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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JANINE VAN VLEET and ALEXANDRIA MEDINA, individually, on a representative basis, and on behalf of all others similarly situated; Plaintiffs, vs. SOUTHWEST ANSWERING SERVICE, INC., a Nevada Corporation; and DOES 1 through 20, inclusive; Defendants.	Case No.: 24STCV16768 *[Assigned to Hon. Elihu M. Berle, Dept 6 for all purposes*] **DECLARATION OF BRIAN J. MANKIN, ESQ., IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** Hearing: Date: December 22, 2026 Time: 9:00 a.m. Dept.: 6 Complaint Filed: July 8, 2024

I, Brian J. Mankin, state and declare:

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

COUNSEL'S EXPERIENCE

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

3. I have handled well over 500 employee vs. employer litigation matters during my nearly 25 years in practice. Over the last 18 years, my practice has almost entirely consisted of representing employees, the majority of which has included class action and representative action wage and hour matters. In total, I have handled well over 300 class action and representative action wage/hour cases, and have been appointed by the court as class counsel and have received final court approval and judgment in over half of those actions to date, and anticipate receiving final approval in many more of those in the future.

4. As part of these settlements and judgments, I have recovered upwards of $500 million in damages for my clients and the class members (who often work as nurses, ambulance drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and countless other trades). My team and I once held the record for the largest known PAGA-only case in California's history - a $12.5 million-dollar court approved settlement, which followed extensive litigation, summary adjudication and writs to the CA Supreme Court against a Fortune 50 company (*Garcia v. Macy's*, San Bernardino Superior Court).

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

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

distinction that only 5% of lawyers receive.

ADEQUACY OF THE SETTLEMENT

7. The Settlement is comprised of all current and former nonexempt employees employed by Defendant in California at any time during the Class Period of July 8, 2020, to December 31, 2025.

8. As set forth in the Declaration of the Settlement Administrator, the Net Settlement Amount is approximately $75,374.09, after the deductions set forth in the chart below:

Gross Settlement Amount	**$ 200,000.00**
Attorneys' Fees (1/3)	$ 66,666.66
Litigation Costs	$ 11,515.39
Administrator Costs	$ 5,950.00
PAGA Penalties	$ 10,000.00
Class Representative Service Awards ($5,000 each)	$ 10,000.00
Credit for "Prior Payments" made by Defendant	$ 20,493.86
Net Settlement Amount	**$ 75,374.09**

9. The process of mailing the Notice Packets was very successful, as all Notice Packets were deemed deliverable by the Settlement Administrator – a 100% success rate.

10. The response from the Class Members was overwhelmingly positive, as no Class Member has objected to or opted-out of the settlement to date.

11. As discussed at length in Plaintiff's 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 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 Plaintiff's motion for preliminary approval and the declarations

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

ADEQUACY OF COUNSEL AND

REASONABLENESS OF REQUESTED FEE AND COST AWARDS

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

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

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

16. It has been my experience that the benchmark for attorney fee awards in California state cases is one-third of a common settlement fund, which the CA Supreme Court upheld in the *Robert Half* case. Here, in accordance with the Settlement Agreement, Class Counsel is seeking a fee of $66,666.66, which is one-third of the Settlement Amount.

17. There are several additional factors why I believe that the Court should award one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts resulted in a common fund settlement amount of $200,000, whereby the Class Members will receive approximately $408.24 on average and up to a maximum of $1,568.79 for those employees that worked the entire Class Period. This is an good result in light of the disputed nature of the claims alleged. This result was achieved by the work and success of my office, who negotiated the settlement after extensive litigation, discovery, preparation, investigation, mediation, and substantial work thereafter.

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

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

20. Fourth, Class Counsel have been representing Plaintiffs in this matter strictly on a contingency fee basis. To that end, we have incurred the risk of non-recovery after investing a substantial amount of time, money, and resources, and have done so since the inception of this case without any payment or compensation. If Plaintiffs had lost this case, we would have recovered nothing, and would have lost our out-of-pocket costs. This is not an easy burden for my office, which is a small firm. Indeed, not all class/PAGA cases are successful. Many cases end with no fees or a greatly reduced fee that is far less than lodestar, often due to no fault of

counsel (i.e., bankruptcy, change in the law, consolidation- coordination-preemption, being top filed, etc.). As noted in the Mayer Brown LLP's study discussed above, only one-third of class actions are successful, compared to two-thirds that are defeated and result in no payment to the class members.

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

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

23. At my office, Peter Carlson handled the day to day case work through mediation while I performed the role of the supervising attorney. As set forth in his declaration, Mr. Carlson works exclusively with me on employment law matters and has been in practice for 12 years. He bills at the hourly rate of $750/hour. I have been in practice for nearly 25 years, with most of those years handling complex litigation and for over the last 18 years, my practice has almost entirely consisted of handling class action wage and hour matters. My billing rate is $950/hour. I believe these rates are consistent with Plaintiff and Defense attorneys who handle complex class action litigation, if not somewhat lower.

24. The hourly rates utilized by Plaintiff's counsel are comparable to those of other attorneys with equal or similar experience, if not somewhat lower (*i.e.*, the Laffey Matrix at *www.laffeymatrix.com* indicates that the benchmark rates are $878/hour for an 11–19-year attorney and $1,057/hour for a 20+ year attorney). The reasonableness of Plaintiff's counsel's rates is reinforced by facts showing that local attorneys in Los Angeles engaged in complex litigation bill at rates far higher than Class Counsel – and far higher than the Laffey Matrix. Recent public filings confirm that the Los Angeles Department of Water and Power is paying outside counsel at minimum rates of $1,800 for partners, $1,180 per hour for associates with 7 years of experience or more, and LADWP even 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 (last visited October 1, 2026).

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

26. The table below includes a summary of the hours worked, plus an estimated 25 hours that I will bill in finalizing and filing the motion, preparing for and attending the approval hearing, and working with the Settlement Administrator and defense counsel to finalize this matter, including for approximately one year after final approval during the funding and close out process. The actual aggregated lodestar between the attorneys that have worked on this case is approximately $214,350, resulting in a *negative multiplier*, which is summarized in the following table:

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Attorney/Timekeeper	Rate	Hours	Fee
Brian Mankin *Trial Counsel / Partner* (24 Years)	**$950**	**54**[2]	**$51,300**
Peter Carlson *Senior Assoc. / Handling Atty* (12 Years)	**$750**	**217.4**	**$163,050**
Grand Total for All Attorneys			**$214,350**

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

28. In the course of prosecuting this action, Class counsel have incurred expenses that were incidental and necessary to the effective representation of the Class. These expenses included but were not limited to: court filings, messenger services, postage, fax transmission expenses, transportation, mediator fees, and other incidental expenses directly related to this action. The Settlement Agreement provided up to $20,000 in costs. Through final approval, my office incurred $11,515.39 in litigation costs (see Exhibit "B" attached hereto). The saving will be placed in the Net Settlement Amount for payment to the Class Members. Defendant does not oppose this request for costs.

REASONABLENESS OF REQUESTED SERVICE AWARD

29. I also believe that the service award of $5,000 to each Plaintiff is fair and warranted for the reasons outlined in their declaration and in the motion. They came forward and worked directly with my office in analyzing the claims and documents, providing valuable information. (See their declaration for supporting information.) Indeed, their participation was an essential element of Defendant's desire to mediate and of the pre and post mediation analysis that allowed Class Counsel to settle the case. Of course, they also took on various risks, including the risk that they could have been ordered to pay Defendant's costs if they lost and the

[2] Includes an estimated 25 hours of additional work preparing for and attending the hearing, as well as anticipated work to be performed after the final approval hearing with counsel, administrator, employees, and the court.

risk of retaliation and being black-balled in the industry. They also provided a full release of all claims. Defendant does not oppose the requested service award.

SUBMISSION TO THE LWDA

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

EXHIBITS AND CONCLUSION

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

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 22, 2026, at Riverside, California.

By: _____
Brian J. Mankin, Esq.

EXHIBIT “A”

AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Van Vleet and Medina v. Southwest Answering Service, Inc.

This Amended Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Janine Van Vleet and Alexandria Medina ("Plaintiffs") and Southwest Answering Service, Inc. ("Defendant"). Plaintiffs and Defendant shall collectively be referred to as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" collectively refers to: (A) Plaintiffs' lawsuit alleging wage and hour violations against Defendant captioned *Van Vleet, et al. v. Southwest Answering Service, Inc.,* which was initiated on July 8, 2024, and pending in Superior Court of the State of California, County of Los Angeles, Case No. 24STCV16768, and (B) Plaintiff Van Vleet's lawsuit alleging wage and hour violations under PAGA against Defendant captioned *Van Vleet v. Southwest Answering Service, Inc.*, which was initiated on September 12, 2024, and pending in Superior Court of the State of California, County of Los Angeles, Case No. 24CHCV03307.

1.2. "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Agreement" or "Settlement Agreement" shall mean this Class Action and PAGA Settlement Agreement, including the Class Notice.

1.5. "PAGA Employee" means all current and former nonexempt employees employed by Defendant in California at any time during the PAGA Period. PAGA Employees may not exclude themselves from receipt of the PAGA Payment.

1.6. "Class" consists of all current and former nonexempt employees employed by Defendant in California at any time during the Class Period.

1.7. "Class Counsel" means Brian Mankin and Peter Carlson of Lauby, Mankin & Lauby LLP.

1.8. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.9. "Class Data" means a complete list that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator on one spreadsheet which shall include the Class Member's name, last-known mailing address, Social Security number, the number of Weeks Worked during the Class Period and during the PAGA Period respectively, and, if applicable, the amount of Prior Payment made to the Class Member.

1.10. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as a PAGA Employee).

1.11. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.12. "Class Notice" means the court approved notice of class action settlement to be mailed to Class Members in English only in the form attached as Exhibit A and incorporated by reference into this Agreement.

1.13. "Class Period" means the period from July 8, 2020, to December 31, 2025.

1.14. "Class Representatives" means the named Plaintiffs in the operative Complaint in the Action seeking Court approval to serve as the Class Representatives.

1.15. "Class Representative Service Payments" means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.

1.16. "Complaint" collectively refers to: (A) all of the complaints filed in Case No. 24STCV16768, alleging class action claims, and (B) all of the complaints filed in Case No. 24CHCV03307, alleging PAGA claims.

1.17. "Court" means the Superior Court of California, County of Los Angeles.

1.18. "Defendant" means Southwest Answering Service, Inc.

1.19. "Defense Counsel" means McGuireWoods LLP.

1.20. "Effective Date" means the date by when both of the following have occurred: (a) the parties receive notice that the Court has entered a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.21. "Exclusion List" means the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion.

1.22. "Final Approval" means the Court's order granting final approval of the Settlement.

1.23. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.24. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.25. "Gross Settlement Amount" or "GSA" means $200,000 minus $20,493.86 in Prior Payments made, for a total of $179,506.14, which is the total amount Defendant agrees to pay under the Settlement, except Defendant shall separately pay the employer's share of payroll tax obligations in

addition to the GSA. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments, and the Administrator's Expenses.

1.26. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Weeks Worked during the Class Period, which shall be reduced by any Prior Payment received by the Participating Class Member (but in no instance shall a Prior Payment cause an Individual Class Payment to drop below $100.00).

1.27. "Individual PAGA Payment" means the PAGA Employee's pro rata share of 35% of the PAGA Payment calculated according to the number of Weeks Worked during the PAGA Period.

1.28. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.29. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.30. "LWDA PAGA Payment" means the 65% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (m).

1.31. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.32. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion. A Non-Participating Class Member shall receive their share of the PAGA Payment.

1.33. "PAGA Period" means the period from July 8, 2023, through December 31, 2025.

1.34. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.35. "PAGA Notice" means Plaintiff Van Vleet's July 8, 2024, letter to Defendant and the LWDA purporting to provide notice pursuant to Labor Code section 2699.3, subd.(a).

1.36. "PAGA Payment" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount ($10,000), allocated 35% to the PAGA Employees ($3,500) and 65% to LWDA ($6,500) in settlement of PAGA claims.

1.37. "Participating Class Member" means all Class Members except for those who opt-out by submitting a timely valid Request for Exclusion.

1.38. "Plaintiffs" means Janine Van Vleet and Alexandria Medina, the named plaintiffs in the Action.

1.39. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.40. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.41. "Prior Payments" refers to the amounts Defendant paid to Class Members as back pay or pursuant to settlement agreements and releases from certain Class Members relating to the claims alleged in this Action.

1.42. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.

1.43. "Released PAGA Claims" means the claims being released as described in Paragraph 6.3 below.

1.44. "Released Parties" means: Defendant and its parents, predecessors, successors, assigns, subsidiaries, affiliates, directors, owners, shareholders, officers, officials, agents, attorneys, servants, managers, representatives, accountants, auditors, consultants, insurers, joint employers, employees, and anyone acting for or on any of their behalf, past, present and future, and each of them and anyone acting in concert with foregoing, as well as their respective pension, profit sharing, savings, heath, and other employee benefit plans of any nature, the successors of such plans, and those plans' respective current or former trustees and administrators, agents, employees, and fiduciaries.

1.45. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.46. "Response Deadline" means 45 days after the Administrator mails the Class Notice to Class Members and PAGA Employees, and shall be the last date on which Class Members may: (a) email or mail Requests for Exclusion from the Settlement, or (b) email or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.47. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.48. "Weekly Report" refers to the report that the Administrator must email to Defense Counsel and Class Counsel on a weekly basis that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to credited Weeks Worked, and checks mailed for Individual Class Payments and Individual PAGA Payments. The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all objections received.

1.49. "Weeks Worked" or "Workweeks" in the context of the Class Members, means all weeks during the Class Period in which the Class Member was employed by Defendant as a non-exempt employee in California and worked at least one shift during the workweek. In the context of PAGA Employees, it means all weeks during the PAGA Period in which the PAGA Employee was employed by Defendant as a non-exempt employee in California and worked at least one shift during the workweek.

2. RECITALS.

2.1. On July 8, 2024, Van Vleet commenced this Action by filing her initial complaint against Defendant on a putative class action basis, alleging the following causes of action: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Breaks; (5) Failure to Reimburse for Business Expenses; (6) Failure to Pay Vested Vacation; (7) Failure to Timely Pay Final Wages; (8) Failure to Provide Accurate Itemized Wage Statements; and (9) Unfair and Unlawful Competition. Van Vleet then filed a first amended complaint on March 24, 2025, adding Plaintiff Medina as a plaintiff and Class Representative. Separately, on September 12, 2024, Plaintiff Van Vleet filed a PAGA-only complaint, alleging PAGA claims against Defendant.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Van Vleet alleges that she gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On February 26, 2025, the Parties participated in an all-day mediation presided over by Hon. Jonathan Cannon (Ret.). The Action did not settle at mediation, and the Parties then engaged in litigation and discovery. However, the Parties continued to engage in negotiations and, ultimately, entered into this Agreement to settle the Action.

2.4. Prior to the mediation and negotiating the Settlement, Plaintiffs obtained, through informal discovery, documents and information, including but not limited to Defendant's written policies and practices, information relating to the size of the Class and PAGA Employees, number of weeks worked, as well as a sampling of payroll and timekeeping records. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar"*).

2.5. The Court has not granted class certification.

2.6. After execution of this Agreement, but before moving for Preliminary Approval, Plaintiffs shall file a stipulation consolidating the PAGA action (Case No. 24CHCV03307) with the class action (Case No. 24STCV16768), for settlement purposes only.

2.7. Pursuant to Labor Code section 2699.3(s), shall submit the proposed settlement to the LWDA.

2.8. The Parties, Class Counsel and Defense Counsel represent that, aside from Van Vleet's PAGA-only Action, they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Defendant agrees to pay $200,000 minus $20,493.86 in Prior Payments made, which equals $179,506.14, as the Gross Settlement Amount. Defendant shall separately pay to the Administrator any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. In no event, shall Defendant pay more than $179,506.14 pursuant to this Agreement, except any employer payroll taxes. Defendant has no obligation to pay the Gross Settlement

Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payments to each Class Representative of not more than $5,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members and PAGA Employees). Defendant will not oppose Plaintiffs' requests for the Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments on a date set by the Court at the Preliminary Approval Hearing and no later than 16 court days prior to the Final Approval Hearing. The Class Representative Service Payment is not a material term. If the Court approves Class Representative Service Payments of less than the amount requested, it is not grounds to abrogate the agreement and the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment and issue IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the sum of the GSA (inclusive of the credit), which is currently estimated to be $66,666.66 and a Class Counsel Litigation Expenses payment of not more than $20,000. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment on a date set by the Court at the Preliminary Approval Hearing and no later than 16 court days prior to the Final Approval Hearing. The Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment are not a material term. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, it is not grounds to abrogate the agreement and the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment issuing one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. Plaintiffs, Class Counsel, Class Members, and PAGA Employees waive any additional claim for attorneys' fees and costs incurred in connection with the Action, if Final Approval is granted by the Court and the Effective Date passes.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $5,950 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $5,950, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Weeks Worked by all Participating Class Members during the Class Period, (b) multiplying the result by each Participating Class Member's Weeks Worked, and (c) if applicable, reducing the Individual Class Payment by any Prior Payment received by the Participating Class Member (but in no instance shall the offset from the Prior Payment cause an Individual Class Payment to drop below $100.00). The entire Net Settlement Amount will be disbursed to all Participating Class Members.

3.2.4.1. Tax Allocation of Individual Class Payments. Portions of the Individual Class Payment paid to the Participating Class Members in the Customer Service Class will be allocated as one-third (1/3) to wage claims (the "Wage Portion") and the remaining two-thirds (2/3) will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). Portions of the Individual Class Payment paid to the Participating Class Members in the Wage Statement Class will be treated 100% as penalties and interest, and will be included in the Non-Wage Portion. The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments, except that if the Non-Participating Class Member is a PAGA Employee, they shall nonetheless receive their Individual PAGA Payment. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and PAGA Employees: PAGA Payment in the amount of $10,000 to be paid from the Gross Settlement Amount, with 65% ($6,500) allocated to the LWDA PAGA Payment and 35% ($3,500) allocated to the Individual PAGA Payments.

3.2.6. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Employees' 35% share of PAGA Payment ($3,500) by the total number of Weeks Worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee's Weeks Worked during the PAGA period. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.6.1. If the Court approves a PAGA Payment of less than the amount requested, then the other terms of this Agreement shall remain in effect the and the Administrator will allocate the remainder to the Net Settlement Amount. But some approval of a PAGA Payment is a material term. If the Court does not approve a PAGA Payment, then the entire Agreement will be, at Defendant's sole discretion, void and unenforceable. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Weeks Worked. Based on a review of its records to date, Defendant estimates that there are 160 Class Members who collectively worked a total of 8,000 Workweeks, and 100 PAGA Employees who worked a total of 4,000 Workweeks in the PAGA Period.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. The Administrator shall not provide Class Member names or contact information to Plaintiffs or their counsel.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 25 days after the Effective Date.

4.3.1. Discharge of Obligations. Defendant shall fully discharge its obligations to Plaintiffs, Class Members, Participating Class Members, and PAGA Employees through the remittance of the Gross Settlement Amount and Defendant's share of payroll taxes to the Qualified Settlement Fund, regardless of whether settlement checks are actually negotiated by Participating Class Members. Once Defendant has complied with its obligation to fund the Gross Settlement Amount and its share of payroll taxes, it will be deemed to have satisfied all monetary terms and conditions under this Agreement, shall be entitled to all protections afforded to it under this Agreement, and shall have no further monetary obligations under the terms of this Agreement. However, nothing in this paragraph shall modify Defendant's duties to: (1) comply with all Court-ordered obligations, or (2) respond in good faith to inquiries or requests for information from the Administrator.

4.4. Payments from the Gross Settlement Amount. Within 10 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will also send checks for Individual PAGA Payments to all PAGA Employees. If the recipient is both a Participating Class Member and PAGA Employees, the Payments may be contained on one check. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other

Class Members whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, and requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California State Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

6.1 Plaintiffs' Releases. Plaintiffs and their respective former and present spouses, representatives, executors, agents, attorneys, heirs, administrators, successors, trustees, guardians and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences whether known or unknown, which exist or may exist on their behalf as of the date of the execution of this Agreement, including but not limited to any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions Code Section 17200 et seq., and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance. ("Plaintiffs' Releases.") Plaintiffs' Releases do not extend to any claims or actions to enforce this Agreement or to any claims for vested benefits. Plaintiffs acknowledges that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Releases shall be and shall remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

6.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Releases, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

6.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, executors, agents, attorneys, heirs, administrators, successors, trustees, guardians, and assigns, release the Released Parties from all claims, debts, liabilities, demands, damages, obligations, penalties, guarantees, costs, expenses, attorneys' fees and causes of action alleged in the Action, or that reasonably could have been alleged based on the facts stated in the Action regardless of theory of liability, including: failure to pay minimum wages, failure to pay overtime wages, failure to properly calculate the regular rate, failure to provide meal periods, failure to provide rest breaks, failure to reimburse business expenses, failure to pay vested vacation, failure to timely pay wages upon separation of employment, failure to provide accurate itemized wage statements, unfair and unlawful competition, and violation of Labor Code sections 200-204, 208, 210, 218.6, 221-223, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, and (k) all other claims for statutory penalties based on the facts or claims alleged in the Complaint ("Released Class Claims"). The operative release period for the Released Class Claims is the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

6.3 Release by PAGA Employees: All PAGA Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, trustees, guardians, successors, and assigns, the Released Parties from all claims for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.,* that Plaintiffs alleged against the Released Parties, on behalf of PAGA Employees and State of California, based on the facts stated in the Action and in Van Vleet's PAGA Notice to the LWDA, regardless of theory of liability, including: failure to pay minimum wages, failure to pay overtime wages, failure to properly calculate the regular rate, failure to provide meal periods, failure to provide rest breaks, failure to reimburse business expenses, failure to failure to timely pay wages each period, failure to provide accurate itemized wage statements, violation of Labor Code sections 200-204, 208, 210, 218.6, 221-223, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, and (i) 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 operative complaint ("Released PAGA Claims"). The time period governing the Released PAGA Claims shall be the entire time during the PAGA Period. The Released PAGA Claims do not release any potential claims for wages or statutory penalties.

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

7.1 Defendant's Declaration in Support of Preliminary Approval. Within 15 court days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential

conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall advise that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel for review and input all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator, and all related documents.

7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval, the supporting declarations and documents, or the proposed order, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns; provided, however, if the Court effects a material change to the Agreement—such as increasing any amount that Defendant must pay or altering the scope of the releases, then the entire Agreement will be void and unenforceable in Defendant's sole discretion and Defendant must pay the Administrative Costs incurred up to that point.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected the Administrator to serve

and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.4 Notice to Class Members.

8.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Employees, and Weeks Worked in the Class Data.

8.4.2 Using best efforts to perform as soon as possible, and in no event later than 10 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice in the form attached to this Agreement as Exhibit A, or as modified by the Court and agreed to by the Parties. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Weeks Worked as a Class Member and PAGA Employee (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

8.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4 The deadlines for Class Members' written objections, Challenges to Weeks Worked, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, Defense Counsel, Class Counsel or Defendant are contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice before the Final Approval Hearing, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class

Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by email or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, email address or telephone number, and last four digits of the Class Member's social security number. To be valid, a Request for Exclusion must be timely emailed or postmarked by the Response Deadline.

8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment.

8.6 Challenges to Calculation of Weeks Worked. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Weeks Worked that were allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Weeks Worked contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Weeks Worked shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Weeks Worked to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

8.7.2 Participating Class Members may send written objections to the Administrator, by email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.8 Administrator's Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails. The Administrator shall prepare and file all required state and federal tax forms and shall remit all tax payments and required documentation to federal and state taxing authorities.

8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email the Exclusion List to Defense Counsel containing (a) the Exclusion List containing names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion; (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Weeks Worked received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

8.8.4 Weeks Worked Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over

the calculation of Weeks Worked. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

8.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator must also provide a breakdown of the Gross Settlement Amount, high/low/average payments to Participating Class Members, the total Weeks Worked by Class Members and PAGA Employees and the per Weeks Worked value of each. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. CREDIT FOR PRIOR PAYMENTS MADE. Prior to mediation, Defendant entered into individual *Pick-Up Stix* settlement agreements with certain Class Members and made back payments to certain Class Members relating to the claims alleged in this Action, through which Defendant paid $20,493.86 in Prior Payments. Plaintiffs and Class Counsel challenged the validity and enforceability of such agreements and payments, and the Parties agreed that, as a condition of this Settlement, Defendant has been credited that amount toward the GSA.

10. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

11. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 5 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval; provided, however, if the Court effects a material change to the Agreement—such as increasing any amount that Defendant must pay or altering the scope of the releases, then the entire Agreement will be void and unenforceable in Defendant's sole discretion and Defendant must pay the Administrative Costs incurred up to that point. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the Gross Settlement Amount or the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur; provided, however, Defendant is under no obligation to agree to increase the Gross Settlement Amount. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

13. ADDITIONAL PROVISIONS.

13.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Action have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. Defendant denies (1) all the material allegations in this Action, (2) that it violated any applicable laws, (3) that it is liable for damages, penalties, interest, restitution, attorneys' fees, or costs, or for any other remedy on account of the claims asserted in the Action, and (4) that class certification or representative treatment is appropriate as to any claim in the Action. Defendant contends that its policies, procedures, and practices comply with all laws asserted in the Action. Any statements in this Agreement are made for settlement purposes only. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. Plaintiffs and Class Counsel will not publish the fact of, or terms of, this Settlement or any related information on any website, for advertising purposes and/or in publication materials generally available to the public. Further, Class Counsel and Plaintiffs agree not to issue press releases or initiate any public statements regarding the Settlement, including but not limited to in the media or on the Internet, with the exception of the Class Notice. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. Nothing in this Agreement prevents Plaintiffs from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that he has reason to believe is unlawful, or discussing with any person or persons wages, hours or other terms and conditions of employment, nor from engaging in lawful protected activity with or on behalf of coworkers regarding same. Should Plaintiffs or Class Counsel breach this provision, Defendant may enforce this provision through an action for injunctive relief.

13.3 No Solicitation. The Parties separately agree that they and their respective counsel and

employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

13.5 Attorney Authorization. Plaintiffs and Defendant separately warrant and represent that they are authorized Class Counsel and Defense Counsel, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties agree that Class Members are so numerous that it is impossible or impractical to have each Class Member execute this Agreement. This Agreement may be executed on behalf of Class Members by the Class Representative.

13.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

13.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

13.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court, except that modifications to any dates provided in this Agreement that do not materially alter the parties respective obligations may be agreed to by counsel for the Parties without Court approval.

13.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provision valid to the fullest extent possible so as to render all provisions of this Agreement enforceable.

13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

13.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

13.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email, addressed as follows:

To Plaintiff:

Brian Mankin
brian@LMLfirm.com
Lauby Mankin Lauby LLP
5198 Arlington Ave, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444

To Defendant:

Timothy M. Rusche, Esq.
trusche@mcguirewoods.com
McGuireWoods LLP
1800 Century Park East, 8th Floor
Los Angeles, CA 90067

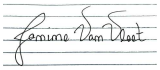
Tel: (310) 315-8200

13.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.* DocuSign, AdobeSign, or similar), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 they extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: Aug 12, 2026

PLAINTIFF AND CLASS REPRESENTATIVE:



Janine Van Vleet

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE:

_____
Alexandria Medina

Dated: _____

CLASS COUNSEL:
LAUBY MANKIN LAUBY LLP

_____
Brian J. Mankin
Attorneys for Plaintiff

Dated: _____

DEFENDANT:
SOUTHWEST ANSWERING SERVICE, INC.

_____
By: _____
Title: _____

Dated: _____

DEFENDANT'S COUNSEL:
MCGUIREWOODS LLP

_____
Timothy M. Rusche
Attorneys for Defendant

Tel: (310) 315-8200

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Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE:

_____
Janine Van Vleet

Dated: Aug 11, 2026

PLAINTIFF AND CLASS REPRESENTATIVE:

Alexandria Medina (Aug 11, 2026 15:05:20 PDT)
Alexandria Medina

Dated: 8/14/2026

CLASS COUNSEL:
LAUBY MANKIN LAUBY LLP

Brian J. Mankin
Attorneys for Plaintiff

Dated: _____

DEFENDANT:
SOUTHWEST ANSWERING SERVICE, INC.

_____
By: _____
Title: _____

Dated: _____

DEFENDANT'S COUNSEL:
MCGUIREWOODS LLP

_____
Timothy M. Rusche
Attorneys for Defendant

Tel: (310) 315-8200

13.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.* DocuSign, AdobeSign, or similar), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE:

_____
Janine Van Vleet

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE:

_____
Alexandria Medina

Dated: _____

CLASS COUNSEL:
LAUBY MANKIN LAUBY LLP

_____
Brian J. Mankin
Attorneys for Plaintiff

Dated: 8/12/26

DEFENDANT:
SOUTHWEST ANSWERING SERVICE, INC.

_____
By: STANLEY WEISSER
Title: PRESIDENT

Dated: August 13, 2026

DEFENDANT'S COUNSEL:
MCGUIREWOODS LLP

_____
Timothy M. Rusche
Attorneys for Defendant

EXHIBIT “B”

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00595 Van Vleet v Southwest Ans Svc (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
Janine Van Vleet							
14000-00595 Van Vleet v Southwest Ans Svc							
07-08-2024	Approved	E112 Court fees	Chiarito, Tracie	75.00	0.00	1.00	75.00
	Receipt for LWDA - submit PAGA letter						
07-08-2024	Approved	E108 Postage	Chiarito, Tracie	30.39	0.00	1.00	30.39
	Postage for July 2024						
07-08-2024	Approved	E101 Copying	Chiarito, Tracie	0.20	0.00	70.00	14.00
	70 copies @ .20 each - initial letters to company						
07-09-2024	Approved	Attorney Service	Chiarito, Tracie	1,497.05	0.00	1.00	1,497.05
	OneLegal Inv #15769487 - file complaint						
07-24-2024	Approved	Attorney Service	Chiarito, Tracie	19.71	0.00	1.00	19.71
	OneLegal Order #23382761 - file POS						
07-24-2024	Approved	Attorney Service	Chiarito, Tracie	144.20	0.00	1.00	144.20
	Serve: Southwest Answering Service, Inc., a Nevada Corporation Summons; Complaint; Civil Case Cover Sheet; Civil Case Cover Sheet Addendum and Statement of Location; Notice of Case Assignment – Unlimited Civil Case; First Amended General Order Re Mandatory Electronic Filing for Civil; Order Pursuant to CCP 1054(a), Extending Time to Respond by 30 Days When Parties Agree to Early Organizational Meeting Stipulation; Voluntary Efficient Litigation Stipulations; ADR Court: Los Angeles County Superior Court - Spring Street Courthouse Completed on: 07/16/2024Bosco Inv #11393775						
09-11-2024	Approved	Attorney Service	Chiarito, Tracie	190.90	0.00	1.00	190.90
	Bosco Inv #11766094 Please deliver the attached to Judge Fisher's mailbox outside the Clerk's Office on the Fourth Floor of the First Street Courthouse located at 350 West 1st Street, Los Angeles, CA by noon tomorrow. Please note blue backs are required and all exhibits must be separated by a tab divider on the right or bottom of the document Court: District Court Completed on: 09/10/2024						
09-12-2024	Approved	Attorney Service	Chiarito, Tracie	15.39	0.00	1.00	15.39
	OneLegal Order #23721811 - submit PAGA complaint for filing						
09-13-2024	Approved	Attorney Service	Chiarito, Tracie	467.55	0.00	1.00	467.55
	OneLegal Order #23722350 - file PAGA Complaint						
09-25-2024	Approved	Attorney Service	Chiarito, Tracie	164.95	0.00	1.00	164.95

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00595 Van Vleet v Southwest Ans Svc (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
Janine Van Vleet							
14000-00595 Van Vleet v Southwest Ans Svc							
	Bosco Inv #11859545 Deliver the attached to Judge Fisher's mailbox outside the Clerk's Office on the Fourth Floor of the First Street Courthouse located at 350 West 1st Street, Los Angeles, CA by noon. -Reply -Supplemental Declaration Court: District Court Completed on: 09/24/2024						
09-30-2024	Approved	Attorney Service	Chiarito, Tracie	3.50	0.00	1.00	3.50
	PACER fees for 3rd Quarter 2024						
10-15-2024	Approved	Attorney Service	Chiarito, Tracie	19.77	0.00	1.00	19.77
	OneLegal Order #23935156 - file Notice and Acknowledgement of Receipt (PAGA)						
11-20-2024	Approved	Attorney Service	Chiarito, Tracie	21.37	0.00	1.00	21.37
	OneLegal Order #24179552 - file Notice of Ruling and Proposed Order						
11-30-2024	Approved	Attorney Service	Chiarito, Tracie	11.17	0.00	1.00	11.17
	LoopUp Inv #506995 for 11/11/24 conference call						
01-06-2025	Approved	E125 Mediation fees	Chiarito, Tracie	2,950.00	0.00	1.00	2,950.00
	JAMS Inv #7496990 for 2/26/25 mediation with Judge Cannon						
01-06-2025	Approved	Attorney Service	Chiarito, Tracie	23.44	0.00	1.00	23.44
	OneLegal Order #24444779 - file Notice of Ruling						
02-05-2025	Approved	Attorney Service	Chiarito, Tracie	120.78	0.00	1.00	120.78
	CaseAnywhere Inv #363062						
03-04-2025	Approved	E125 Mediation fees	Chiarito, Tracie	3,331.38	0.00	1.00	3,331.38
	JAMS Invoice #7587818 - additional retainer for 2/26/25 mediation w Judge Cannon						
03-05-2025	Approved	Attorney Service	Chiarito, Tracie	49.00	0.00	1.00	49.00
	CaseAnywhere Inv #376187						
03-18-2025	Approved	Attorney Service	Chiarito, Tracie	45.12	0.00	1.00	45.12
	OneLegal Order #24945833 - file Stip to Cont CMC						
03-24-2025	Approved	Attorney Service	Chiarito, Tracie	23.44	0.00	1.00	23.44
	OneLegal Order #24997078 - file FAC (Class)						
03-24-2025	Approved	Attorney Service	Chiarito, Tracie	23.44	0.00	1.00	23.44
	OneLegal Order #24994015 - file Notice of Rulings						
04-04-2025	Approved	Attorney Service	Chiarito, Tracie	91.00	0.00	1.00	91.00
	CaseAnywhere Inv #389884						
05-02-2025	Approved	Attorney Service	Chiarito, Tracie	49.00	0.00	1.00	49.00

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00595 Van Vleet v Southwest Ans Svc (Active Only)
Activity Code = All
Expense Code = All
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Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Janine Van Vleet							
14000-00595 Van Vleet v Southwest Ans Svc							
	CaseAnywhere Inv #401827						
05-29-2025	Approved	Attorney Service	Chiarito, Tracie	23.44	0.00	1.00	23.44
	OneLegal Order #25487368 - file Joint Statement						
06-02-2025	Approved	Attorney Service	Chiarito, Tracie	55.00	0.00	1.00	55.00
	CaseAnywhere Inv #413960						
06-06-2025	Approved	Attorney Service	Chiarito, Tracie	23.44	0.00	1.00	23.44
	OneLegal Order #25553659 - file Notice of Rulings						
07-01-2025	Approved	Attorney Service	Chiarito, Tracie	55.00	0.00	1.00	55.00
	CaseAnywhere Inv #426400						
07-02-2025	Approved	Attorney Service	Chiarito, Tracie	17.50	0.00	1.00	17.50
	OneLegal Order #25739774 - submit Opposition to DEF MTCA						
07-02-2025	Approved	Attorney Service	Chiarito, Tracie	23.44	0.00	1.00	23.44
	OneLegal Order #25743277 - file Opposition to DEF MTCA						
07-08-2025	Approved	Attorney Service	Chiarito, Tracie	23.44	0.00	1.00	23.44
	OneLegal Order #25771256 - file Joint IDC Report						
08-04-2025	Approved	Attorney Service	Chiarito, Tracie	73.00	0.00	1.00	73.00
	CaseAnywhere Inv #438910						
08-05-2025	Approved	E112 Court fees	Chiarito, Tracie	2.00	0.00	1.00	2.00
	Receipt for Los Angeles County Superior Court - copy of 8/4/25 Minute Order						
08-06-2025	Approved	Attorney Service	Chiarito, Tracie	23.44	0.00	1.00	23.44
	OneLegal Order #26000367 - file Notice of Ruling						
09-02-2025	Approved	Attorney Service	Chiarito, Tracie	55.00	0.00	1.00	55.00
	CaseAnywhere Inv #451507						
10-01-2025	Approved	Attorney Service	Chiarito, Tracie	49.00	0.00	1.00	49.00
	CaseAnywhere Inv #464280						
11-03-2025	Approved	Attorney Service	Chiarito, Tracie	49.00	0.00	1.00	49.00
	Case Anywhere Inv #477253						
11-26-2025	Approved	Attorney Service	Chiarito, Tracie	23.44	0.00	1.00	23.44
	OneLegal Order #26870367 - file Joint Statement						
12-01-2025	Approved	Attorney Service	Chiarito, Tracie	49.00	0.00	1.00	49.00
	CaseAnywhere Inv #490079						
12-08-2025	Approved	Attorney Service	Chiarito, Tracie	23.44	0.00	1.00	23.44
	OneLegal Order #26954146 - file Notice of Ruling						

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00595 Van Vleet v Southwest Ans Svc (Active Only)
Activity Code = All
Expense Code = All
View = Original
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Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Janine Van Vleet							
14000-00595 Van Vleet v Southwest Ans Svc							
01-02-2026	Approved	Attorney Service	Chiarito, Tracie	55.00	0.00	1.00	55.00
	CaseAnywhere Inv #503037						
01-14-2026	Approved	Attorney Service	Chiarito, Tracie	46.26	0.00	1.00	46.26
	OneLegal Order #27178307 - file Stip and Order						
02-02-2026	Approved	Attorney Service	Chiarito, Tracie	55.00	0.00	1.00	55.00
	CaseAnywhere Inv #516355						
02-19-2026	Approved	Attorney Service	Chiarito, Tracie	46.26	0.00	1.00	46.26
	OneLegal Order #27485430 - file Stip and Order to Cont MPA						
03-02-2026	Approved	Attorney Service	Chiarito, Tracie	55.00	0.00	1.00	55.00
	CaseAnywhere Inv #529646						
03-04-2026	Approved	E108 Postage	Chiarito, Tracie	30.64	0.00	1.00	30.64
	Postage for March of 2026 - UPS settlement check to Van Vleet						
04-01-2026	Approved	Attorney Service	Chiarito, Tracie	49.00	0.00	1.00	49.00
	CaseAnywhere Inv #543130						
04-03-2026	Approved	Attorney Service	Chiarito, Tracie	46.26	0.00	1.00	46.26
	OneLegal Order #27867777 - file Stip and Order to Consolidate						
04-14-2026	Approved	Attorney Service	Chiarito, Tracie	87.66	0.00	1.00	87.66
	OneLegal Order #27960963 - file MPA						
04-16-2026	Approved	Attorney Service	Chiarito, Tracie	24.53	0.00	1.00	24.53
	OneLegal Order #27993535 - file Declarations iso MPA						
05-01-2026	Approved	Attorney Service	Chiarito, Tracie	115.00	0.00	1.00	115.00
	CaseAnywhere Inv #556612						
06-01-2026	Approved	Attorney Service	Chiarito, Tracie	49.00	0.00	1.00	49.00
	CaseAnywhere Inv #569924						
07-01-2026	Approved	Attorney Service	Chiarito, Tracie	49.00	0.00	1.00	49.00
	CaseAnywhere Inv #583156						
08-01-2026	Approved	Attorney Service	Chiarito, Tracie	49.00	0.00	1.00	49.00
	CaseAnywhere Inv #596425						
08-07-2026	Approved	Attorney Service	Chiarito, Tracie	24.53	0.00	1.00	24.53
	OneLegal Order #28949026 - file Ntc of Ruling						
08-17-2026	Approved	Attorney Service	Chiarito, Tracie	24.53	0.00	1.00	24.53
	OneLegal Order #29022927 - file Supp Dec of PJC and Proposed PA Order						
08-17-2026	Approved	Attorney Service	Chiarito, Tracie	24.53	0.00	1.00	24.53

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
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Client - Project = 14000-00595 Van Vleet v Southwest Ans Svc (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
Janine Van Vleet							
14000-00595 Van Vleet v Southwest Ans Svc							
	OneLegal Order #29022995 - file POS						
08-26-2026	Approved	Attorney Service	Chiarito, Tracie	24.53	0.00	1.00	24.53
	OneLegal Order #29107969 - file Notice of Ruling						
08-31-2026	Approved	Attorney Service	Chiarito, Tracie	24.53	0.00	1.00	24.53
	OneLegal Order #29156527 - file revised Proposed PA Order						
09-01-2026	Approved	Attorney Service	Chiarito, Tracie	85.00	0.00	1.00	85.00
	CaseAnywhere Inv #609769						
10-22-2026	Approved	Attorney Service	Chiarito, Tracie	250.00	0.00	1.00	250.00
	Estimated costs to file MFA and supporting documents						
10-22-2026	Approved	Attorney Service	Chiarito, Tracie	350.00	0.00	1.00	350.00
	Estimated costs for CaseAnywhere to serve MFA and supporting documents						
						Project Total	**11,515.39**
						Client Total	**11,515.39**
						Grand Total	**11,515.39**

EXHIBIT “C”