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Attorneys for Plaintiff, ADRIANA HUERTA and
MARIA SANCHEZ on behalf of themselves and
all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ADRIANA HUERTA and MARIA SANCHEZ
on behalf of themselves and all others similarly
situated

Plaintiffs,

vs.

PRO-TECH DESIGN & MANUFACTURING,
INC. a California corporation, and DOES 1
through 50, inclusive,

Defendants.

Case No. 19STCV36380
Assigned For All Purposes To:
Judge: Lawrence P. Riff
Dept.: 7

**DECLARATION OF JAMES R.
HAWKINS IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: March 12, 2024
Time: 10:00 a.m.
Dept.: 7

I, JAMES R. HAWKINS, declare as follows:

2. On October 11, 2019, Plaintiff Adriana Huerta initiated this action in the Superior Court for the County of Los Angeles on behalf of herself and all others similarly situated, styled *Huerta et al. v. Pro Tech Design & Manufacturing Inc.*, Case No. 19STCV36380. The Complaint asserts causes of action for; (1) failure to pay lawful wages including overtime wages; (2) failure to provide lawful meal periods or compensation in lieu thereof; (3) failure to provide lawful rest periods or compensation in lieu thereof; (4) failure to pay timely wages; (5) knowing and intentional failure to comply with itemized employee wage statement provisions and; (6) violations of the unfair competition law (Bus. & Prof. Code § 17200 *et seq.*) (the “*Huerta Action*”).

3. On February 3, 2020, Adriana Huerta and Maria Sanchez filed a First Amended Complaint, adding Maria Sanchez as a named Plaintiff. On that same date, Maria Sanchez provided notice to the Labor and Workforce Development Agency (“LWDA”) of Plaintiffs’ intent to pursue Defendant for all civil penalties arising from Defendant’s alleged failure to, inter alia, pay all wages earned including failure to provide proper rest periods and meal breaks, failure to provide accurate wage statements to Plaintiffs and other similarly situated aggrieved employees.

4. On March 18, 2022, Plaintiffs filed a Second Amended Complaint, which included one additional cause of action for violations of the Private Attorney General Act (Labor Code § 2699 *et seq.*). The Second Amended Complaint is the operative complaint in this matter.

5. Throughout this litigation, Defendant (hereinafter “Defendant” or “Pro Tech”) has denied Plaintiffs’ allegations and raised defenses to their claims, individually and on a representative basis. Defendant maintains that its employment policies and practices meet the

1 requirements of the Labor Code and applicable Wage Orders

2 6. To date, no motion for class certification has been filed, no class has been
3 certified and the Court has not made any findings that Pro Tech engaged in any wrongdoing or
4 in violation of any state law, rule or regulation, with respect to the issues presented in the
5 litigation.

6 7. Through formal and informal discovery, Plaintiffs and Defendant have exchanged
7 extensive documents and information related to the claims asserted. Defendant has produced
8 thousands of pages of information, including timecard records and wage reports of putative class
9 members.

10 8. Defendant also provided Plaintiffs with class data and random samples of time
11 records, wage statements, information regarding the number of non-exempt employees during
12 the relevant time period.

13 9. After conducting formal and informal discovery, exchanging relevant information
14 and engaging in numerous discussions regarding the claims alleged, on February 23, 2022, the
15 Plaintiffs in the *Huerta* Action and Defendant participated in a private mediation with Hon.
16 Ronald Sabraw (Ret.), an experienced wage and hour class action mediator. During the course of
17 the mediation, the parties exchanged further information and documentation concerning
18 Plaintiffs' claims and Pro Tech's defenses thereto, and aggressively advocated for their
19 respective positions; however, they did not reach a settlement.

20 10. After the mediation, the parties continued in settlement negotiations, with the
21 assistance of the mediator. On June 13, 2022, a second mediation took place which also did not
22 result in a settlement at the conclusion of the mediation. However, the Parties continued to
23 engage in settlement discussions with the assistance of the mediation and, after several months,
24 reached a settlement in principle of this Action.

25 11. Thereafter, the Parties exchanged multiple drafts of the proposed settlement
26 agreement and class notice documents and engaged in communications regarding the settlement
27 terms.

28 12. The final terms and provisions of the settlement agreement were approved and

1 executed by all the parties on or about February 7, 2023. (A true and correct copy of the Class
2 and PAGA Settlement Agreement (“Settlement Agreement” is attached hereto as **Exhibit 1.**)

3 13. The predominant claims in this action arise from alleged violations of California
4 law with respect to hours worked, meal breaks and breaks. Specifically, the claim for failure to
5 pay wages for all hours worked is based on allegations that Plaintiffs and Class Members were
6 required to clock in prior to the start of shift and complete work for which they were not paid.
7 Plaintiffs further allege that Defendant unlawfully rounded time clock punches to the detriment
8 of employees, who were not compensated for this “off the clock” work and thus not paid all
9 lawful wages owed including overtime and/or minimum wage.

10 14. Defendant adamantly disputes Plaintiffs’ claim, and asserts that: (i) its time clock
11 rounding policy is fair and neutral and thus lawful under California law (ii); that employees
12 were not required to work “off the clock” and; (iii) Plaintiffs have no evidence of any “off the
13 clock” work. Defendant further contends that this claim would be difficult to certify given the
14 predominance of individualized inquiries that would be necessary to obtain certification.

15 15. The meal period violation claim is based primarily on allegations that Pro Tech
16 failed to provide an uninterrupted thirty (30) minute meal break by the end of the fifth hour and
17 failed to pay putative Class Members, one hour of pay at their regular rate of compensation for
18 each workday that a meal period was not lawfully provided. Specifically, due requirements,
19 Defendant’s policies and practices, Plaintiffs allege that they and Class Members routinely
20 worked in excess of five hours without being provided a compliant thirty-minute meal break.

21 16. Similarly, with respect to the rest break claim, Plaintiffs allege that, Defendant
22 used a bell system to signal the start and end of the ten minute rest periods, and due to the time it
23 took to walk to the break room and back, (especially for the employees who were required to
24 doff the gear prior to leaving on the rest break), Plaintiffs and Class Members were not provided
25 a net 10 minute rest break and were not compensated one (1) hour of pay at their regular rate of
26 compensation for each workday that a lawful rest period was not provided.

27 17. Defendant disputes Plaintiffs’ meal and rest break claims and contends that: (i)
28

1 Class Members were allowed to take 30-minute meal breaks (ii) were allowed ten-minute rest
2 periods and; (iii) regularly took lawful meal and rest breaks. Defendant also contends that the
3 bell system did not preclude non-exempt employees from taking compliant meal or rest breaks.
4 Defendant also disputes the propriety of certification in this case and contend that its policies and
5 practices concerning the claims asserted in this lawsuit are compliant with California law.
6 Defendant have also denied and continue to deny that the lawsuit is appropriate for class
7 treatment for any purpose other than for settlement.

8 18. As thoroughly discussed in Plaintiffs' motion for preliminary approval,
9 Plaintiffs' counsel estimated the maximum potential liability between \$565,185.6 and
10 \$1,368,952 that may be owed to the putative class, assuming Plaintiffs and the Class were able to
11 obtain an order certifying the class and were also able to fully prove all their claims. Similarly,
12 Plaintiff estimated a maximum potential liability of \$913,200 for the PAGA claim that may be
13 owed to the Aggrieved Employees.

14 19. The Class Representative Service Payment is intended to compensate named
15 Plaintiffs Adriana Huerta, Maria Sanchez and Estephany Avalos as the Class Representatives for
16 their willingness to accept the responsibility of representing the interests of all Class Members.
17 The purpose is to provide an incentive payment, taking into consideration the risks, time, and
18 effort expended by their coming forward to provide invaluable information and to litigate this
19 matter on behalf of all Class Members. The Class Representative Service Payment is also in
20 consideration for executing a general release of all their claims against Defendant. Finally,
21 Plaintiffs also risked this lawsuit having a negative impact on future employment opportunities,
22 as prospective employers may be less inclined to hire an employee who has served as a class
23 representative.

24 20. Through their counsel, Plaintiffs took into consideration the significant risk that
25 class certification could be denied on the central claims, or that a merits decision on the central
26 claims would not favor the Class. Plaintiffs considered the expense and length continued
27 proceedings necessary to continue the Action against Defendant through trial and any possible
28 appeals along with Defendant's financial position. Thus, the settlement for Settlement Class

members is fair, reasonable, and adequate, given the inherent risk of litigation, the risk relative to class certification and the costs of pursuing such litigation

21. Class Counsel also has considerable experience and has demonstrated competence with litigating wage and hour class actions and all facets of litigation in state and federal court, including discovery, law and motion, trial, appeals, arbitration and mediation. Class Counsel has litigated numerous class actions on behalf of plaintiffs and have been lead counsel or otherwise exercised significant case handling responsibilities in numerous cases resulting in millions of dollars in class action settlements.

22. Class Counsel has represented, mediated and settled many other employee class actions in wage and hour litigation. In 2007, I incorporated my wage and hour class action practice as James Hawkins, APLC, and the Court has preliminarily approved my firm as Class Counsel in this matter. Since its inception, this law firm has been exclusively involved in class actions and complex litigation. Our office is litigating at least 60 other class actions

23. Since 2002, I have been lead or co-lead counsel in all of the cases listed below, along with many others. Plaintiffs' counsel has been certified and approved as Class Counsel in other wage/hour class actions including: *Mancel v. United Parcel Service, Inc. dba UPS*, LASC No. BC 325902 [Wage and Hour Class Action]; *Acosta v. Fleetwood Travel Trailers of California, Inc., et al.*, RSC, No. RIC 440630 [Wage and Hour Class Action]; *Adame v. Pacific Messenger Service, Inc.*, OCSC No. 05CC00013 [Wage and Hour Class Action]; *Chandler v. Mi Piacce, LLP, et al.*, LASC No. BC 337780 [Wage and Hour Class Action]; *Defries v. Domain Restaurants, et al.*, OCSC No. 05CC00128 [Wage and Hour Class Action]; *Denton v. BLB Enterprises, Inc., et al.*, OCSC No. 07CC01292 [Wage and Hour Class Action]; *Maciel v. Orkin Exterminating Company, Inc.*, LASC No. BC 357911 [Wage and Hour Class Action]; *Martinez v. Securitas Security Services USA, et al.*, SCSC No. 105-CV047499, et al. J.C.C.P. No. 4460 [Wage and Hour Class Action]; *Martinez v. Saint-Gobain Containers, USDC CD Cal. No. SA CV06-00690-CJC* [Wage and Hour Class Action]; *McMurray v. Dave and Busters, Inc.*, OCSC No. 06CC00099 [Wage and Hour Class Action]; *Osuna v. DFG Restaurants, Inc., et al.*, LASC No. BC330145 [Wage and Hour Class Action]; *Padron v. Universal Protection Service*, OCSC

No. 05CC00013 [Wage and Hour Class Action]; *Ortiz v. Kmart*, USDC CD Cal. No. SACV 06-638 ODW (Anx) [Wage and Hour Class Action]; *Willems v. Diedrich Coffee, Inc.*, OCSC No. 07CC00015, and numerous others.

24. Class Counsel commands a high hourly rate due to our success in overtime, meal and rest period, expense reimbursement, misclassification, vacation pay, and various other wage and hour class actions, and we take pride in being held in very high regard by the legal community.

25. James Hawkins APLC is a boutique law firm that specializes in wage and hour class actions and is primarily comprised of several seasoned attorneys and staff. While this matter did not conclusively preclude other employment, it did impact our ability to take on other cases. The hourly rates for the attorneys who worked on this case, Isandra Fernandez, Lance Dacre, Kacey Cook, and myself are hourly rates charged by other firms that handle complex litigation in California. Numerous California firms provided their hourly billing rates in connection with a survey conducted by the National Law Journal. Of these California law firms, ten regularly charge hourly rates of \$660, \$795, \$850, and even \$980 per hour. (A true and correct copy of this National Law Journal 2011 survey is attached hereto as **Exhibit 2**).

26. Ms. Fernandez, my co-counsel on this matter, has been a member of the Florida Bar since January 1996 and member of the California Bar since August 2002. Ms. Fernandez has specialized in employment related litigation including complex wage and hour civil litigation since 2003. Ms. Fernandez has been, and currently is, co-counsel in over 60 wage and hour class action litigations for our firm and has produced excellent results for this firm's clients in the wage and hour class actions. Mr. Dacre joined the law firm on February 7, 2022. He has been a member of the California bar since November 1997. His experience has been in both criminal and civil litigation.

27. Ms. Cook, an associate who worked on this matter, has been a member of the California Bar since June 2021 and involved in class action litigation since 2019. Prior to joining our firm, she participated in litigating mass tort cases, including California wildfire and mudslide

1 cases. Ms. Cook is currently working on over 40 wage and hour class action litigations for our
2 firm.

3 28. Class Counsel represented the class members in this matter and has borne the
4 entire risk and costs of litigation on a pure contingency basis. To date, Class Counsel has not
5 received any compensation and expended litigation costs on behalf of the class. Class action
6 contingency cases are inherently risky. Upon retention, Class Counsel makes a commitment to
7 litigate the case through trial. These types of cases can take years, hundreds of hours of work and
8 cost an enormous amount of money; these risks are known upon retention. The risks involved
9 coupled with the contingency basis of this case further support Class Counsel's request for
10 attorneys' fees and costs.

11 29. Since on or about October 2, 2019, prior to the inception of the filing of this
12 lawsuit, the total amount of attorney time estimated to have been expended thus far, and
13 estimated to be expended in finalizing this matter is 369.25 hours and Class Counsel's total
14 lodestar is \$306,168.75, with an approximate multiplier of 1.01. This expended time involves
15 countless tasks and responsibilities, including but not limited to: discussions with client; conduct
16 comprehensive investigations including but not limited to researching Defendant's structure,
17 positions, locations; conduct research and analysis regarding potential class members within the
18 scope of the putative class and potential claims; draft Complaint and PAGA letter to the LWDA;
19 draft First Amended Complaint; review answer to complaint; discussions with defense counsel;
20 prepare joint status conference reports; attend the same; engage in formal and informal
21 discovery; discussions with class members regarding alleged claims and conduct by Defendant;
22 conduct research and analysis regarding validity of individual settlements by Defendant with
23 putative class members; stay abreast of developments in case law; review hundreds of pages of
24 records, manuals and data; engage in discussions with Plaintiffs regarding lawsuit; review
25 documents, engage in discussions; prepare for mediation; draft mediation briefs; participate in
26 two full day mediations; engage in post mediation discussions; engage in numerous discussions
27 with Defendant regarding the specific terms of the Settlement and exchange multiple drafts of
28 the settlement agreement; prepare motion for preliminary approval and supporting documents;

1 draft class notice; review tentative ruling regarding preliminary approval motion, research issues
2 presented, draft supplement to preliminary approval motion; review order; correspondence and
3 discussions with settlement administrator re: notice documents; discussions with settlement
4 administrator and defense regarding class data and potential impact on settlement amount;
5 review weekly reports regarding class notice; discussions with defendant and settlement
6 administration regarding final approval; prepare final approval moving papers; take all actions to
7 finalize a settlement through the final approval phases and beyond. A great amount of time and
8 effort has been expended to properly and comprehensively perform the job required of this case
9 and prepare for all contingencies that may arise, regardless of whether the case settles regardless
10 of whether the case settles and allows us to determine the strengths and weaknesses of the
11 claims.

12 30. The attorneys who have worked on this matter are Ms. Fernandez, Mr. Dacre,
13 Ms. Cook, and me. My hourly rate is \$950, Ms. Fernandez's hourly rate is \$900, Mr. Dacre's
14 hourly rate is \$850, Ms. Cook's hourly rate is \$475. Since the inception of this matter, prior to
15 filing the Complaint, the total amount of attorney time estimated to have been expended thus far
16 and estimated to be expended in finalizing this matter is 315 hours (James Hawkins 64 hours,
17 Ms. Fernandez 170 hours, Lance Dacre 35 hours Kacey Cook 46 hours) which equates to
18 \$306,168.75. in fees/base lodestar total.

19 31. Inherent to class action litigation is the amount of time and labor required to
20 properly adjudicate the case. From start to settlement, judgment or verdict, class action litigation
21 commands commitment, an extensive amount of time, labor and resources to successfully
22 litigate. Although this litigation did not conclusively preclude other employment it did impact
23 Class Counsels' ability to take on other class action cases. Class Counsel work at boutique law
24 firms with few attorneys and staff.

25 32. Class Counsel has not only expended substantial time in diligently prosecuting
26 this Action, but they have also expended considerable resources during litigation with no
27 guarantee that their costs would be reimbursed. The Settlement provides for reasonable actual
28 costs of up to \$25,000.00 (Settlement Agreement ¶ 3.2.2). Counsel's costs amount actually

1 incurred is \$25,000, thus Class Counsel respectfully requests that the Court approve the incurred
2 amount as per the Settlement Agreement As of the date of filing this Motion, Class Counsel from
3 James Hawkins APLC (A true and correct copy of Class Counsel's Cost Invoice is attached
4 hereto as **Exhibit 3.**)

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6 //

7 //

8 //

9 I declare under penalty of perjury that the foregoing is true and correct. Executed on this
10 16th day of February, 2024 at Irvine, California.

11
12
13 
14 James R. Hawkins, Esq.

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Adriana Huerta (“Huerta”), Maria Sanchez (“Sanchez”) and Estephany Avalos (“Avalos”) (collectively, “Plaintiffs”) and defendant Pro-Tech Design & Manufacturing, Inc. (“PRO-TECH”). The Agreement refers to Plaintiffs and PRO-TECH collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” collectively means the Plaintiffs’ lawsuit alleging wage and hour violations against PRO-TECH captioned *Huerta v. Pro-Tech Design & Manufacturing, Inc.*, Case No. 19STCV36380, initiated on October 10, 2019 and pending in Superior Court of the State of California, County of Los Angeles (“Huerta Class and PAGA Action”); *Avalos v Pro-Tech Design & Manufacturing* Case No. 21STCV32967 initiated on September 7, 2021 and pending in Superior Court of the State of California, County of Los Angeles (“Avalos Class Action”) and; *Avalos v Pro-Tech Design & Manufacturing* Case No. 21STCV41807 initiated on November 12, 2021 and pending in Superior Court of the State of California, County of Los Angeles (“Avalos PAGA Action”).

1.2. “Administrator” means, Simpluris, 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. “Aggrieved Employee” means a person employed by PRO-TECH in California and classified as non-exempt who worked for PRO-TECH during the PAGA Period,

1.5. “Class” means all persons employed by PRO-TECH in California and classified as non-exempt who worked for PRO-TECH during the Class Period.

1.6. “Class Counsel” means James Hawkins, Esq. Isandra Y. Fernandez, Esq. and Lance Dacre of James Hawkins APLC and Joseph Lavi, Esq. of Lavi & Ebrahimian, LLP.

1.7. “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.

1.8. “Class Data” means Class Member identifying information in PRO-TECH’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. “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 an Aggrieved Employee).

1.10. “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.

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, if applicable in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from October 10, 2015 through September 12, 2022.

1.13. “Class Representatives” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as Class Representatives.

1.14. “Class Representative Service Payments” means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Los Angeles.

1.16. “PRO-TECH” means named Defendant PRO-TECH Design & Manufacturing, Inc.

1.17. “Defense Counsel” means Tom T. Nagashima, Esq., and Miguel O. Medina, Esq. of Gordon Rees Scully Mansukhani, LLP.

1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters 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.

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. “Gross Settlement Amount” means \$928,918.33 which is the total amount PRO-TECH agrees to pay under the Settlement (except as provided in Paragraph 9 below) The Gross Settlement Amount is based on \$890,000 new money to be paid by Defendant plus \$38,919.33 already paid in settlement to 41 present employees and 30 former employee. 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.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

- 1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. "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.
- 1.29. "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.
- 1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for PRO-TECH for at least one day during the PAGA Period.
- 1.31. "PAGA Period" means the period from February 3, 2019 through September 12, 2022.
- 1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. "PAGA Notice" means Plaintiff Sanchez's February 3, 2020 letter to PRO-TECH and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount of \$100,000, allocated 25% to the Aggrieved Employees (\$25,000) and the 75% to LWDA (\$75,000) in settlement of PAGA claims.
- 1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. "Plaintiffs" means Adriana Huerta and Maria Sanchez, the named plaintiffs in the Huerta Action and Estephany Avalos, the named plaintiff in the related Avalos Actions
- 1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.41. "Released Parties" means: PRO-TECH and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.
- 1.42. "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.

1.43. "Response Deadline" means forty five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, 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.

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

1.45. "Workweek" means any week during which a Class Member worked for PRO-TECH for at least one day, during the Class Period.

2. RECITALS.

2.1. On October 10, 2019, Plaintiff Huerta commenced this Action by filing a Complaint alleging causes of action against PRO-TECH for failure to pay lawful wages, failure to provide meal and rest periods, failure to timely pay wages, failure to reimburse employee expenses, failure to provide accurate and itemized wage statements, and violations of the business and professions code. On February 3, 2020, Plaintiffs filed a First Amended Complaint adding Plaintiff Sanchez as a named Plaintiff. On March 18, 2020, Plaintiffs filed a Second Amended Complaint alleging causes of action against PRO-TECH for PAGA violations. The Second Amended Complaint is the operative complaint in the Action (the "Operative Complaint"). PRO-TECH denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2 On September 7, 2021, Plaintiff Avalos commenced a related action by filing a Complaint alleging causes of action against PRO-TECH for failure to pay lawful wages, failure to provide meal and rest periods, failure to timely pay wages, failure to reimburse employee expenses, failure to provide accurate and itemized wage statements, and violations of the business and professions code. On November 12, 2021, Plaintiff Avalos filed a PAGA Action in Superior Court of the State of California, County of Los Angeles.

2.3. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff Sanchez gave timely written notice to PRO-TECH and the LWDA by sending the PAGA Notice.

2.4. The Plaintiffs in the Huerta Action and Defendant participated in two sessions of mediation. On February 23, 2022 they participated in an all-day mediation presided over by Hon. Ronald Sabraw (Ret.) but were unable to reach a settlement. Thereafter, on June 13, 2022, the Plaintiffs in the Huerta Action and Defendant participated in a second all-day mediation presided over by Hon. Ronald Sabraw (Ret.) which ultimately led to this Agreement to settle the Action.

2.5 Prior to the mediations, Plaintiffs obtained documents and information to sufficiently investigate the claims such that 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*").

2.6. The Parties, Class Counsel and Defense Counsel represent that 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. Except as otherwise provided by Paragraph 9 below, PRO-TECH promises to pay \$928,918.33 and no more as the Gross Settlement Amount. PRO-TECH 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 Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to PRO-TECH.

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 Plaintiffs: Class Representative Service Payment to the Class Representatives of not more than \$7,500 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member). PRO-TECH will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed these amounts. 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 no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.33 % which is currently estimated to be \$309,636.34 and a Class Counsel Litigation Expenses Payment of not more than \$25,000. PRO-TECH will not oppose requests for these payments provided 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 no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, 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 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 using 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 PRO-TECH harmless, and indemnifies PRO-TECH, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$10,000 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 \$10,000, 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 Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 33% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 67% of each

Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (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. 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 Aggrieved Employees: PAGA Penalties in the amount of \$100,000 to be paid from the Gross Settlement Amount, with 75% (\$75,000) allocated to the LWDA PAGA Payment and 25% (\$25,000) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$25,000 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, PRO-TECH estimates there are 269 Class Members who collectively worked a total of 33, 833 Workweeks, and 178 of Aggrieved Employees who worked a total 9,132 of PAGA Pay Periods.

4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, PRO-TECH will simultaneously 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. PRO-TECH 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 PRO-TECH 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.

4.3. Funding of Gross Settlement Amount. PRO-TECH shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay PRO-TECH's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 30 days after PRO-TECH 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 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses

Payment and the Class Representative Service Payment 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 (not less than 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 Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement 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 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, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check.

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate PRO-TECH 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.

5. RELEASES OF CLAIMS. Effective on the date when PRO-TECH 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, will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs' PAGA Notices, or ascertained during the Action and released under 5.2, below (Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiff 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.

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, (a) any and all claims involving any alleged failure to pay lawful wages; (b) any and all claims involving any alleged failure to provide meal periods or compensation in lieu thereof; (c) any and all claims involving any alleged failure to provide rest periods or compensation in lieu thereof; (d) any and all claims involving any alleged failure to pay timely wages; (e) any and all claims involving any alleged failure to reimburse employee expenses; (f) any and all claims involving any alleged failure to provide accurate, itemized wage statements; and (g) any and all claims involving any alleged violations of the business and professions code § 17200 *et seq.* Except as set forth in Section 5.3 of this Agreement, 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.

5.3 Release by Aggrieved Employees: All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice [and ascertained in the course of the Action][including (a) any and all claims involving any alleged failure to pay lawful wages; (b) any and all claims involving any alleged failure to provide meal periods or compensation in lieu thereof; (c) any and all claims involving any alleged failure to provide rest periods or compensation in lieu thereof; (d) any and all claims involving any alleged failure to pay timely wages; (e) any and all claims involving any alleged failure to reimburse employee expenses; and (f) any and all claims involving any alleged failure to provide accurate, itemized wage statements.

6. 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.

6.1 PRO-TECH's Declaration in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, PRO-TECH will prepare and deliver to Class Counsel a signed Declaration from PRO-TECH and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and PRO-TECH 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.

6.2 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including, to the extent necessary: (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 draft proposed Class Notice; (iv) 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 each Plaintiff 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; (vi) 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)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and the Administrator. In their Declarations, Plaintiffs and Class Counsel Declaration 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.

6.3 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.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, 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.

7. SETTLEMENT ADMINISTRATION

7.1 Selection of Administrator. The Parties have jointly selected Simpluris, Inc. to serve as the Administrator and verified that, as a condition of appointment, Simpluris, Inc. 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.

7.2 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.

7.3 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.

7.4 Notice to Class Members.

7.4.1 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 Members, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 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 with Spanish translation, if applicable, substantially in the form attached to this Agreement as Exhibit A. 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 Workweeks and PAGA Pay Periods (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.

7.4.3 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.

7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days 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.

7.4.5 If the Administrator, PRO-TECH or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, 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, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (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 and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 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.

7.5.3 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 Paragraphs 6.2

and 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 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 Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, 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 Workweeks 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 Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 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 Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, 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 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

7.8 Administrator 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.

7.8.1 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, faxes and emails.

7.8.2 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 a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (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).

7.8.3 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 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period 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 Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 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 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.

7.8.6 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.

8. CLASS SIZE ESTIMATES Based on its records, PRO-TECH estimates that, as of the date of this Settlement Agreement, (1) there are 269 Class Members and 33,833 Total Workweeks during the Class period and (2) there were 178 Aggrieved Employees who worked 9,132 Pay Periods during the PAGA Period.

9. PRO-TECH’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, PRO-TECH may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if PRO-TECH 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, PRO-TECH will remain responsible for paying all Settlement Administration Expenses incurred to that point. PRO-TECH must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. 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 [seven] 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.

10.1 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 five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 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. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, 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.

10.3 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.

10.4 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 reflected 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.

10.5 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 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. 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.

11. 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 and a proposed amended judgment.

12. ADDITIONAL PROVISIONS

12.1 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 PRO-TECH that any of the allegations in the Operative Complaint have merit or that PRO-TECH has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that PRO-TECH's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, PRO-TECH reserves the right to contest certification of any class for any reasons, and PRO-TECH 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 PRO-TECH'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).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, PRO-TECH 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, PRO-TECH 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, any with 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. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 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.

12.4 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.

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and PRO-TECH, 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.

12.6 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.

12.7 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 and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8 No Tax Advice. Neither Plaintiffs, Class Counsel, PRO-TECH 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.

12.9 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.

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

12.11 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.

12.12 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.

12.13 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.

12.14 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 PRO-TECH 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 PRO-TECH unless, prior to the Court's discharge of the Administrator's obligation, PRO-TECH makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.15 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.

12.16 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.

12.17 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 or messenger, addressed as follows:

To Plaintiffs:

Isandra Fernandez
James Hawkins APLC
9800 Research Dr, Suite 200
Irvine, CA 92618
E-Mail: isandra@jameshawkinsaplc.com

To PRO-TECH.:

Tom Nagashima
Gordon Rees Scully Mansukhani
101 W. Broadway, Suite 2000
San Diego, CA 92101
E-Mail: tnagashima@grsm.com

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), 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 will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 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 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

For Plaintiff Huerta

For PRO-TECH

DocuSigned by:

CB82964DA9134A8...

For Plaintiff Sanchez

DocuSigned by:

AE81465C7675400...

For Plaintiff Avalos

Counsel for Plaintiffs



James Hawkins, Esq.
Isandra Fernandez, Esq.

Joseph Lavi, Esq.

Counsel for Pro-Tech Design & Manufacturing,
Inc.

Tom T. Nagashima, Esq.
Miguel O. Medina, Esq.

EXHIBIT 2



2011 NLJ Billing Survey

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Firm Name	Principal Location	Average FTE Attorneys	Firmwide Billing Rate Average	Firmwide Billing Rate Med	Partner Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Average	Partner Billing Rate Med	Assoc. Billing Rate High	Assoc. Billing Rate Low	Assoc. Billing Rate Average	Assoc. Billing Rate Med
Andrews Kurth	Houston	355										
Baker, Donelson, Bearman, Caldwell & Berkowitz	Memphis	527	\$311	\$310	\$595	\$250	\$357	\$345	\$315	\$160	\$228	\$225
Best Best & Krieger	Riverside, CA	195	\$358	\$360	\$575	\$275	\$437	\$420	\$375	\$205	\$265	\$240
Bingham McCutchen	Boston	901										
Briggs and Morgan	Minneapolis	185			\$625	\$325			\$305	\$230		
Broad and Cassel	Orlando	160	\$377	\$350	\$575	\$295	\$435	\$395	\$350	\$180	\$265	\$265
Bryan Cave	St. Louis	908	\$475	\$460	\$795	\$375	\$565	\$553	\$540	\$200	\$356	\$360
Butzel Long	Detroit	176			\$700	\$325	\$440		\$425	\$225	\$274	
Cadwalader, Wickersham & Taft	New York	481										
Carlton Fields	Tampa	270	\$397	\$400	\$815	\$320	\$470	\$470	\$380	\$195	\$262	\$265
Cozen O'Connor	Philadelphia	504	\$439	\$410	\$900	\$305	\$510	\$490	\$550	\$225	\$330	\$330
Day Pitney	Parsippany	324	\$447	\$450	\$960	\$380	\$537	\$525	\$470	\$235	\$317	\$315
Dickinson Wright	Detroit	229			\$600	\$325			\$320	\$200		
Dickstein Shapiro	Washington	335	\$560	\$550	\$1,000	\$540	\$680	\$670	\$545	\$225	\$435	\$465
Dinsmore &	Cincinnati		\$308	\$295	\$630	\$150	\$373	\$370	\$310	\$130	\$217	\$220



2011 NLJ Billing Survey

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Firm Name	Principal Location	Average FTE Attorneys	Firmwide Billing Rate Average	Firmwide Billing Rate Med	Partner Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Average	Partner Billing Rate Med	Assoc. Billing Rate High	Assoc. Billing Rate Low	Assoc. Billing Rate Average	Assoc. Billing Rate Med
Shohl		407										
DLA Piper	New York	3,348	\$585	\$615	\$1,120	\$530	\$747	\$730	\$730	\$320	\$508	\$510
Dorsey & Whitney	Minneapolis	567	\$426	\$405	\$810	\$295	\$526	\$525	\$465	\$190	\$294	\$275
Duane Morris	Philadelphia	629	\$503	\$500	\$875	\$375	\$575	\$570	\$530	\$225	\$365	\$365
Dykema Gossert	Detroit	333	\$406	\$400	\$665	\$310	\$482	\$485	\$395	\$260	\$309	\$305
Epstein Becker & Green	New York	300	\$428	\$425	\$850	\$350	\$519	\$500	\$550	\$195	\$341	\$325
Fitzpatrick, Cella, Harper & Scinto	New York	168			\$730	\$460		\$525	\$440	\$275		\$325
Ford & Harrison	Atlanta	173										
Fox Rothschild	Philadelphia	450	\$413	\$420	\$725	\$325	\$486	\$483	\$455	\$190	\$297	\$295
Frost Brown Todd	Cincinnati	401	\$296	\$295	\$515	\$205	\$340	\$340	\$265	\$150	\$200	\$200
Gardere Wynne Sewell	Dallas	265	\$435	\$450	\$815	\$380	\$550	\$550	\$500	\$225	\$325	\$320
Gibbons	Newark	199	\$505	\$450	\$725	\$400	\$563	\$505	\$475	\$285	\$380	\$320
Harris Beach	Rochester	176			\$390	\$275			\$260	\$160		
Hiscock & Barclay	Syracuse	174	\$269	\$240	\$750	\$195	\$304	\$265	\$350	\$150	\$207	\$195
Hodgson Russ	Buffalo	199			\$685	\$240	\$378	\$360	\$420	\$180	\$234	\$225
Holland & Knight	Washington	910	\$445	\$455	\$895	\$300	\$530	\$520	\$495	\$175	\$295	\$290



4th Edition Media Company

2011 NLJ Billing Survey

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Firm Name	Principal Location	Average FTE Attorneys	Firmwide Billing Rate Average	Firmwide Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Average	Partner Billing Rate Med	Assoc. Billing Rate High	Assoc. Billing Rate Low	Assoc. Billing Rate Average	Assoc. Billing Rate Med
Hughes Hubbard & Reed	New York	300	\$633	\$990	\$625	\$828	\$800	\$695	\$270	\$536	\$510
Hunton & Williams	Richmond	855									
Husch Blackwell	St. Louis	551	\$341	\$850	\$225	\$395	\$390	\$425	\$175	\$226	\$210
Jackson Kelly	Charleston, WV	170	\$275	\$505	\$255	\$319	\$325	\$260	\$155	\$208	\$205
Jackson Lewis	White Plains	614									
Kaye Scholer	New York	425	\$661	\$1,080	\$685	\$831	\$835	\$705	\$310	\$519	\$525
Kelley Drye & Warren	New York	321	\$474	\$925	\$480	\$634	\$645	\$595	\$275	\$425	\$420
Knobbe Martens Olson & Bear	Irvine	268	\$439	\$735	\$415	\$525	\$500	\$495	\$295	\$346	\$345
Lane Powell	Seattle	180	\$405	\$645	\$340	\$460	\$450	\$360	\$225	\$295	\$285
Latham & Watkins	New York	1,931									
Lathrop & Gage	Kansas City, MO	281	\$337	\$735	\$275	\$390	\$390	\$410	\$205	\$246	\$245
Lewis, Rice & Fingersh	St. Louis	162	\$275	\$470	\$270			\$320	\$150		
Lowenstein Sandler	Roseland, NJ	249	\$478	\$895	\$435	\$613	\$595	\$660	\$250	\$400	\$390
Manatt, Phelps & Phillips	Los Angeles	322	\$602	\$850	\$540	\$676	\$670	\$550	\$215	\$464	\$500
McElroy, Deutsch,	Morristown, NJ	272	\$245	\$575	\$295	\$350	\$375	\$325	\$185	\$250	\$235



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Malveny & Carpenter												
McKenna Long & Aldridge	Atlanta	425	\$472	\$455	\$800	\$405	\$562	\$540	\$510	\$215	\$374	\$375
Michael Best & Friedrich	Milwaukee	208	\$321	\$310	\$650	\$245	\$413		\$310	\$205	\$241	
Miller & Martin	Chattanooga	184	\$313	\$325	\$610	\$240	\$369	\$375	\$275	\$185	\$215	\$215
Nelson Mullins Riley & Scarborough	Columbia, SC	399	\$318	\$310	\$850	\$220	\$412	\$400	\$350	\$170	\$255	\$250
Nexsen Pruet	Columbia, SC	178			\$550	\$235			\$265	\$170		
Orrick, Herrington & Sutcliffe	San Francisco	1,022										
Patton Boggs	Washington	512	\$546	\$540	\$990	\$410	\$659	\$645	\$570	\$240	\$410	\$415
Pepper Hamilton	Philadelphia	459			\$825	\$380	\$557		\$460	\$235	\$344	
Perkins Cole	Seattle	693	\$462		\$875	\$285	\$550	\$545	\$590	\$215	\$368	
Phelps Dunbar	New Orleans	280	\$236	\$225	\$465	\$190	\$281	\$275	\$245	\$150	\$189	\$190
Polsinelli Shughart	Kansas City, MO	466			\$630	\$275			\$335	\$205		
Reed Smith	Pittsburgh	1,449										
Saul Ewing	Philadelphia	220	\$431	\$450	\$750	\$350	\$502	\$490	\$495	\$245	\$326	\$300
Schulte Roth	New York		\$615	\$630	\$935	\$770	\$846	\$840	\$675	\$285	\$608	\$580



2011 NLJ Billing Survey

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[illegible]



2011 NLJ Billing Survey

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Firm Name	Principal Location	Average FTE Attorneys	Firmwide Billing Rate Average	Firmwide Billing Rate Med	Partner Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Average	Partner Billing Rate Med	Assoc. Billing Rate High	Assoc. Billing Rate Low	Assoc. Billing Rate Average	Assoc. Billing Rate Med
Winstead	Dallas	265	\$406		\$680	\$365	\$477		\$410	\$215	\$301	
Winston & Strawn	Chicago	868	\$557	\$550	\$1,130	\$580	\$713	\$700	\$600	\$350	\$434	\$413
Wyatt, Tarrant & Combs	Louisville	181	\$312	\$350	\$500	\$240	\$325	\$375	\$275	\$180	\$220	\$235

EXHIBIT 3

Matter Billing Detail

Report Date: 2/13/2024
Report Time: 12:30PM
Page: 1 of 4
User ID: R. Hawkins

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 02/13/2024
Client: PROTECH001 - Adriana Huerta
Matter: JRH 3661 - Pro-Tech Design - Adriana Huerta

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
10/10/2019	FST	First Legal Network- Filed complaint, summons, civil case cover sheet, Filed peremptory challenge IN#30112234	\$1,687.90		Unbilled				
11/01/2019	SCN	Scanning- Min order	\$0.50		Unbilled				
11/13/2019	SCN	Scanning- Initial SC Order, Min Order	\$2.00		Unbilled				
11/13/2019	FST	First Legal Network- Served case initiating docs IN#30114907	\$345.09		Unbilled				
01/02/2020	FST	First Legal Network Filing Stip to continue SC and Prop Order, IN#30120565	\$72.50		Unbilled				
01/02/2020	SCN	Scanning- Def Ntc of Appearance	\$1.00		Unbilled				
01/02/2020	SCN	Scanning- Defense ntc of Appearance	\$1.00		Unbilled				
02/03/2020	FST	First Legal Network Filing FAC, Stip and proposed order, Chamber copies Stip and proposed order IN#30123463	\$157.65		Unbilled				
02/05/2020	FIL	Filing Fee LWDA Filing CK#8459	\$75.00		Unbilled				
03/12/2020	FST	First Legal Network - Filing, Joint Initial Status Conference Rep IN#30125956	\$93.25		Unbilled				
04/29/2020	FST	First Legal Network - Filing, Notice of Minute Order IN#30127479	\$52.25		Unbilled				
07/06/2020	FST	First Legal Network- FILED- Ntc of minute order IN#30133807	\$52.25		Unbilled				
07/24/2020	CCL	Court Call- LA Court Connect- 7/24/2020 at 10am. -IYF- SC	\$15.00		Unbilled				
09/15/2020	LRE	Legal Research - Legal Research	\$388.48		Unbilled				
10/07/2020	CAS	Case Anywhere E-Service-System Access Fee & Document Service- In #200371	\$115.20		Unbilled				
01/07/2021	CAS	Case Anywhere E-Service- System Access Fee- In#208269	\$120.00		Unbilled				
01/13/2021	FST	First Legal Network - Filing, Stip and proposed order IN#30149229	\$74.25		Unbilled				
04/04/2021	CAS	Case Anywhere E-Service-System Access Fee & Document Service- In# 216495	\$126.00		Unbilled				
04/12/2021	FST	First Legal Network - Filing, stip and proposed order IN#30157230	\$41.75		Unbilled				

Matter Billing Detail

Report Date: 2/13/2024
 Report Time: 12:30PM
 Page: 2 of 4
 User ID: R. Hawkins

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
07/03/2021	CAS	Case Anywhere E-Service-Service-System Access and Document Service Fee- In#224795	\$126.00		Unbilled				
10/02/2021	LRE	Legal Research - Legal Research	\$495.10		Unbilled				
10/05/2021	CAS	Case Anywhere E-Service - IN#233168	\$120.00		Unbilled				
10/21/2021	FST	First Legal Network - E-Filing: Req. Cont. of CMC IN: 30175944	\$98.20		Unbilled				
11/28/2021	EXA	Expert Analysis IN#5059 CK#9649	\$1,750.00		Unbilled				
01/05/2022	CAS	Case Anywhere E-Service- Invoice #241368	\$126.00		Unbilled				
01/18/2022	MED	Mediation Services CK#9745	\$7,950.00		Unbilled				
02/18/2022	FST	First Legal Network - E-Filing, stipulation to request continuance IN#30188503	\$59.70		Unbilled				
03/09/2022	EXA	Expert Analysis - IN# 5636 CK# 9845	\$200.00		Unbilled				
03/16/2022	FST	First Legal Network - E-Filing , stipulation that plaintiffs may file, amended complaint, IN#30192286	\$97.40		Unbilled				
04/10/2022	CAS	Case Anywhere E-Service IN#249689	\$144.00		Unbilled				
04/18/2022	FST	First Legal Network - E-Filing - Joint Status Conference Report, Courtesy Delivery - Joint CMC Report IN# 30195930	\$68.70		Unbilled				
06/17/2022	MED	Mediation Services IN#6076694 CK#10048	\$5,050.00		Unbilled				
07/06/2022	FST	First Legal Network - E-Filing, Plaintiffs Ntc of case reassignment IN#30205948	\$37.70		Unbilled				
08/16/2022	CAS	Case Anywhere E-Service IN#258053	\$126.00		Unbilled				
09/08/2022	CRT	Court Documents- Complaint 21STCV32967	\$16.30		Unbilled				
09/21/2022	ONE	One Legal Services - Joint Status Conf Statement- in# 03488934	\$12.87		Unbilled				
09/22/2022	ONE	One Legal Services - Stipulation and proposed order- In# 004390544	\$37.78		Unbilled				
09/22/2022	ONE	One Legal Services - Declaration- In#04390711	\$17.19		Unbilled				
09/26/2022	FST	First Legal Network - E-Filing: Dec of IYF IN#30212421	\$37.70		Unbilled				
11/07/2022	CAS	Case Anywhere E-Service - IN#266655	\$144.00		Unbilled				
11/21/2022	MED	Mediation Services- Additional Time Deposit IN#6359638 CK#10395	\$2,285.00		Unbilled				
01/03/2023	FST	First Legal Network - E-Filing - Stipulation to Request Continuance IN# 30224217	\$61.95		Unbilled				

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
02/03/2023	CAS	Case Anywhere E-Service IN#275236	\$120.00		Unbilled				
04/12/2023	FST	First Legal Network - E-Filing - Joint Stipulation and, Of Adriana Huerta in support or plan, Proof of service, Notice of Errata for Motion for Pre, Stipulation to Request Continuance IN# 30233810	\$353.50		Unbilled				
04/19/2023	CAS	Case Anywhere E-Service IN# 284024	\$126.00		Unbilled				
06/07/2023	FST	First Legal Network - E-Filing - Joint Status Conference Report IN# 30240914	\$39.95		Unbilled				
07/03/2023	CAS	Case Anywhere E-Service - IN# 293071	\$192.00		Unbilled				
07/14/2023	FST	First Legal Network - E-Filing - Supplemental Dec of James R IN# 30244254	\$39.95		Unbilled				
08/03/2023	FST	First Legal Network - E-Filing - Proof of Service, Proposed Order Granting prelim IN# 30248438	\$75.70		Unbilled				
08/07/2023	ONE	One Legal Services - Supplemental Declaration, Proof of Service- In#05208081	\$17.66		Unbilled				
10/04/2023	CAS	Case Anywhere E-Service - IN# 302530	\$168.00		Unbilled				
01/04/2024	CAS	Case Anywhere E-Service - IN# 312433 CK# 11440	\$120.00		Unbilled				
Total:			\$23,735.42	\$0.00					
Balance:			\$23,735.42						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed- - - - -			\$0.00						
Total Fees Unbilled : - - - - -			\$0.00						
Total Fees Received : - - - - -			\$0.00						
Total Soft Cost Billed : - - - - -			\$0.00						
Total Soft Cost Unbilled : - - - - -			\$0.00						
Total Soft Cost Received : - - - - -			\$0.00						
Total Hard Cost Billed : - - - - -			\$0.00						
Total Hard Cost Unbilled : - - - - -			\$23,735.42						
Total Hard Cost Received : - - - - -			\$0.00						
Total Taxes Billed : - - - - -			\$0.00						
Total Taxes Unbilled : - - - - -			\$0.00						
Total Taxes Received : - - - - -			\$0.00						
Total Late Charges Billed : - - - - -			\$0.00						
Total Late Charges Unbilled: - - - - -			\$0.00						
Total Late Charges Received : - - - - -			\$0.00						
Trust Balance: - - - - -			\$0.00						