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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

JOSE FUENTES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SOUTHWEST MATERIAL HANDLING,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No. CVRI2404365

*[Assigned for all purposes to Hon. Harold W.
Hopp, Dept. 1]*

**DECLARATION OF MATTHEW K. MOEN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA ACTION
SETTLEMENT, CLASS REPRESENTATIVE
SERVICE PAYMENT, AND ATTORNEYS'
FEES AND COSTS**

Date: May 18, 2026
Time: 8:30 a.m.
Dept.: 1

Action Filed: August 1, 2024
Trial Date: None Set

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I, Matthew K. Moen, declare as follows:

1. I am a Senior Associate with Haines Law Group, APC, and counsel for the named Plaintiff Jose Fuentes (“Plaintiff”) in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I received a Bachelor of Arts degree from UCLA in 2011, and a Juris Doctor from Loyola Law School, Los Angeles, in 2015. Both before and during law school, I worked for the law firm of Prindle, Amaro, Goetz, Hillyard, Barnes & Reinholtz LLP (now known as Prindle, Goetz, Barnes & Reinholtz LLP), located in Long Beach, California. Both before and during law school, I also worked for Jill McBride Baxter, Certified Sports Agent and Sports Law Attorney.

3. From January 2016 to December 2017, I worked as an associate at Baltodano & Baltodano LLP, a law firm dedicated exclusively to the practice of Plaintiff-side employment law located in San Luis Obispo, California. After the founding partner and senior litigation partner at Baltodano & Baltodano LLP, Justice Hernaldo J. Baltodano, was appointed to the California judiciary in December 2017, the firm dissolved on December 31, 2017. Since January 1, 2018, I have worked as an associate at my current firm, Haines Law Group, APC.

4. During my time with both Baltodano & Baltodano LLP and Haines Law Group, APC, my practice has been solely devoted to litigating plaintiff-side employment related cases in both state and federal court, including wage and hour class actions arising under the California Labor Code and the Fair Labor Standards Act. I am currently responsible for overseeing over sixty (60) active wage and hour class action and/or PAGA representative actions in which I am integrally involved in all aspects of the litigation. I also supervise the work of several junior attorneys staffed on the same wage and hour actions.

5. I have been appointed as Class Counsel in over fifty (50) class action settlements that have been granted final approval. The following is a non-exhaustive list of the recent wage and hour class actions in which I have been named as Class Counsel and awarded attorney's fees

1 following a lodestar cross-check: *Roberto Arcos, et al. v. Panoramic Doors, LLC*, Case No. 37-
2 2021-00048823-CU-OE-CTL, San Diego County Superior Court, Honorable Loren G. Freestone,
3 presiding (awarding attorney's fees following a lodestar cross-check based on a rate of \$650 for
4 work performed in 2021-2023); *Aaron Hallum, et al. v. FCA US, LLC*, Case No. CIVDS1936782,
5 San Bernardino County Superior Court, Honorable Joseph T. Ortiz, presiding (awarding
6 attorney's fees following a lodestar cross-check based on a rate of \$650 per hour for work
7 performed in 2021-2024); *Rafael Perez v. Kyocera SGS Precision Tools, Inc.*, Case No. 30-2022-
8 01299232-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman,
9 presiding (awarding attorney's fees following a lodestar cross-check based on an hourly rate of
10 \$650 for work performed in 2022-2024); *Kevin Murphy, et al. v. Fusion Learning, Inc.*, Case No.
11 2:21-cv-06732-JAK (ASx), United States District Court, Central District of California, Honorable
12 John A. Kronstadt, presiding (approving and finding reasonable an hourly rate of \$650 for work
13 performed in 2022-2024); *Target Wage and Hour Cases*, Case No. JCCP 5259, Lead Case No.
14 CIVSB2209126, San Bernardino County Superior Court, Honorable Wilfred J. Schneider, Jr.,
15 presiding (awarding attorney's fees following a lodestar cross-check based on an hourly rate of
16 \$650 for work performed in 2022-2024); *Karen Trudelle, et al. v. Children of the Rainbow, Inc.*,
17 Lead Case No. 37-2022-00034860-CU-OE-CTL, San Diego County Superior Court, Honorable
18 Robert Longstreth, presiding (awarding attorney's fees following a lodestar cross-check based on
19 an hourly rate of \$650 for work performed in 2022-2024); *Ruben Hernandez, et al. v. Neovia*
20 *Logistics Services, LLC, et al.*, Case No. CIVSB2305867, San Bernardino County Superior Court,
21 Honorable Tony Raphael, presiding (using an hourly rate of \$650 for work performed in 2023-
22 2025); *Jonathan Jauregui Gutierrez, et al. v. PASHA Automotive Services*, Case No. 37-2021-
23 00011967-CU-CO-CTL, San Diego County Superior Court, Honorable Katherine A. Bacal,
24 presiding (using an hourly rate of \$650 for work performed in 2021-2025); *Miriam Moreno v.*
25 *Beacon Day School, Inc.*, Case No. 30-2022-01296662-CU-OE-CXC, Orange County Superior
26 Court, Honorable Lon F. Hurwitz, presiding (using an hourly rate of \$650 for work performed in
27 2022-2025); *Raul Camacho, et al. v. Residential Fire Systems, Inc., et al.*, Case No. 30-2015-
28 00775372-CU-OE-CXC, Orange County Superior Court, Honorable Lon F. Hurwitz, presiding

(using an hourly rate of \$650 for work performed in 2018-2025); *Georgina Espinoza, et al. v. Warehouse Demo Services, Inc., et al.*, Case No. 17CV310844, Santa Clara County Superior Court, Honorable Theodore C. Zayner, presiding (using an hourly rate of \$650 for work performed in 2021-2025); *In Re: Stanislaus Food Products Company Employment Cases*, Lead Case No. CV-23-001433, Stanislaus County Superior Court, Honorable John D. Freeland, presiding (using an hourly rate of \$725 for work performed in 2023-2025); *Samantha Vvanti, et al. v. O'Reilly Auto Enterprises, LLC*, Case No. 19STCV00091, Los Angeles County Superior Court, Honorable Timothy Patrick Dillon, presiding (using an hourly rate of \$725 for work performed in 2022-2025); and *John Ledbetter, et al. v. CJ Logistics America, LLC*, Case No. CIVSB2207118, San Bernardino County Superior Court, Honorable David E. Driscoll, presiding (using an hourly rate of \$725 for work performed in 2022-2025).

6. I have also been appointed as Class Counsel following a contested motion to certify one or more classes in three (3) class action lawsuits, including as the lead litigation attorney in the following cases:

- *George Gomez v. The Bedrock Company*, Case No. CIVDS1824255, San Bernardino County Superior Court, Honorable David Cohn, presiding (certifying claims for unpaid overtime and minimum wage violations, meal period violations, rest period violations, wage statement violations, and waiting time penalties); and
- *Aurora Gatica v. Valley Ag, Inc. et al.*, Case No. 19CECG03018, Fresno County Superior Court, Honorable D. Tyler Tharpe, presiding (certifying claims for meal period violations, unpaid rest period violations, wage statement violations, and waiting time penalties).

7. In every year from 2020 to 2025, Thomson Reuters and Los Angeles Magazine recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year.

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1 8. As counsel for Plaintiff, I have been actively involved in all aspects of this
2 litigation since its inception, including playing an integral part in the negotiations and resolution
3 of the claims at issue in this lawsuit.

4 9. Defendant sells, leases, and services a variety of industrial material handling
5 equipment including forklifts, pallet jacks, scissor lifts and floor cleaners. Like all Settlement
6 Class Members, Plaintiff was employed by Defendant during the Class Period and was subject to
7 Defendant's alleged unlawful wage and hour policies and practices.

8 10. On August 1, 2024, Plaintiff initiated this action against Defendant, asserting the
9 following causes of action: (1) failure to pay all overtime wages; (2) failure to pay all minimum
10 wages; (3) meal period violations; (4) rest period violations; (5) failure to reimburse necessary
11 business expenses; (6) wage statement violations; (7) failure to timely pay final wages; and (8)
12 violation of the California Business and Professions Code section 17200, *et seq.* On October 7,
13 2024, Plaintiff filed a First Amended Complaint, adding a cause of action for civil penalties under
14 the PAGA based on the same underlying Labor Code violations.

15 11. In connection with mediation, Defendant provided Plaintiff with electronic
16 timekeeping and payroll records for a representative sampling of approximately 25% of the
17 Settlement Class, covering the entire Class Period, along with key policy documents and relevant
18 data points. Plaintiff then retained a statistical economist with a Ph.D. to assist in analyzing the
19 data and conducting a comprehensive, class-wide analysis to develop an exposure model for the
20 claims at issue. On October 21, 2025, the Parties participated in a full-day mediation session with
21 mediator Monique Ngo-Bonnici, Esq., during which they exchanged divergent views regarding
22 Defendant's liability, potential exposure, and the likelihood of class certification. At the
23 conclusion of the mediation session, Ms. Ngo-Bonnici issued a mediator's proposal, which was
24 accepted by both sides. Over the following weeks, the Parties negotiated and executed the long-
25 form Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement"
26 or "Settlement") that the Court preliminarily approved on January 30, 2026.

27 12. A true and correct copy of this Court's Order Granting Preliminary Approval of
28 Class Action and PAGA Action Settlement is attached hereto as **Exhibit 1**.

1 13. On December 30, 2025, Plaintiff submitted the Parties' Settlement Agreement and
2 all moving papers filed in support of the Motion for Preliminary Approval to the California Labor
3 and Workforce Development Agency ("LWDA"). A true and correct copy of Plaintiff's
4 Settlement Submission to the LWDA and the LWDA's confirmation of receipt are attached hereto
5 as **Exhibit 2**.

6 14. My firm's cost records identify to-date out-of-pocket expenses as \$30,709.20.
7 However, the total amount that my firm requests for reimbursement (\$30,820.98) includes an
8 additional \$111.78 in anticipated future costs for the filing and service of this Motion and,
9 ultimately, the Settlement Administrator's final accounting declaration, which will be incurred
10 after the filing of this Motion. These costs are both foreseeable and necessary to fully implement
11 the terms of the Settlement and to complete the final approval and final accounting processes. A
12 true and correct copy of my firm's cost report is attached hereto as **Exhibit 3**.

13 15. As detailed in Plaintiff's Motion for Preliminary Approval, Defendant asserts that
14 Plaintiff's explanation of Defendant's timekeeping system is inaccurate, and that the only time
15 that an employee would need to follow the 3-step clock-in process described by Plaintiff was
16 when they forgot their password that allowed them to clock in and out on a personal handheld
17 device. Defendant shared records with Plaintiff showing that Plaintiff had forgotten his password
18 and needed to follow the 3-step process a total of 14 times throughout his employment, and
19 asserted that on all other occasions, Plaintiff had the ability to quickly clock in and out on his
20 handheld device using only a password. Defendant denies Plaintiff's claims regarding off-the-
21 clock work during meal periods and argues that such a theory is not appropriate for class
22 treatment, as it would require individualized inquiries into whether each employee actually
23 performed any work while off-the-clock, and if so, how much, resulting in an unmanageable
24 series of mini-trials. Defendant also obtained declarations from numerous employees attesting
25 that they had never been asked or caused to work off-the-clock during meal periods, underlining
26 the potentially individualized nature of this theory.

27 16. As to Plaintiff's meal period claim, Defendant points to its timekeeping records
28 that show facial compliance for more than 99% of all shifts. Defendant also contends that

1 Plaintiff's primary theory of meal period liability is completely unsupported by the evidence, as
2 all employees were provided the ability to clock in and out on handheld company phones,
3 meaning that they could clock in immediately upon ending their meal period, and all time spent
4 returning to work would be on the clock. Further, Defendant maintains that the 3-step clock in
5 process described by Plaintiff is only utilized when an employee forgets their password to their
6 handheld device, which for most employees was rare or never happened at all. Defendant
7 maintains that any arguments about working off the clock during meal periods would be highly
8 individualized given that it maintained a facially compliant written meal period policy at all times
9 throughout the putative class period, and has always provided meal periods consistent with that
10 policy. Defendant also obtained numerous declarations from employees attesting to compliant
11 meal period policies and practices.

12 17. As to Plaintiff's rest period claim, Defendant disputes these allegations and asserts
13 that it has maintained a facially lawful written rest period policy at all times throughout the
14 putative class period, and that it has always authorized and permitted 15-minute rest periods, in
15 excess of what is required under California law. Defendant also disputes that anyone was ever
16 prevented from leaving the company premises for rest periods or required to clock out to do so,
17 and that any contrary instructions would have been in violation of company policy. Defendant
18 also obtained numerous declarations from employees attesting to legally compliant rest period
19 policies and practices. As such, Defendant argues that individualized inquiries would be required
20 to determine whether an employee was truly not authorized and permitted to take a rest period on
21 any given shift, rendering the claim unsuitable for class treatment. Defendant also asserts that
22 questions such as whether the employee was authorized and permitted to take a rest period, or
23 whether rest periods were voluntarily skipped, would overwhelm any common questions and raise
24 manageability concerns given that rest periods are not recorded.

25 18. As to Plaintiff's reimbursement claim, Defendant counters that the 3-step clock-in
26 process was only in the event of a forgotten password on the company-provided device, and was
27 therefore a rare occurrence for most employees, and did not necessitate the use of a personal
28 phone for work purposes.

19. Finally, Defendant argues that Plaintiff's underlying claims will fail and, as a result, the derivative wage statement, waiting time, and PAGA claims must also fail. Defendant also maintains that Plaintiff cannot show that any wage statement violations were "knowing and intentional," or that the putative class members "suffered injury" as required by Labor Code § 226(e). Moreover, Defendant contends that its good faith defenses to the underlying claims would preclude recovery of waiting time penalties, which require a "willful" failure to pay wages. Defendant also asserts that this Court should exercise its discretion to substantially reduce any PAGA penalties awarded.

CMO H(2)

20. Plaintiff seeks a Class Representative Service Payment of \$10,000.00, and submits this amount is fair and reasonable in light of his substantial efforts and the risks undertaken on behalf of the Settlement Class. Plaintiff has invested significant time and effort into seeing this litigation through resolution, and the Settlement Class, who would not be receiving anything if it were not for Plaintiff's decision to pursue these claims, will benefit greatly from his participation.

21. Among other things, Plaintiff searched for relevant documents, provided factual information to Class Counsel, participated in multiple calls to discuss the claims and company policies, reviewed documents and filings related to the case, assisted with mediation preparation, participated by phone during the mediation session to respond to factual inquiries from opposing counsel and the mediator, and discussed the settlement terms with Class Counsel and gave input on whether they believed the settlement was fair. Plaintiff estimates he devoted at least 15-20 hours to tasks that contributed directly to the resolution of this matter. He also assumed meaningful risk by serving as the named plaintiff, as his name is now associated with a wage and hour class action lawsuit against a former employer. Plaintiff also agreed to a general release of all claims subject to a waiver of Civil Code § 1542.

CMO H(3)

22. My firm's attorneys' fees request of \$433,333.33, which is one-third of the GSA, is the same percentage sought in *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, and is fair and reasonable based on the percentage of recovery method. This is consistent with my firm's

experience in similar wage-and-hour class action matters. Although the Settlement provides for a Class Counsel Fees Payment of up to 35% of the GSA, my firm is seeking only one-third of the GSA in fees. My firm has a lodestar of \$218,162.50, which results in a reasonable multiplier of approximately 1.98 when compared to the \$433,333.33 fee request. A summary of the hours worked by each attorney and paralegal appears below. The billing rates used are reasonable in light of the evidence submitted herewith and have been approved by multiple courts throughout California. A true and correct copy of my firm's billing summary is attached hereto as **Exhibit 4**. A true and correct copy of the 2026 Laffey Matrix is attached hereto as **Exhibit 5**.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (19th Year Attorney)	\$975	33.1	\$32,272.50
Fletcher W. Schmidt (13th Year Attorney)	\$875	78.2	\$68,425.00
Matthew K. Moen (10th Year Attorney)	\$775	89.6	\$69,440.00
Aden M. Khachadorian (4th Year Attorney)	\$500	88.9	\$44,450.00
HLG Paralegals	\$250	14.3	\$3,575.00
Total Lodestar			\$218,162.50

23. Aden M. Khachadorian, a former Associate at my firm, is a 2022 graduate of Loyola Law School, Los Angeles, who was admitted to the California State Bar in December 2022. Throughout his career, Mr. Khachadorian's practice has been devoted exclusively to litigating wage and hour class and PAGA actions in California state and federal court, and was integrally involved in all aspects of the litigation for this matter. Mr. Khachadorian's has been awarded attorneys' fees following a lodestar cross-check in the following class action settlements that have been granted final approval: *Davis Allen v. Creative Stone MFG. Inc.*, San Bernardino County Superior Court, Case No. CIVSB2201498 (awarding attorney's fees following a lodestar cross-check based on a rate of \$425 for work performed in 2022-2023); *Richard Soto v. Applied BioCode, Inc.*, Case No. 23STCV20199, Los Angeles County Superior Court, Honorable Laura A. Seigle, presiding (awarding attorneys' fees following a lodestar cross-check based on an hourly rate of \$425 for work performed in 2023-2025); *Miriam Moreno v. Beacon Day School, Inc.*,

Case No. 30-2022-01296662-CU-OE-CXC, Orange County Superior Court, Honorable Lon F. Hurwitz, presiding (awarding attorneys' fees following a lodestar cross-check based on an hourly rate of \$425 for work performed in 2022-2025); *Osman Ventura v. Kay & James, Inc., et al.*, Los Angeles County Superior Court, Case No. 19STCV25743 (awarding attorney's fees following a lodestar cross-check based on a rate of \$425 for work performed in 2022-2023); *Jose Cuellar v. Bee Imagine LLC*, Los Angeles County Superior Court, Case No. 21STCV07867 (awarding attorney's fees following a lodestar cross-check based on a rate of \$400 for work performed in 2022-2024); *Crescencio Cruz v. Holland America Flowers, LLC*, San Luis Obispo County Superior Court, Case No. 21CV-0620 (awarding attorney's fees following a lodestar cross-check based on a rate of \$400 for work performed in 2022-2024); *Alfredo Salazar Meza v. Open Door Packaging, LLC, et al.*, San Bernardino County Superior Court, Case No. CIVSB2200570 (awarding attorney's fees following a lodestar cross-check based on a rate of \$400 for work performed in 2022-2024).

24. As discussed above, this case presented significant risks to both class certification and merits considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class Counsel. Since undertaking representation of Plaintiff, my firm has devoted substantial time to this litigation without receiving any compensation to date. My firm's efforts included pre-filing investigation, legal research, review and analysis of class data and policy documents, working with a forensic accountant to develop a comprehensive damages model, participation in mediation and continued settlement negotiations in the weeks following mediation, drafting and revising the Memorandum of Understanding, long-form Settlement Agreement, and Notice documents, as well as all pleadings and filings in support of the Motions for Preliminary and Final Approval, oversaw the notice process, fielded questions from Class Members and otherwise litigated the case. My firm will also expend future attorney time attending the hearing on this Motion, overseeing the disbursement process, and reviewing and filing the Settlement Administrator's final accounting declaration with the Court, among other tasks.

25. My firm's previous experience in litigating wage and hour class actions also supports the reasonableness of the fee request. My firm is well-versed in both plaintiff and

1 defense-side wage and hour class and representative action litigation, and collectively bring four
2 decades of experience in class and representative employment matters. My firm has also been
3 certified as class counsel in numerous other cases in both State and federal court.

4 26. My firm has entered into a written fee-splitting agreement with Law Office of
5 Joseph Richards, P.C., who is the referring attorney. Plaintiff was fully notified of the fee-splitting
6 agreement in writing and consented to the fee-splitting agreement in writing, in compliance with
7 California Rules of Professional Conduct, Rule 1.5.1. Therefore, attorneys' fees and costs will be
8 distributed between the two law firms as follows: Haines Law Group, APC shall be paid
9 \$346,666.67 in attorneys' fees and \$30,820.98 in litigation costs, for a total of \$377,487.65; and
10 Law Office of Joseph Richards, P.C. shall be paid \$86,666.66 in attorneys' fees.

11 **CMO H(4)**

12 27. My firm incurred and respectfully requests reimbursement of \$30,820.98 in actual
13 litigation costs incurred, which is more than \$9,000 *less* than the \$40,000.00 cap the Court
14 preliminarily approved in the Settlement Agreement. My firm retained Berkeley Research Group
15 to perform the expert analysis in this case. A true and correct copy of the lone invoice that my
16 firm received in this matter from Berkeley Research Group is attached hereto as **Exhibit 6**.

17 28. Plaintiff also requests that the Court approve \$8,250.00 in administration costs to
18 Phoenix as the Settlement Administrator.

19 **CMO H(5)**

20 29. A true and correct copy of the declaration of Connor Tevenan, submitted on behalf
21 of Phoenix Settlement Administrators, the Court-appointed Settlement Administrator, is
22 submitted concurrently with the Final Approval Motion. As detailed therein, Mr. Tevenan
23 authenticates the final versions of the Notice of Pendency of Class Action and Proposed
24 Settlement ("Class Notice"), Dispute Form, Request for Exclusion Form, and Objection Form
25 (collectively, the "Notice Packet"), which are collectively attached as Exhibit A to his declaration.
26 Because this was not a claims-made settlement, no claim forms were required. Mr. Tevenan
27 confirms that the Settlement Administrator received zero objections and zero disputes, and that
28 one valid Request for Exclusion request was received, which Mr. Tevenan authenticates and

1 attaches to his declaration as Exhibit B. The declaration also includes a comprehensive estimate
2 of total settlement administration costs, encompassing all work completed to date and anticipated
3 future services, attached as Exhibit C.

4 **CMO H(6)**

5 30. The Settlement Agreement requires Defendant to separately pay the employer's
6 share of payroll taxes in addition to, and apart from, the GSA The declaration of Connor Tevenan
7 also estimates that the amount Defendant will separately pay for the employer's share of payroll
8 taxes will be approximately \$23,688.80 based on the twenty percent (20%) portion of Individual
9 Class Payments allocated as wages.

10 **CMO H(7)**

11 31. Concurrently with the filing of this Motion, Plaintiff has lodged a combined
12 [Proposed] Judgment and Order Granting Plaintiff's Motion for Final Approval of Class Action
13 and PAGA Action Settlement, Class Representative Service Payment, and Attorneys' Fees and
14 Costs (the [Proposed] Judgment and Order").

15 **CMO H(8)**

16 32. The [Proposed] Judgment and Order provides that all settlement distribution
17 checks will be negotiable for 180 days from the date of mailing. The envelope transmitting checks
18 will note: "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." The [Proposed]
19 Judgment and Order further provides that any check not negotiated within 60 days will trigger a
20 reminder postcard to be mailed to the Class Member. The [Proposed] Judgment and Order further
21 provides that, for any Class Members who are current employees and whose checks are returned
22 as undeliverable, the Settlement Administrator will coordinate with Defendant to deliver checks
23 to the employees at their place of employment.

24 **CMO H(9)**

25 33. The first reference to the Settlement Agreement in the [Proposed] Judgment and
26 Order includes the title of the agreement ("Class Action and PAGA Settlement Agreement and
27 Class Notice"), its filing date (December 30, 2025), and the identification of the filing as Exhibit
28 A to the Declaration of Matthew K. Moen in Support of Plaintiff's Preliminary Approval Motion.

1 **CMO H(10)**

2 34. The [Proposed] Judgment and Order identifies by name the sole Class Member
3 who timely requested exclusion from the Settlement.

4 **CMO H(11)**

5 35. The [Proposed] Judgment and Order states that attorneys' fees and costs will be
6 distributed as follows: Haines Law Group, APC shall be paid \$346,666.67 in attorneys' fees and
7 \$30,820.98 in litigation costs, for a total of \$377,487.65; and Law Office of Joseph Richards, P.C.
8 shall be paid \$86,666.66 in attorneys' fees. My firm has entered into a written fee-splitting
9 agreement with Law Office of Joseph Richards, P.C., who is the referring attorney. Plaintiff was
10 fully notified of the fee-splitting agreement in writing and consented to the fee-splitting agreement
11 in writing, in compliance with California Rules of Professional Conduct, Rule 1.5.1.

12 **CMO H(12)**

13 36. There is no *cy pres* recipient in this settlement. Instead, any uncashed settlement
14 checks will be redistributed to participating Settlement Class Members who cash their checks.

15 **CMO H(13)**

16 37. The [Proposed] Judgment and Order does not contain any language enjoining
17 Class Members from pursuing released claims, does not deem Class Members to have
18 contractually agreed not to sue, and does not purport to dismiss the action itself, as prohibited by
19 California Rules of Court, Rule 3.769(h).

20 **CMO H(14)**

21 38. The [Proposed] Judgment and Order does not prohibit third parties from offering
22 the Settlement Agreement into evidence in other proceedings and does not purport to determine
23 its admissibility in future litigation.

24 **CMO H(15)**

25 39. The [Proposed] Judgment and Order describes the text of the notice of entry of
26 judgment to be given to the Settlement Class Members, and that the Settlement Administrator
27 will provide notice of entry of judgment via a settlement website. The [Proposed] Judgment and
28 Order further provides that the website URL will be printed on all settlement checks for reference.

1 **CMO H(16)**

2 40. Should the Court deny or continue the hearing on this Motion, any amended
3 versions of the [Proposed] Judgment and Order or other documents will be submitted with a
4 redlined comparison and a supporting declaration authenticating the changes.

5 **CMO H(17), I**

6 41. Plaintiff proposes that the Final Accounting Hearing be scheduled for August 11,
7 2027, at 8:30 a.m., which is provided for in the [Proposed] Judgment and Order. The [Proposed]
8 Judgment and Order further provides a deadline of July 28, 2027 for the filing of a report
9 concerning the amount of money distributed. The Settlement Administrator will provide from an
10 individual with personal knowledge, and Plaintiff will file, the final distribution declaration
11 describing: (i) the date the settlement checks were mailed, (ii) the total number of checks mailed
12 to Class Members, (iii) the average amount of those checks, (iv) the number of checks that remain
13 uncashed, (v) the total value of those uncashed checks, (vi) the average amount of the uncashed
14 checks, and (vii) the nature and date of the disposition of any unclaimed funds.

15 42. I confirm that I do not have any interest or involvement in, and am not affiliated
16 with, the proposed settlement administrator, Phoenix Settlement Administrators.

17 43. I am not aware of any other class, representative, or other collective actions in any
18 other court or jurisdiction that assert claims similar to the those asserted in this action on behalf
19 of a class or group of individuals some or all of whom would also be members of the class defined
20 in this action. I made a reasonable inquiry of other members of my law firm to determine whether
21 anyone in my firm is aware of any such similar actions.

22 44. Pursuant to Section 6.1.1.2 of the Settlement Agreement, Defendant provided my
23 office with a declaration from Linda Dao-Providente, Defendant's Chief Financial Officer,
24 attesting to the financial condition of Defendant's company and the need for an installment
25 payment plan in order to fund the Settlement, supporting the discussions held by the Parties during
26 mediation. Based on Plaintiff's Counsel's review of the declaration, we believe that Defendant's
27 cash-flow concerns support the need for a reasonable six-month installment payment plan in order
28 to fund the Settlement. Plaintiff's Counsel believes that the GSA is significant, fair and

1 reasonable, and the higher GSA paid pursuant to a reasonable payment plan is in the best interest
2 of the Settlement Class Members. Should the Court require, Plaintiff's Counsel will provide the
3 Court with the declaration of Ms. Dao-Providente for an *in camera* review or filed under seal.

4 45. Simultaneously with the filing of this Motion, Plaintiff has served copies of this
5 motion and all documents in support hereof on the LWDA. Attached hereto as **Exhibit 7** are true
6 and correct copies of Plaintiff's Final Approval Motion Submission, including all documents filed
7 in support thereof, and the LWDA's confirmation of receipt.

8 I declare under penalty of perjury under the laws of California and the United States that
9 the foregoing is true and correct. Executed on April 24, 2026, at El Segundo, California.

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11 _____
12 Matthew K. Moen
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EXHIBIT 1

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JAN 30 2026

L. Melendrez *LM*

CA1

FEB 02 2026

RECEIVED

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

JOSE FUENTES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SOUTHWEST MATERIAL HANDLING,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendant.

Case No. CVRI2404365

[Case assigned for all purposes to the Hon.
Harold W. Hopp, Dept. 1]

**ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA ACTION
SETTLEMENT**

Date: January 23, 2026

Time: 8:30 a.m.

Dept.: 1

Action Filed: August 1, 2024

Trial Date: None Set

ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT

1 The Motion of Plaintiff Jose Fuentes ("Plaintiff") for Preliminary Approval of Class
2 Action and PAGA Action Settlement came on regularly for hearing before this Court on January
3 23, 2026, at 8:30 a.m. This Court, having considered the proposed Class Action and PAGA
4 Settlement Agreement and Class Notice ("Settlement Agreement") attached as Exhibit A to the
5 Declaration of Matthew K. Moen filed concurrently herewith; having considered Plaintiff's
6 Motion for Preliminary Approval of Class Action and PAGA Action Settlement, the
7 Memorandum of Points and Authorities in support thereof, and the supporting declarations filed
8 therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

9 1. The Court GRANTS preliminary approval of the class action settlement as set
10 forth in the Settlement Agreement, and finds its terms to be within the range of reasonableness of
11 a settlement that ultimately could be granted approval by the Court at a Final Approval Hearing.
12 For purposes of the Settlement, the Court finds that the proposed Settlement Class is ascertainable
13 and that there is a sufficiently well-defined community of interest among the members of the
14 Settlement Class in questions of law and fact. Therefore, for settlement purposes only, the Court
15 grants conditional certification of the following Settlement Class:

16 All non-exempt, hourly individuals that worked for Defendant
17 Southwest Material Handling, Inc. in California during the period
18 from August 1, 2020 to December 31, 2025.

19 2. The Settlement Agreement specifies for an attorneys' fees award not to exceed
20 35% of the Gross Settlement Amount and counsel for Plaintiff represents it will seek an award of
21 one-third of the Gross Settlement Amount (\$433,333.33), an award of litigation expenses incurred
22 not to exceed \$40,000.00, proposed Class Representative Service Payment to Plaintiff in an
23 amount not to exceed \$10,000.00, settlement administration costs not to exceed \$8,250.00, and
24 PAGA civil penalties in the amount of \$75,000.00 (35% of which (\$26,250.00) will be paid to
25 PAGA Aggrieved Employees). The Court will not approve the amount of attorneys' fees and
26 costs, enhancement payments, or PAGA civil penalties, until the Final Approval Hearing.

27 3. For purposes of the Settlement, the Court designates named Plaintiff Jose Fuentes
28 as the Class Representative, and designates Paul K. Haines, Fletcher W. Schmidt, and Matthew
K. Moen of Haines Law Group, APC as Class Counsel.

1 4. The Court designates Phoenix Settlement Administrators as the third-party
2 Settlement Administrator for mailing notices.

3 5. The Court approves, as to form and content, the Notice of Pendency of Class
4 Action and Proposed Settlement (“Class Notice”) Dispute Form, Request for Exclusion Form,
5 and Objection Form (collectively, the “Notice Packet”), attached as Exhibit 1 to this Proposed
6 Order.

7 6. The Court finds that the form of notice to the Settlement Class regarding the
8 pendency of the action and of the Settlement, and the methods of giving notice to members of the
9 Settlement Class, constitute the best notice practicable under the circumstances, and constitute
10 valid, due, and sufficient notice to all of the Settlement Class members. The form and method of
11 giving notice complies fully with the requirements of California Code of Civil Procedure § 382,
12 California Civil Code § 1781, California Rules of Court 3.766 and 3.769, the California and
13 United States Constitutions, and other applicable law.

14 7. The Court further approves the procedures for the Settlement Class members to
15 opt out of or object to the Settlement, as set forth in the Class Notice.

16 8. The procedures and requirements for filing objections in connection with the Final
17 Approval Hearing are intended to ensure the efficient administration of justice and the orderly
18 presentation of any Settlement Class member’s objection to the Settlement in accordance with the
19 due process rights of all members of the Settlement Class.

20 9. The Court directs the Settlement Administrator to mail the Notice Packet to the
21 members of the Settlement Class in accordance with the terms of the Settlement. The Court directs
22 the Settlement Administrator to carry out all duties as required by the Settlement.

23 10. The Court orders the Settlement Administrator to redact the last four digits of all
24 individuals’ Social Security Numbers (“SSN”) from any forms and/or documents filed in
25 connection with the motion for final approval.

26 11. No claim form is required for Settlement Class Members to receive their
27 settlement payment. The Class Notice shall provide at least forty-five (45) calendar days’ notice
28 for members of the Settlement Class to opt out of, or object to the Settlement. The Class Notice

1 shall be accompanied by an exclusion form and objection form that Settlement Class members
2 may use. Any Request for Exclusion or Objection shall be submitted directly to the Settlement
3 Administrator and not filed with the Court. Upon receipt of any Requests for Exclusion or
4 Objections, the Settlement Administrator shall forward copies of all Requests for Exclusion and
5 Objections to counsel for all parties. The Settlement Administrator shall file a declaration
6 concurrently with the filing of the Motion for Final Approval of Class Action Settlement which
7 authenticates a copy of every Request for Exclusion and Objection received by the Settlement
8 Administrator. The Settlement Administrator shall give notice to any objecting Settlement Class
9 member of any continuance of the hearing on Plaintiff's Motion for Final Approval of Class
10 Action and PAGA Action Settlement.

11 12. The Final Approval Hearing on the question of whether the Settlement should be
12 finally approved as fair, reasonable, and adequate is scheduled in Department 1 of this Court,
13 located at 4050 Main Street, Riverside, California 92501 on May 18, 2026 at 8:30 a.m.

14 13. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement
15 should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether
16 a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's
17 application for reasonable attorneys' fees, reimbursement of litigation expenses, Enhancement
18 Payment, settlement administration costs, and payment to the Labor & Workforce Development
19 Agency ("LWDA") for penalties under the Labor Code Private Attorneys General Act should be
20 granted.

21 14. Counsel for the parties shall file memoranda, declarations, or other statements and
22 materials in support of their request for final approval of the Settlement, attorneys' fees, litigation
23 expenses, Plaintiff's Service Payment, payment to the LWDA, and settlement administration
24 costs, prior to the Final Approval Hearing according to the time limits set by the Code of Civil
25 Procedure and the California Rules of Court.

26 ///

27 ///

28 ///

1 15. An implementation schedule is below (assuming preliminary approval is granted
2 on January 23, 2026):

Event	Date
Defendant to provide Class Data to the Settlement Administrator no later than [14 days after preliminary approval]:	February 6, 2026
Settlement Administrator to mail the Notice Packet to Settlement Class members no later than [14 days after receiving Class Data]:	February 20, 2026
Deadline for Settlement Class members to request exclusion from, or object to, the Settlement, or submit a dispute [45 calendar days after mailing]:	April 6, 2026
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement [16 court days before Final Approval Hearing]:	April 24, 2026
Final Approval Hearing:	May 18, 2026 at 8:30 a.m.

14 16. Pending the Final Approval Hearing, all proceedings in this action, other than
15 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
16 Order, are stayed.

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

20 **IT IS SO ORDERED.**

21 Dated: 1/30/26

22 
23 Hon. Harold W. Hopp
24 Judge of the Superior Court
25
26
27
28

EXHIBIT 1

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

*Jose Fuentes v. Southwest Material Handling, Inc.,
Case No. CVRI2404365 (Riverside County Superior Court)*

***The Riverside County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.***

You may be eligible to receive money from an employee class and representative action lawsuit (“Action”) against Southwest Material Handling, Inc. (“Defendant”) for alleged wage and hour violations. The Actions were filed by former employee, Jose Fuentes, and seek payment of back wages and other relief for a class of all persons currently or formerly employed by Defendant as hourly-paid employees in the State of California (“Class Members”) who worked for Defendant during the Class Period (August 1, 2020, through December 31, 2025); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Class Members who worked for Defendant during the PAGA Period (August 1, 2023, through December 31, 2025) (“Aggrieved Employees”)

The proposed Settlement has two main parts: (1) a Class settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Payments and pay PAGA Penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked _____ Workweeks during the Class Period and you worked _____ Pay Periods during the PAGA Period**. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. READ THIS NOTICE CAREFULLY. You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

	a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you worked for Defendant at some point(s) between August 1, 2020, and December 31, 2025, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys' General Act ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant during the "PAGA Period," which is August 1, 2023, through December 31, 2025.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator's contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the Riverside County Superior Court, and the case is titled *Jose Fuentes v. Southwest Material Handling, Inc.*, Case No. CVRI2404365. The person who sued, Jose Fuentes, is the Plaintiff, and the company sued, Southwest Material Handling, Inc. is the Defendant.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuit alleges wage and hour violations against Defendant for: (1) Failure to Pay All Overtime Wages; (2) Minimum Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Failure to Reimburse Necessary Business Expenses; (6) Wage Statement Violations; (7) Waiting Time Penalties; (8) Unfair Competition; and (9) Civil Penalties under the Private Attorneys General Act ("PAGA Penalties) based on the alleged violations of the California Labor Code listed above. Defendant denies Plaintiff's claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called “Class Representatives” (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court has not decided in favor of the Plaintiff or Defendant on the merits of the claims alleged in the lawsuit. Plaintiff believes Plaintiff would win at trial. Defendant thinks that Plaintiff’s lawsuit would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiff, as well as Plaintiff’s lawyers (called “Class Counsel”), believes the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: All employees of Defendant who were classified as hourly and worked within the State of California at any time from August 1, 2020 through December 31, 2025.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount (“GSA”) of \$1,300,000 (one million, three hundred thousand dollars and zero cents) to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of up to 35% of the GSA, currently \$455,000, plus reimbursement for actual costs and expenses incurred; a Class Representative Service Payment of \$10,000 to Plaintiff (for Plaintiff’s work and efforts prosecuting this case); a PAGA Penalties payment of \$75,000 to resolve the PAGA claims; and Settlement Administration Costs to [REDACTED]. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately \$XXXXXXX. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement

Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$75,000 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 65% of the PAGA Penalties payment, or \$48,750, will be paid to the California Labor and Workforce Development Agency. The remaining 35% of the PAGA Penalties payment, or \$26,250, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendant’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (August 1, 2020, through December 31, 2025). Eighty percent (80%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant from August 1, 2023 through December 31, 2025 (“PAGA Period”), you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees’ Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement under California law.

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, you may request to correct it by providing any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on _____, to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 190 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be redistributed to the Class Members who have cashed their checks. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendant and all of Defendant's officers, directors, employees and agents ("Released Parties"). The releases become effective once the GSA is fully funded by Defendant.

Released Class Claims: The "Released Class Claims" are all claims, damages, debts, liabilities, obligations, penalties, actions, rights, demands, liabilities, and causes of action of any kind, arising under state, federal, or local law, whether statutory, common law, or administrative law, at any time during the Class Period, that were alleged or which could have reasonably been alleged based on the facts alleged in the Operative Complaint and the PAGA Notice, and/or ascertained in the course of the Action.

Released PAGA Claims: Plaintiff and the State of California will also release all claims for PAGA civil penalties that accrued during the PAGA Period and that were alleged or reasonably could have been alleged based on the facts alleged in the Operative Complaint and the PAGA Notice, and/or ascertained in the course of the Action.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than 45 days after this Notice is mailed. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your Request for Exclusion Form to the settlement Administrator no later than the <<RESPONSE DEADLINE>>. A copy of the Request for

Exclusion Form is included with this Notice. Send the completed Request for Exclusion Form directly to the settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>.

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (August 1, 2023, through December 31, 2025). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is 45 days after this Notice is mailed.

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself, you will not receive any money from this NSA. However, if you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendant, if you desire. If you choose to opt-out of the Settlement and you are an Aggrieved Employee, you will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement under California law.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Haines Law Group, APC is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

Pul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Matthew K. Moen (SBN 305956)
mmoen@haineslawgroup.com
HAINES LAW GROUP, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245
Telephone: (424) 292-2350
Facsimile: (424) 292-2355

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve up to 35% of the GSA (currently \$455,000) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of reimbursement of actual litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve payment to Plaintiff Jose Fuentes, in the amount of \$10,000 in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiff has spent in service to the Class as the Class Representative. The Court may award the Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before [REDACTED], at the following address <<INSERT ADMINISTRATOR CONTACT INFO>>. An Objection Form is included with this Notice.

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from the NSA. If you are an Aggrieved Employee, you will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement under California law.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at [REDACTED] on [REDACTED] in Department 1 of the Riverside County Superior Court located at 4050 Main Street, Riverside, CA 92501 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, [REDACTED], by calling toll free 1-800-XXX-XXXX, or you can write to the Administrator at the following address:

[REDACTED]
Jose Fuentes v. Southwest Material Handling, Inc. Settlement
[REDACTED]
[REDACTED]

Email: [REDACTED]

PLEASE DO NOT TELEPHONE THE COURT OR SOUTHWEST MATERIAL HANDLING, INC.'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

DISPUTE FORM

Jose Fuentes v. Southwest Material Handling, Inc.,
Riverside County Superior Court
Case No.: CVRI2404365

IF YOU BELIEVE THAT THE NUMBER OF WORKWEEKS OR PAY PERIODS LISTED BELOW IS INCORRECT, YOU MAY DISPUTE THE INFORMATION BY SUBMITTING DOCUMENTATION SHOWING THE CORRECT NUMBER OF WORKWEEKS OR PAY PERIODS YOU BELIEVE YOU WORKED DURING THE RELEVANT TIME PERIODS. ALL DISPUTES MUST BE MAILED OR DELIVERED DIRECTLY TO THE SETTLEMENT ADMINISTRATOR: PHOENIX SETTLEMENT ADMINISTRATORS <<INSERT ADMINISTRATOR CONTACT INFO>>

DEADLINE: ALL DISPUTES MUST BE POSTMARKED OR DELIVERED ON OR BEFORE <<RESPONSE DEADLINE>>.

According to Defendant's records:

- You worked ____ workweeks for Southwest Material, Inc. in California between August 1, 2020 and December 31, 2025;
- There were a total of ____ workweeks worked for Southwest Material Handling, Inc. in California by all Class Members between August 1, 2020 and December 31, 2025;
- You worked ____ weekly pay periods for Southwest Material Handling, Inc. in California between August 1, 2023 and December 31, 2025; and
- There were a total of ____ weekly pay periods worked for Southwest Material Handling, Inc. in California by all PAGA Aggrieved Employees between August 1, 2023 and December 31, 2025.

Based on this information, your Settlement Award is estimated to be \$ _____. Your share of the PAGA Amount is estimated to be \$ _____.

Provide any evidence to support what you believe is your actual number of workweeks and pay periods during the relevant time periods. Please attach additional pages if necessary:

REQUEST FOR EXCLUSION FORM

Jose Fuentes v. Southwest Material Handling, Inc.
Riverside County Superior Court
Case No.: CVRI2404365

IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL OR DELIVER THIS FORM, POSTMARKED ON OR BEFORE <<RESPONSE DEADLINE>>, ADDRESSED AS FOLLOWS:

[INSERT SETTLEMENT ADMINISTRATOR]
Jose Fuentes, v. Southwest Material Handling, Inc.
SETTLEMENT ADMINISTRATOR
<<INSERT ADMINISTRATOR CONTACT INFO>>

DO NOT SUBMIT THIS FORM IF YOU WISH TO BE PART OF THE CLASS ACTION SETTLEMENT. DO NOT SUBMIT THIS FORM TO THE COURT.

By signing, filling out, and returning this form, I confirm that I **do not** want to be included in the Settlement of the lawsuit entitled *Jose Fuentes v. Southwest Material Handling, Inc.*, Riverside County Superior Court Case No. CVRI2404365.

I HAVE READ THE NOTICE TO SETTLEMENT CLASS AND I WISH TO OPT OUT OF THE SETTLEMENT CLASS IN *JOSE FUENTES V. SOUTHWEST MATERIAL HANDLING, INC.*, RIVERSIDE SUPERIOR COURT CASE NO. CVRI2404365.

I UNDERSTAND THAT IF I OPT OUT FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT. HOWEVER, I MAY STILL BE ENTITLED TO RECEIVE A PORTION OF THE SETTLEMENT OF THE CLAIMS BROUGHT PURSUANT TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA") AS DESCRIBED IN THE ACCOMPANYING NOTICE TO SETTLEMENT CLASS.

Name

Last Four Digits of Social Security Number

Address

Date

Signature

OBJECTION FORM

Jose Fuentes v. Southwest Material Handling, Inc,
Riverside County Superior Court
Case No.: CVRI2404365

ALL OBJECTIONS MUST BE MAILED OR DELIVERED DIRECTLY TO THE SETTLEMENT ADMINISTRATOR, PHOENIX SETTLEMENT ADMINISTRATORS AT <<INSERT ADMINISTRATOR CONTACT INFO>>. ALL OBJECTIONS MUST BE POSTMARKED OR DELIVERED ON OR BEFORE <<RESPONSE DEADLINE>>. SUBMITTING THIS FORM DOES NOT REQUIRE YOU TO APPEAR IN COURT. THE COURT WILL CONSIDER YOUR OBJECTION WHETHER OR NOT YOU APPEAR.

OBJECTING CLASS MEMBER INFORMATION:

Name

Telephone Number

Address

Last 4 SSN

Date

Signature

**DESCRIBE THE NATURE AND BASIS OF EACH OBJECTION AND PLEASE ATTACH
ADDITIONAL PAGES IF NECESSARY:**

EXHIBIT 2

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Riverside County Superior Court ▼

Court Case Number *

CVR12404365

Hearing Date *

01/23/2026

Hearing Time *

08:30

HH:MM

Hearing Location *

4050 Main Street, Riversid

Number of aggrieved employees *

369

Net Amount to Aggrieved Employees *

733416.67

Gross settlement amount *

1300000.00

Gross penalty *

75000

Penalties to LWDA *

48750.00

Date of proposed settlement *

12/23/2025

Other PAGA Notices

[Search for PAGA Case number](#)

☒ I have searched LWDA's database for other PAGA claims filed against the employer(s) named in my NEW PAGA Claim Notice.

☒ There are no other PAGA claims which may be affected by this proposed settlement.

☐ The proposed settlement may affect other PAGA claims.

☐ A Notice of Related Cases has been filed in all related actions.

☐ Plaintiff has provided copies of proposed settlement and moving papers to plaintiffs with claims that are affected by this proposed settlement agreement.

☐ Plaintiff has submitted to LWDA the court complaint(s) on which this settlement is based.

Proposed Settlement and Other Documents

Proposed Settlement (must be .pdf or .xlsx) *

 1. 2025-12-...y Approval.pdf

Other Attachment (if any, must be .pdf or .xlsx)

 2. 2025-12-...anting MPA.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

3. 2025-12-...y Approval.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

4. 2025-12-... PA Motion.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

5. 2025-12-... PA Motion.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

6. 2025-12-...ndling MPA.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

7. 2025-12-...tration Dec.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

8. 2025-12-... Settlement.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

9. 2025-12-...Kalli Sarkin.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

Proof of Service.pdf

[Add Another Attachment](#)

LWDA requests that settling parties provide copies of supporting documents, including memorandum of points and authorities and declaration of counsel filed with the court, to assist LWDA in evaluating proposed settlement agreements.

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

Should you have questions regarding this online form, please contact PAGInfo@dir.ca.gov

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[Previous Page](#)

[Submit](#)

Valerina Cifuentes

From: no-reply@formassembly.com
Sent: Tuesday, December 30, 2025 5:44 PM
To: Valerina Cifuentes
Subject: Thank you for your Proposed Settlement Submission

12/30/2025 05:43:05 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 12/30/2025 05:43:05 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1043107-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 3

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

April 22, 2026

Jose Fuentes

Charges :

		<u>Qty/Price</u>	<u>Amount</u>
7/31/2024	ALL Postage for July, 2024.	1 16.32	16.32
	ALL Copying cost for July, 2024.	17 0.25	4.25
8/1/2024	IDLC Filing fee for: LWDA. Order #: ORD-0003000311	1 75.00	75.00
8/9/2024	ML One Legal's Filing fee for Complaint for Other Employment (Over \$35,000), Summons Issued and Filed, Certificate of Counsel., Civil Order #: 23440185	1 1,512.08	1,512.08
8/31/2024	ML Postage for August, 2024.	1 8.44	8.44
9/23/2024	IDLC First Legal's filing fee for: Notice of Posting Jury Fees. Order #: 5897646 Direct E-filing Base charge + Additional charges + Adv/wit ck + Check charge	1 169.80	169.80
9/24/2024	IDLC First Legal's service fee for: 2024-09-23 Notice of Posting Jury Fees, 2024-08-09 Notice of Case Management Conference, 2024-08-01 Civil Case Cover Sheet, 2024-08-01 Summons, 2024-08-01 Southwest Material Handling Complaint, 2024-08-09 Notice of Department Assignment, ADR Packet, 2024-08-01 Certificate of Counsel. Order #: 5899019 Process - Branch 3 days Base charge + PDF/Ship + Fuel charge	1 133.89	133.89
9/30/2024	IDLC First Legal's filing fee for: Proof of Service Order #: 5905261 Direct E-filing	1 17.30	17.30

4/22/2026

			<u>Qty/Price</u>	<u>Amount</u>
		Base charge + Additional charges		
10/1/2024	VG	First Legal's Filing fee for: Case Management Statement ; Proof of Service Order #: 5908773 Direct E-Filing Base Charge + Additional Charges	1 17.30	17.30
10/7/2024	VG	First Legal's service fee for: Service of Amended Complaint Order #: 5915719 Process - branch 3 days Base charge + PDF/ship + fuel charge	1 126.19	126.19
10/15/2024	VG	First Legal's Filing fee for: Proof of Service Order #: 5927619 Direct E-Filing Base Charge + Additional Charges	1 17.30	17.30
10/29/2024	VG	One Legal's Filing fee for: Amended Complaint Order #: 23880625	1 20.96	20.96
10/31/2024	ML	Postage for October, 2024.	1 3.56	3.56
	ML	Copying cost for October, 2024.	35 0.25	8.75
11/4/2024	VG	One Legal's Filing fee for: Proof of Service Order #: 24070607	1 20.96	20.96
12/3/2024	VG	One Legal's Filing fee for: Case Management Statement, Proof of Service by Electronic Service (non-complaint) Order #: 24246435	1 20.96	20.96
12/13/2024	VG	Riverside Superior Court Document purchase fee for: Paid Documents Transaction ID: 120795279573	1 1.00	1.00
1/7/2025	ML	One Legal's Filing fee for Case Management Statement, Proof of Service by electronic service (non-complaint) Order #: 24437886	1 23.02	23.02
1/23/2025	VG	Signature Resolution, LLC's mediation fee for mediation on: 10/21/2025 Invoice #: PR49215	1 12,750.00	12,750.00
2/28/2025	ML	FedEx for February 2025 Invoice #: 4-820-05816	1 15.85	15.85
3/5/2025	ML	One Legal's Filing fee for Stipulation and Order for, Proof of Service by Electronic Service (non-complaint of) Order #: 24847766	1 44.71	44.71

4/22/2026

			<u>Qty/Price</u>	<u>Amount</u>
4/30/2025	ML	Copying cost for April, 2025.	2 0.25	0.50
10/21/2025	IO	Riverside County Court Document Purchase: Paid Documents. Transaction ID: 121303619129	1 3.00	3.00
	ML	Misc. additional mediation expenses	1 123.96	123.96
11/12/2025	ML	BRG Expert fee for services rendered through October 31,2025. Invoice #: 10032405	1 15,383.00	15,383.00
11/15/2025	IO	One Legal's Filing fee for: Joint Statement of Case,Proof of Service by Electronic Service (non-complaint) of Order #: 26776229	1 23.02	23.02
11/17/2025	IO	One Legal's Filing fee for: Stipulation and Order for,Proof of Service by Electronic Service (non-complaint) Order #: 26726987	1 44.71	44.71
11/30/2025	ML	Copying cost for November, 2025.	3 0.25	0.75
1/13/2026	IO	One Legal's Filing fee for: Motion for Preliminary Approval of Class Action Settlement,Proposed Order (hearing) re:,Declaration Order #: 27106976	1 87.25	87.25
1/22/2026	IO	One Legal's Filing fee for: Proof of Service by Electronic Service (non-complaint) Order #: 27279805	1 24.12	24.12
2/2/2026	IO	Riverside County Court Document Purchase: Paid Documents. Transaction ID: 121459458837	1 11.00	11.00
4/22/2026	ML	Copying cost for April, 2026.	1 0.25	0.25
Total charges				\$30,709.20

EXHIBIT 4

Haines Law Group, APC
Billing Summary
Jose Fuentes v. Southwest Material Handling, Inc.

Activity	Attorney/Hrs/Rate	AMOUNT
Initial case research; client intake interviews; review of personnel file and client-provided documents; new client onboarding; review Plaintiff's personnel file provided by company.	PKH 4.1 hours @ \$975 FWS 12.3 hours @ \$875 MKM 7.6 hours @ \$775 Paralegals 1.5 hours @ \$250	\$21,025.00
Conduct legal research regarding Plaintiff's claims; research corporate structure of Defendants; review public filings and search dockets for related actions.	PKH 1.8 hours @ \$975 FWS 4.5 hours @ \$875	\$5,692.50
Draft and file class action complaint and related case-initiating documents; serve complaint; draft and serve LWDA letter on Defendants and the LWDA; prepare and file First Amended Complaint to add PAGA claim; review CMO.	FWS 3.5 hours @ \$875 MKM 5.7 hours @ \$775 AMK 12.4 hours @ \$500 Paralegals 1.8 hours @ \$250	\$14,130.00
Draft and review Plaintiff's Unilateral ISC Statement; file same; review Court's Minute Order re ISC; prepare and serve proof of service of Court's Order, file same.	MKM 1.8 hours @ \$775 AMK 3.7 hours @ \$500 Paralegals 1.1 hours @ \$250	\$3,520.00
Correspondence with opposing counsel regarding ISC, claims, mediation, and case trajectory; Review Defendant's Answer; draft and review joint initial CMC statement and review defense edits regarding same, telephone call with Defense counsel re same; file and serve Joint CMC statement; attend ISC hearing; correspondence with opposing	PKH 3.1 hours @ \$975 FWS 5.9 hours @ \$875 MKM 10.4 hours @ \$775 AMK 16.4 hours @ \$500 Paralegals 3.5 hours @ \$250	\$25,320.00

counsel regarding further status conference and mediation; draft Joint FSC Statement, review defense edits regarding same; file and serve Joint FSC Statement; draft and review defense edits to stipulation to continue further status conference pending mediation; file and serve same; draft and review defense edits to joint notice of settlement and stipulation to continue further status conference; file and serve same; draft and review defense edits to joint further status conference statement; file and serve same.		
Meet and confer with opposing counsel regarding mediation and informal discovery; review mediator availability and contact mediator's office to reserve same; review and organize Defendants' mediation data production; correspondence and telephone calls with defense counsel re data production; analyze timekeeping and payroll records; prepare task list for expert; confer with expert regarding data analysis; draft mediation brief and compile mediation exhibits; pre-mediation communications with mediator.	PKH 3.9 hours @ \$975 FWS 8.7 hours @ \$875 MKM 19.3 hours @ \$775 AMK 29.4 hours @ \$500 Paralegals 2.2 hours @ \$250	\$41,622.50
Attend mediation with Monique Ngo-Bonnici, Esq.; follow-up client calls; follow-up calls with mediator regarding mediator's proposal.	PKH 10.5 hours @ \$975 FWS 10.5 hours @ \$875 MKM 9.5 hours @ \$775 AMK 8.5 hours @ \$500	\$31,037.50
Additional calls with client regarding proposed settlement terms; negotiate and draft MOU and long-form settlement agreement and notice packet; email and telephonic	FWS 6.8 hours @ \$875 MKM 8.8 hours @ \$775 AMK 9.6 hours @ \$500	\$17,570.00

correspondence with opposing counsel regarding terms; obtain and review administration bids.		
Draft and file motion for preliminary approval and supporting documents, including legal research; review CMO for compliance; review preliminary approval tentative ruling, emails with defense counsel regarding same; attend preliminary approval motion hearing.	PKH 1.9 hours @ \$975 FWS 11.3 hours @ \$875 MKM 5.9 hours @ \$775 AMK 3.8 hours @ \$500 Paralegals 2.7 hours @ \$250	\$18,887.50
Communicate with settlement administrator; review weekly administration reports; oversee notice process.	PKH 1.3 hours @ \$975 FWS 2.0 hours @ \$875 MKM 3.1 hours @ \$775	\$5,420.00
Draft and file motion for final approval and supporting documents; review CMO for compliance; review billing entries.	PKH 1.7 hours @ \$975 FWS 6.8 hours @ \$875 MKM 11.6 hours @ \$775 Paralegals 1.5 hours @ \$250	\$16,972.50
Internal meetings regarding case status, mediation, and litigation strategy.	PKH 4.8 hours @ \$975 FWS 5.9 hours @ \$875 MKM 5.9 hours @ \$775 AMK 5.1 hours @ \$500	\$16,965.00
TOTAL:		\$218,162.50

EXHIBIT 5

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406

6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 6



Paul Haines
Haines Law Group
2155 Campus Drive, Suite 180
El Segundo, CA 90245

November 12, 2025
Client-Project: [REDACTED]
Invoice #: 10032405
Tax ID: [REDACTED]

Via Email: phaines@haineslawgroup.com

RE: Fuentes vs. Southwest Material Handling

Services Rendered Through October 31, 2025

Professional Services	\$ 15,383.00	USD
CURRENT CHARGES	\$ 15,383.00	USD

PAYMENT IS DUE BY December 12, 2025

Please direct questions regarding this invoice to: [REDACTED].

Please remit wire/ACH payment to:

Bank Name: [REDACTED]
SWIFT: [REDACTED]
ABA #: [REDACTED]
Account Name: [REDACTED]
Account #: [REDACTED]
Reference: [REDACTED]

Please remit check payment to:

[REDACTED]

Please remit express/overnight payment to:

[REDACTED]

Please send remittance advice details to:

[REDACTED]

cc:

[REDACTED]
[REDACTED]



To: Paul Haines
c/o: Haines Law Group
RE: Fuentes vs. Southwest Material Handling

Page 2 of 3
Invoice # 10032405
Client-Project: [REDACTED]

Services Rendered Through October 31, 2025

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Managing Director			
Jon M. DuMond	675.00	5.80	3,915.00
Senior Managing Consultant			
Brooke Truitt	470.00	24.40	11,468.00
Total Professional Services		30.20	15,383.00



To: Paul Haines
c/o: Haines Law Group
RE: Fuentes vs. Southwest Material Handling

Page 3 of 3
Invoice # 10032405
Client-Project: [REDACTED]

Services Rendered Through October 31, 2025

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
09/30/25	Jon M. DuMond	Review data; case discussions.	1.30
09/30/25	Brooke Truitt	Loaded data; reviewed data; prepared data.	5.60
10/01/25	Brooke Truitt	Prepared data.	6.50
10/02/25	Jon M. DuMond	Review data; case discussions.	1.30
10/03/25	Jon M. DuMond	Review analyses; case discussions.	2.20
10/03/25	Brooke Truitt	Prepared data; Analyzed data.	7.70
10/05/25	Brooke Truitt	Analyzed data.	0.60
10/06/25	Jon M. DuMond	Review analyses; case discussions.	1.00
10/06/25	Brooke Truitt	Analyzed data.	4.00
Professional Services			30.20

EXHIBIT 7