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Attorneys for Plaintiffs

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

GUADALUPE GUARISTA, individually, on
behalf of all others similarly situated, and on
behalf of the State of California and other
aggrieved persons; and TENISHA KATHERINE
HOWARD and JENNIFER LOPEZ-
TRIGUEROS, individually, and on behalf of all
others similarly situated,

Plaintiffs,

v.

UROLOGIC INSTITUTE OF THE HIGH
DESERT, INC., a corporation, and DOES 1
through 10, inclusive,

Defendants.

Case No.: CIVSB2125029

[*Consolidated with Case No. CIVSB213340*]

CLASS & REPRESENTATIVE ACTION

[*Assigned to: Hon. Christian Towns, Dept.
S-26*]

**DECLARATION OF ARRASH T.
FATTAHI IN SUPPORT OF PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: June 2, 2025

Time: 8:30 a.m.

Dept.: S-26

Complaint filed: August 27, 2021

FAC filed: August 27, 2024

Trial date: Not set

I, Arrash T. Fattahi, declare as follows:

CASE BACKGROUND

4. On August 27, 2021, Plaintiff Guarista filed a putative wage and hour class action complaint against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; and (7) unfair business practices. Prior to the filing of the class action complaint, on August 26, 2021, Plaintiff Guarista sent a notice to Defendant and the California Labor &

1 Workforce Development Agency (“LWDA”) alleging similar wage and hour violations pursuant
2 to the PAGA. On November 30, 2021, Plaintiff Guarista separately filed a PAGA-only action
3 against Defendant in the San Bernardino County Superior Court (Case No. CIVSB2133340). On
4 July 8, 2022, the Class and PAGA actions were consolidated with the Class Action being
5 designated as the lead case. Plaintiff Guarista’s First Amended Consolidated Class &
6 Representative Complaint, which combined the Class and PAGA Actions into one complaint,
7 added Plaintiffs Tenisha Katherine Howard and Jennifer Lopez-Trigueros as class representatives,
8 and added a cause of action for Defendant’s failure to reimburse for necessary business
9 expenditures, was deemed effective on July 24, 2024.

10 DISCOVERY AND INVESTIGATION

11 5. Following the filing of the initial complaint, the Parties exchanged documents and
12 information before mediating this action. Defendant produced timekeeping and payroll records
13 for a sample of the class members and demographic data for the class. Defendant also provided
14 documentation regarding its written wage and hour policies throughout the class period. Following
15 the unsuccessful mediation in July 2022, the Parties engaged in formal discovery, including written
16 discovery, Plaintiff Guarista’s deposition, and multiple PMK (“Person(s) Most Knowledge”)
17 depositions.

18 6. After reviewing documents regarding Defendant’s wage and hour policies and
19 practices, analyzing Defendant’s timekeeping and payroll records, and engaging in formal
20 discovery to uncover additional facts regarding the matter, Class Counsel was able to evaluate the
21 probability of class certification, success on the merits, and Defendant’s maximum monetary
22 exposure for all claims. Class Counsel also investigated the applicable law regarding the claims
23 and defenses asserted in the litigation. Class Counsel reviewed these records and prepared a
24 damage analysis prior to mediation. Thus, Plaintiffs and their counsel were able to act intelligently
25 and effectively in negotiating the proposed Settlement.

26 SETTLEMENT NEGOTIATIONS, PRELIMINARY APPROVAL, AND CLASS SIZE

27 7. On July 27, 2022, the Parties participated in private mediation with experienced
28 class action mediator, Hon. Steve Denton (Ret.). The settlement negotiations were at arm’s length

1 and, although conducted in a professional manner, were adversarial. The Parties went into the
2 mediation willing to explore the potential for a settlement of the dispute, but each side was also
3 prepared to litigate their position through trial and appeal if a settlement had not been reached.
4 The Parties were unable to resolve the matter at the end of the July 2022 mediation and opted to
5 engage in formal discovery.

6 8. After engaging in formal discovery and having extensive negotiations and
7 discussions regarding the strengths and weaknesses of Plaintiffs' claims and Defendant's defenses,
8 the Parties ultimately reached a settlement, the material terms of which are encompassed within
9 the Settlement Agreement. Attached as **Exhibit 1** is a true and correct copy of the Class Action
10 and PAGA Settlement Agreement and Class Notice ("Settlement" or "Settlement Agreement").

11 9. Class Counsel has conducted a thorough investigation into the facts of this case.
12 Based on the foregoing discovery and their own independent investigation and evaluation, Class
13 Counsel is of the opinion that the Settlement is fair, reasonable, and adequate and is in the best
14 interests of the Settlement Class Members in light of all known facts and circumstances, the risk
15 of significant delay, the defenses that could be asserted by Defendant both to certification and on
16 the merits, trial risk, and appellate risk. The settlement obviates the significant risk that this Court
17 may deny certification of all or some of Plaintiffs' claims. While Plaintiffs are confident in the
18 merits of the claims, a legitimate controversy exists as to each cause of action. Plaintiffs also
19 recognize that proving the amount in wages due to each Class Member would be an expensive,
20 time-consuming, and uncertain proposition. Furthermore, even if Plaintiffs obtained certification
21 of all or some of the claims, continued litigation would be expensive, involving a trial and possible
22 appeals, and would substantially delay and reduce any recovery by the class. Because of the
23 proposed Settlement, class members will receive timely, guaranteed relief and will avoid the risk
24 of an unfavorable judgment. When considering the risks of litigation, the uncertainties involved
25 in achieving class certification, the burdens of proof necessary to establish liability, the probability
26 of appeal of a favorable judgment, it is clear that the settlement amount of \$200,000.00 is within
27 the "ballpark" of reasonableness.

28 10. On December 19, 2024, this Court granted Plaintiffs' Motion for Preliminary

1 Approval of Class Action Settlement. The deadline for class members to opt out or file an objection
2 to the Settlement was March 25, 2025. As of the filing of this Motion, no Class Member has opted
3 out of the settlement and no Class Member has objected to the settlement.

4 ENHANCEMENT AWARDS FOR PLAINTIFFS ARE REASONABLE

5 11. Class Counsel represents that Plaintiffs devoted a great deal of time and work
6 assisting counsel in the case, communicated with counsel very frequently for litigation and to
7 prepare for mediation, and were frequently in contact with Class Counsel during the mediation.
8 Plaintiffs' requested enhancement awards are reasonable particularly in light of the substantial
9 benefits Plaintiffs generated for all class members. Under the settlement agreement, subject to the
10 Court's approval, Defendant agreed to pay a Service Award in the amount of \$5,000.00 to Plaintiff
11 Guadalupe Guarista and \$1,000.00 each to Plaintiffs Tenisha Katherine Howard and Jennifer Lopez-
12 Trigueros. These amounts are also in exchange for Plaintiffs' general release of all claims against
13 Defendant. Plaintiffs submitted declarations in support of Plaintiffs' Motion for Preliminary
14 Approval of Class Action Settlement which demonstrated that Plaintiffs devoted a significant
15 amount of time and work assisting counsel in the case from the start of retaining Class Counsel,
16 including communicating with counsel very frequently in the course of litigation and to prepare
17 for mediation. Attached as Exhibit 2 is a true and correct copy of Plaintiffs' declarations,
18 previously filed in support of Plaintiffs' Motion for Preliminary Approval of Class Action
19 Settlement, for ease of reference.

20 12. Throughout this litigation, Plaintiffs, who are former employees of Defendant, have
21 cooperated immensely with my office and have taken many actions to protect the interests of the
22 class. Plaintiffs provided valuable information regarding the off-the-clock, meal period, and rest
23 period claims. Plaintiffs also informed my office of developments and information relevant to this
24 action, participated in decisions concerning this action, and were available to answer questions
25 during the mediation. Before we filed this case, Plaintiffs provided my office with documents
26 regarding the claims alleged in this action. The information and documentation provided by
27 Plaintiffs were instrumental in establishing the wage and hour violations alleged in this action, and
28 the recovery provided for in the Settlement Agreement would have been impossible to obtain

1 without Plaintiffs' participation.

2 13. At the same time, Plaintiffs faced many risks in acting as the class representatives
3 in this matter. Plaintiffs faced actual risks with future employment, as putting one's name on
4 public record in an employment lawsuit could also very well affect Plaintiffs' likelihood for future
5 employment. Furthermore, as part of this Settlement, Plaintiffs are executing a general release of
6 all claims against Defendant.

7 14. In turn, class members will now have the opportunity to participate in a settlement,
8 reimbursing them for alleged wage violations they may have never known about on their own or
9 been willing to pursue on their own. If these class members would have each tried to pursue their
10 legal remedies on their own, that would have resulted in each having to expend a significant amount
11 of their own monetary resources and time, which were obviated by Plaintiffs being put on the line
12 on behalf of these other class members.

13 15. In the final analysis, this class action would not have been possible without the aid
14 of Plaintiffs, who put their own time and effort into this litigation, sacrificed the value of their own
15 individual claims, and placed themselves at risk for the sake of the class members. The requested
16 enhancement awards for Plaintiffs for their service as the class representatives and for their general
17 release of all individual claims is a relatively small amount of money when the time and effort put
18 into the litigation are considered and in comparison to enhancements granted in other class actions.
19 The requested incentive awards are therefore reasonable to compensate Plaintiffs for active
20 participation in this lawsuit.

21 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

22 16. The Settlement provides for attorneys' fees payable to Class Counsel in an amount
23 up to one-third (1/3) of the Settlement Amount, for a maximum fees award of \$66,666.67, plus
24 actual costs and expenses not to exceed \$20,000.00.

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17. The total current lodestar for Wilshire Law Firm, PLC is not less than the following:

Person	Role	Hours	Rate	Lodestar
Arrash T. Fattahi	Junior Partner	29	\$750	\$21,750
Arman A. Salehi	Associate Attorney	12	\$450	\$5,400
Christina M. Le	Senior Attorney	30	\$800	\$24,000
Erik Dos Santos	Senior Associate	5	\$800	\$4,000
Zachary Greenberg	Associate Attorney	40	\$450	\$18,000
Total:		116		\$73,150

18. Wilshire Law Firm, PLC has spent approximately 116 hours, for a lodestar of \$73,150 litigating this action to bring it to resolution, not including time which will be expended monitoring the administration of the settlement and distribution of funds to the Class Members. The efforts expended by Plaintiffs' counsel to achieve this result include, but are not limited to, the following:

- a. the investigation of the matter, including meeting with Plaintiffs, reviewing Defendant's policies, and requesting and reviewing Plaintiffs' time and pay records, personnel file, and exploring the corporate structure of Defendant;
- b. filing the Action;
- c. meeting and conferring with Defendant's counsel regarding the case;
- d. meeting and conferring with Defendant regarding mediation, exchange of informal discovery beforehand, and negotiating with opposing counsel regarding the parameters thereof;
- e. selecting a mediator and mediation date;
- f. working with opposing counsel and expert consultants for the receipt of a representative sampling and analyzing the same with the aid of expert consultants and Plaintiffs to perform analyses of liability and exposure prior to attendance of the mediation in this matter;
- g. reviewing policy documents from Defendant and researching applicable defenses;

- h. preparation of a mediation brief and damages model for use at mediation;
- i. attendance at mediation by all Parties and Counsel;
- j. communicating with Plaintiff;
- k. propounding and responding to formal discovery requests;
- l. Taking and defending depositions;
- m. negotiating, finalizing and fully executing the settlement agreement;
- n. preparing and filing the Motion for Preliminary Approval and supporting documents;
- o. communicating with the Settlement Administrator to ensure the Class Notice was properly distributed; and
- p. preparing the instant Motion for Final Approval and supporting documents.

19. There are additional hours devoted by me (and by my colleagues) to this litigation that are not reflected in Class Counsel's request for attorneys' fees. Notably, Justin F. Marquez, who was the Senior Partner on this case (he is no longer with the firm), devoted many hours on this case and those hours are not reflected above.

20. I am informed and believe that the fee and costs provision is reasonable. The fee percentage requested is less than that charged by my office for most employment cases. My office invested significant time and resources into the case, with payment deferred to the end of the case, and then, of course, contingent on the outcome.

21. It is further estimated that my office will need to expend at least another 50 to 100 hours to monitor the process leading up to the final approval and payments made to the class. My office also bears the risk of taking whatever actions are necessary if Defendant fails to pay.

22. We can provide billing records in the event the Court requests them, but we would request the opportunity to redact attorney-client privileged information and any other privileged information.

23. Class Counsel have been the only counsel to represent Class Members in this matter and have borne the entire risk and costs of litigation purely on a contingency basis. Class Counsel's outlay of time and money in this case has been significant. This case required experienced and

1 competent lawyers and expertise in the issues presented herein. Defendant's contentions
2 underscore the risk of prevailing at class certification and trial, and any of these obstacles could
3 have prevented recovery completely. Further, proceeding to trial would have added years to the
4 resolution of this case because of the difficult legal and factual issues raised and the likelihood of
5 appeals. Despite these risks, Class Counsel took this case on a contingency basis. Yet, there are
6 only so many cases that Class Counsel can take at any one time. Consequently, there were other
7 meritorious cases presented to Class Counsel that would have generated substantial fees but were
8 declined and/or could not be focused on during the pendency of this action in order to devote the
9 attention necessary to achieve favorable results. The risk to my office has been very significant,
10 particularly if we would not be successful in pursuing this class action. In that case, we would
11 have been left with no compensation for all the time taken in litigating this case. Indeed, I have
12 taken on a number of class action cases that have resulted in thousands of attorney hours being
13 expended and ultimately having certification denied or the defendant company going bankrupt.
14 The contingent risk in these types of cases is very real and they do occur regularly.

15 24. Because most individuals cannot afford to pay for representation in litigation on an
16 hourly basis, Wilshire Law Firm, PLC represents virtually all of its employment law clients on a
17 contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless
18 we prevail at trial or successfully settle our clients' cases. Because Wilshire Law Firm, PLC is
19 taking the risk that we will not be reimbursed for our time unless our client settles or wins his or
20 her case, we cannot afford to represent an individual employee on a contingency basis if, at the
21 end of our representation, all we are to receive is our regular hourly rate for services. It is essential
22 that we recover more than our regular hourly rate when we win if we are to remain in practice so
23 as to be able to continue representing other individuals in civil rights employment disputes.

24 25. As of the date of drafting this Motion, my office has incurred approximately
25 \$34,892.41 in costs litigating this action, and we anticipate incurring additional costs up to the time
26 the Court enters a judgment in this action and schedules a hearing on distribution. Accordingly,
27 my office respectfully requests reimbursement of \$20,000.00 in expenses, which is the maximum
28 reimbursement allowed under the Settlement Agreement. These expenses were reasonably

1 necessary to the litigation and were actually incurred by my office. Attached as **Exhibit 3** is a list
2 of the costs and the categories of costs for the costs incurred in this case to date.

3 MY EXPERIENCE AND QUALIFICATIONS

4 26. Wilshire Law Firm, PLC was selected by Best Lawyers and U.S. News & World
5 Report as one of the nation's Best Law Firms for every year since 2020 and is comprised of over
6 120 attorneys and over 600 employees. Wilshire Law Firm, PLC is actively and continuously
7 practicing in employment litigation, representing employees in both individual and class actions
8 in both state and federal courts throughout California.

9 27. Wilshire Law Firm is qualified to handle this litigation because its attorneys are
10 experienced in litigating Labor Code violations in both individual, class action, and representative
11 action cases. Wilshire Law Firm has handled, and is currently handling, numerous wage and hour
12 class action lawsuits, as well as numerous class actions involving consumer rights and data privacy
13 litigation.

14 28. I graduated from the University of California, Los Angeles with a Bachelor of Arts
15 in Political Science, *summa cum laude*. I received my Juris Doctor from The George Washington
16 University Law School. During law school, I was a member of the student editorial board for the
17 Federal Circuit Bar Journal.

18 29. My practice is focused on advocating for the rights of consumers and employees in
19 class action litigation and appellate litigation. I am currently the managing attorney in charge of
20 litigating several class action cases in state and federal courts in California.

21 30. As the attorney responsible for day-to-day management of this matter at the
22 Wilshire Law Firm, PLC, I have over four years of experience litigating wage and hour class
23 actions. Over the last four plus years, I have managed and assisted with the litigation and
24 settlement of several wage and hour class actions. In those class actions, I performed similar tasks
25 as those performed in the course of prosecuting this action.

26 31. I was also selected as a "Southern California Rising Star" in 2025.

27 32. My current contingent billing rate of \$750.00 per hour is consistent with the legal
28 market, accepted hourly rates, and my expertise and knowledge as it pertains to wage and hour

1 matters. Below is a non-exhaustive list of the cases where I have been appointed as class counsel
2 in my own right (as opposed to being part of a firmwide appointment of counsel):

- 3 a. *Kingsbury v. Caravan Foods II, Inc.*, Alameda County, Case No. RG21096357;
4 Motion for Final Approval granted on January 31, 2023.
- 5 b. *Frias-Estrada v. Trek Retail Corporation*, Contra Costa County, Case No. MSC20-
6 01916; Motion for Final Approval granted on March 3, 2023.
- 7 c. *Reyes v. Everytable, PBC, et al.*, Los Angeles County, Case No. 21STCV35987;
8 Motion for Final Approval granted on May 3, 2023.
- 9 d. *Ortiz v. Tara Materials, Inc.*, San Diego County, Case No. 37-2021-0001473-
10 CUOE-CTL; Motion for Final Approval granted on May 30, 2023.
- 11 e. *Cruz-Sanchez v. Eagle Lath & Plaster, Inc.*, Sacramento County, Case No. 34-2021-
12 00293739-CU-OE-GDS; Motion for Final Approval granted on May 30, 2023.
- 13 f. *Garduno v. New Generation Framing, Inc.*, et al., Stanislaus County, Case No. CV-
14 21-000544; Motion for Final Approval granted on August 11, 2023.
- 15 g. *Hernandez, et al. v. Burford Farming Company, Inc.*, Fresno County, Case No.
16 21CECG03817; Motion for Final Approval granted on August 21, 2023.
- 17 h. *Barajas v. Final Phase Construction, Inc.*, San Bernardino County, Case No.
18 CIVSB2118622; Motion for Final Approval granted on September 13, 2023.
- 19 i. *Jaimes, et al. v. Infiniti Health LLC*, Los Angeles County, Case No. 22STCV07261;
20 Motion for Final Approval granted on October 17, 2023.
- 21 j. *Nunez v. Gabriel Container*, Los Angeles County, Case No. 21STCV09787; Motion
22 for Final Approval granted on November 2, 2023.
- 23 k. *Lupercio v. Western CNC, Inc.*, San Diego County, Case No. 37-2021-00010314-
24 CU-OE-CTL; Motion for Final Approval granted on January 26, 2024.
- 25 l. *Jackson, et al. v. Apple Valley Communications, Inc.*, et al., San Bernardino County,
26 Case No. CIVSB2124721; Motion for Final Approval granted on February 1, 2024.
- 27 m. *Cuadras, et al. v. Guinn Corporation*, Kern County, Case No. BCV-21-101520;
28 Motion for Final Approval granted on February 22, 2024.

- n. *Williams v. Total Longterm Care, Inc.*, et al., San Bernardino County, Case No. CIVSB2213347; Motion for Final Approval granted on April 2, 2024.
- o. *Meza v. Argus Management Company, LLC, et al.*, Los Angeles County, Case No. 21STCV31612; Motion for Final Approval granted on May 20, 2024.
- p. *Wade v. Mallory Safety and Supply LLC*, Siskiyou County, Case No. 23CV00951; Motion for Final Approval granted on July 11, 2024.
- q. *Snell v. Shasta Community Health Center*, Shasta County, Case No. CVCV22-199416; Motion for Final Approval granted on November 12, 2024.
- r. *Arce v. Sammy's Woodfired Pizza*, San Diego County, Case No. 37-2023-00037670-CU-OE-CTL; Motion for Final Approval granted on January 10, 2025.
- s. *Ochoa, et al. v. La Tavola, LLC*, Napa County, Case No. 22CV000862; Motion for Final Approval granted on January 23, 2025.
- t. *Brown, et al. v. Fidelity Security Services, Inc.*, Los Angeles County, Case No. 21STCV31617; Motion for Final Approval granted on January 28, 2025.

33. Arman A. Salehi is a second-year Associate Attorney at Wilshire Law Firm, PLC. He was admitted to practice law in the State of California in November 2023. Arman graduated from the University of California, Los Angeles with a Bachelor of Arts in Sociology. He received his Juris Doctor from the University of California College of the Law, San Francisco (formerly known as UC Hastings). Since November 2023, his practice has mainly been focused on wage and hour class action litigation. His contingent hourly rate for this matter is \$450 per hour.

34. Christina M. Le was a Senior Attorney at Wilshire Law Firm, PLC. She is admitted to practice in the State of California, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. She graduated from Loyola Law School, Los Angeles, and attended the University of California, Berkeley for her undergraduate studies, where she obtained a Bachelor of Arts in History. She has over 15 years of litigation experience, which includes the successful handling of numerous employment, wage and hour, and class and representative action matters during the latter half of her career in state and federal court through inception through case resolution. Prior to joining

1 Wilshire Law Firm, PLC in November 2021, Ms. Le gained invaluable litigation experience
2 working at various plaintiff and defense firms, including Kristensen Weisberg PLC, Jones Bell
3 LLP, Archer Norris PLC, and Lewis Brisbois Bisgaard & Smith LLP. Her contingent billing rate
4 for this case is \$800.00 per hour, as most recently approved in both state and Federal Court in
5 comparable wage and hour matters and consistent with her level of experience. Christina M. Le is
6 no longer with Wilshire Law Firm, PLC.

7 35. Erik A. Dos Santos was a Senior Associate Attorney at Wilshire Law Firm, PLC.
8 He is admitted to practice in all state courts of California (admitted in 2016) and before all federal
9 district courts in California. He graduated from UCLA School of Law, and attended Arizona State
10 University for his undergraduate studies, where he obtained a Bachelor of Arts in Political Science
11 with a Minor in Global Health. He has handled numerous employment, wage and hour, and class
12 and representative action matters over his career. Prior to joining Wilshire Law Firm, PLC in
13 December 2023, Mr. Dos Santos gained invaluable litigation experience working at other plaintiff
14 firms. His contingent billing rate for this case is \$800.00 per hour, as most recently approved in
15 comparable wage and hour matters and consistent with his level of experience. Erik A. Dos Santos
16 is no longer with Wilshire Law Firm, PLC.

17 36. Zachary D. Greenberg was an Associate Attorney at Wilshire Law Firm, PLC.
18 Mr. Greenberg was admitted to the State Bar of California in 2020 and has since been admitted
19 to the United States District Court for the Central District of California and the United States
20 Court of Appeals for the Ninth Circuit. Mr. Greenberg received a Bachelor of Arts in
21 International Business and a Minor in Economics from Western Washington University. He
22 received his Juris Doctor from Loyola Law School. His contingent billing rate for this case is
23 \$450 per hour. Zachary D. Greenberg is no longer with Wilshire Law Firm, PLC.

24 37. The reasonableness of Wilshire Law Firm, PLC's hourly rates is also supported by
25 several surveys of legal rates, including the following:

- 26 a. The 2022 Real Rate Report survey compiled by Wolters Kluwer, which presents the
27 real market rates of Los Angeles area attorneys who practice litigation. For that
28 category, the third quartile 2022 rate was \$1,045 per hour for partners and \$855 for

1 associates. Likewise, page 32 of the Report describes the rates charged by 183 Los
2 Angeles partners with “21 or more years of experience” and “Fewer than 21 years.”
3 For those categories, the third quartile Los Angeles partner rate in 2022 were \$1,133
4 per hour for 21 or more years and \$1,075 for attorneys with fewer than 21 years. A
5 true and correct copy of portions of the 2022 Real Rate Report is attached hereto as
6 **Exhibit 4.**

- 7 b. In an article entitled “Big Law Rates Topping \$2,000 Leave Value ‘In Eye of
8 Beholder,’” written by Roy Strom and published by Bloomberg Law on June 9,
9 2022, the author describes how Big Law firms have crossed the \$2,000-per hour
10 rate. The article also notes that law firm rates have been increasing by just under
11 3% per year. A true and correct copy of this article is attached hereto as **Exhibit 5.**

12 I declare under penalty of perjury under the laws of the State of California and the United
13 States that the foregoing is true and correct.

14 Executed on May 22, 2025, at Irvine, California.

15 
16 _____
17 Arrash T. Fattahi

Exhibit 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Guadalupe Guarista, Tenisha Katherine Howard, and Jennifer Lopez-Trigueros (“Plaintiffs”) and Defendant Urologic Institute of High Desert, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the lawsuit alleging wage and hour violations against Defendant, captioned *Guadalupe Guarista v. Urologic Institute of High Desert, Inc.*, San Bernardino County Superior Court, case no. CIVSB2125029, filed on August 27, 2021 (the “Class Action”), which was consolidated with the action for penalties under the Private Attorney’s General Act (“PAGA”), Labor Code section 2699, *et seq.*, against Defendant, captioned *Guadalupe Guarista v. Urologic Institute of High Desert, Inc.*, San Bernardino County Superior Court, case no. CIVSB2133340, filed on November 30, 2021 (the “PAGA Action”) (the Consolidated Class Action and PAGA Action are referred to collectively as the “Action”).
- 1.2. “Administrator” means ILYM, 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 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 Defendant in California and classified as a non-exempt who worked for Defendant during the PAGA Period.
- 1.5. “Class” means a person employed by Defendant in California and classified as non-exempt who worked for Defendant during the Class Period.
- 1.6. “Class Counsel” means Justin F. Marquez, Arrash Fattahi, and Shooka Dadashzadeh of Wilshire Law Firm, PLC.
- 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, actually incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and dates of employment or 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’s 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 AND PAGA ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.11. “Class Period” means the period from August 27, 2017 to the October 27, 2022, or alternatively, the New Class Period End Date pursuant to Paragraph 9.
- 1.12. “Class Representatives” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as Class Representatives.
- 1.13. “Class Representative Service Payment” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.14. “Court” means the Superior Court of California, County of San Bernardino.
- 1.15. “Defendant” means Urologic Institute of High Desert, Inc.
- 1.16. “Defense Counsel” means Jason Ross, Valen Hermiz and Ahllam Berri of Wood, Smith, Henning & Berman LLP.
- 1.17. “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 objection is filed to the settlement and no objector appears at the hearing on final approval, the date of the Court’s entry of the order granting final approval; (b) if an objection is filed to the settlement and/or an objector appears at the hearing on final approval, then the earlier of the following: (i) the expiration of all potential appeal periods without a filing of a notice of appeal of the final approval order or judgment; (ii) final affirmance of the final approval order and judgment by an appellate court as a result of any appeal(s), or (ii) final dismissal or denial of all such appeals (including any petition for review, rehearing, certiorari, etc.) such that the final approval order and judgment is no longer subject to further judicial review. The Effective Date cannot occur, and Defendant shall not be obligated to fund this Settlement, until and unless final approval occurs with no objections to the settlement or,

if there are any objections, then after there is no possibility of an appeal or further appeal that could potentially prevent this Settlement Agreement from becoming final and binding.

- 1.18. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.20. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.21. “Gross Settlement Amount” means \$200,000.00 which is the maximum and total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. 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 Representatives Service Payment and the Administrator’s Expenses.
- 1.22. “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.
- 1.23. “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.
- 1.24. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.26. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.27. “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 Representatives Service Payments, 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.
- 1.28. “Non-Participating Class Member” means any Class Member who timely and properly opts out of the Settlement by sending the Administrator a valid and timely

Request for Exclusion.

- 1.29. “PAGA Workweek” means any Workweek during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.30. “PAGA Period” means the period from August 26, 2020 to October 27, 2022, or alternatively, the New Class Period End Date pursuant to Paragraph 9.
- 1.31. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.32. “PAGA Notice” means Plaintiff Guadalupe Guarista’s August 26, 2021 and July 15, 2024 letters to Defendant and the LWDA providing notice/amended notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500.00) and the 75% to LWDA (\$7,500.00) in settlement of PAGA claims.
- 1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35. “Plaintiffs” means Guadalupe Guarista, Tenisha Katherine Howard, and Jennifer Lopez-Trigueros, the named plaintiffs in the Action.
- 1.36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.37. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.38. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.
- 1.39. “Released Parties” means: Defendant and each of its present and former parents, subsidiaries, affiliates, predecessors, successors and assigns, and each of their respective past and present members, shareholders, directors, officers, employees, agents, servants, registered representatives, insurers and attorneys
- 1.40. “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.
- 1.41. "Response Deadline" means 60 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.

1.42. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.43. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

2.1. On August 27, 2021, Plaintiff Guadalupe Guarista commenced this Action by filing a Complaint alleging causes of action against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; and (7) unfair business practices. On November 30, 2021, Plaintiff Guadalupe Guarista filed a separate action asserting a single cause of action under PAGA. On July 8, 2022, the Court Ordered the Class Action and PAGA Action consolidated. The Parties agree that Plaintiffs will file a First Amended Consolidated Class and Representative Action Complaint (the “Operative Complaint”) adding Plaintiffs Tenisha Katherine Howard and Jennifer Lopez-Trigueros as class representatives and adding a claim for violation of Labor Code section 2802 for failure to reimburse to necessary business related expenses, solely for the purposes of settlement. Defendant denies the allegations in any pleading and the Operative Complaint, denies any failure to comply with any law and denies any and all liability for the causes of action alleged or which might have been alleged. By agreeing to the filing of the Operative Complaint for settlement purposes, Defendant does not waive any defenses to the Operative Complaint, denies all allegations therein, and hereby preserves any and all defenses, including, but not limited to, the statute of limitations.

2.2. On August 26, 2021, pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Guadalupe Guarista gave written notice to Defendant and the LWDA by sending the PAGA notice.

2.3. On July 27, 2022, the Parties participated in an all-day mediation presided over by Hon. Steve Denton, (Ret.), a well-regarded mediator who has mediated many wage-and-hour class actions and is a former judge with the San Diego County Superior Court.

2.4. Prior to mediation, the Parties engaged in an informal exchange of information. Defendant provided Plaintiffs with documentation regarding its policies relating to timekeeping, overtime, meal periods, rest periods, and wage statements; time and payroll records for a sample of Class Members and PAGA Members; and Class/PAGA demographic data. The Parties also engaged in formal discovery subsequent to mediation, including written discovery, Plaintiff Guadalupe Guarista’s deposition and the depositions of Defendant’s PMK(s). Furthermore, counsel for the Parties conferred

extensively concerning this information, the merits of the Parties' claims and/or defenses, and other issues relevant to reaching a settlement. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

- 2.5. The Parties were able to reach a settlement following the July 27, 2022 mediation and subsequent discovery. Plaintiffs and their counsel have conducted sufficient discovery (formal and informal) and analysis to evaluate the strengths and weaknesses of their respective claims and Defendant's defenses, and to recommend this Settlement to the Class Members and the Court.
- 2.6. The Court has not granted class certification, and the Parties have agreed to conditional class certification of the Settlement Class exclusively for the purpose of effectuating this Agreement only
- 2.7. 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, in consideration for this Settlement and a release by Plaintiffs, each Participating Class and PAGA Member, as provided herein, Defendant has agreed to pay Two Hundred Thousand Dollars (\$200,000.00). In no event shall the amount paid by Defendant exceed the Gross Settlement Amount, in addition to separate payment of any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the Effective Date. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To Plaintiffs: Class Representative Service Payments to Plaintiff Guadalupe Guarista in the amount of \$5,000.00, and Class Representative Service Payments to Tenisha Katherine Howard and Jennifer Lopez-Trigueros in the amount of \$1,000.00 (in addition to any Individual Class Payments and any Individual PAGA Payments the Class Representative are entitled to receive as Participating Class Members). Defendant will not oppose Plaintiffs' requests for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount 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 Payments.

- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.333333%, which is currently estimated to be \$66,666.67 and a Class Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts and the Class Counsel Litigation Expenses do not exceed actual costs/expenses incurred. 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 Defendant harmless, and indemnifies Defendant, 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 \$15,000.00 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 \$15,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: The allocation of payment of claims among the Class Members shall be paid based on the number of estimated Workweeks worked during the Class Period without the need to submit a claim form. An Individual Class Payment will be 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 worked.
 - 3.2.4.1. Tax Allocation of Individual Class Payments. 50% 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. 50% 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 \$10,000.00 to be paid from the Gross Settlement Amount, with 75% (\$7,500.00) allocated to the LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual PAGA Payments. Should the Court not initially approve the PAGA Penalties allocation, Plaintiffs shall allocate more of the Gross Settlement to PAGA Penalties until such time as the Court approves the PAGA Penalties. Any and all funds for PAGA Penalties shall come exclusively from the Gross Settlement. Defendant shall have no obligation whatsoever to contribute any additional funds for this purpose.

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 (\$2,500.00) by the total number of PAGA Period workweeks worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period workweeks worked. 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, Defendant estimates there are approximately 156 Class Members who collectively worked a total of 10,800 Workweeks, and 101 of Aggrieved Employees who worked a total of 3,948 PAGA workweeks.

4.2. Class Data. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and

perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (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 otherwise 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, if requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and/or cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a *cy pres* approved by the Court (the “Cy Pres Recipient”). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

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

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiffs, Participating Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs’ Release. Plaintiffs, individually, and on behalf of their heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the fullest extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, arising out of or related to Defendant's employment of Plaintiffs, which Plaintiffs have or may have as of the Effective Date. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiffs' employment with Defendant and the termination of that employment, including without limitation claims arising under federal, state or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990

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

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Participating Class Members: Plaintiffs and all Participating Class Members release and forever discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Released Parties, to the fullest extent permitted by law, from all claims alleged in any pleading in the Action and the Operative Complaint in the Action and all claims that reasonably could have been alleged based on the facts and/or theories pled in the Operative Complaint including claims for unfair competition predicated on claims for failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to timely pay final wages at termination, failure to provide accurate wage statements, failure to reimburse business expenses, and regular rate violations with respect to overtime, double time, meal and rest period premiums, and sick pay that accrued during the Class Period; and labor code violations for failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to timely pay final wages at termination, failure to provide accurate wage statements, and failure to reimburse business expenses, and regular rate violations with respect to overtime, double time, meal and rest period premiums, and sick pay that accrued during the Class Period. The released claims include, but are not limited to, claims for wages, statutory penalties, civil penalties, damages, liquidated damages, or any other relief brought under state or federal law, the California Labor Code, the Fair Labor Standards Act, California Business and Professions Code sections 17200 *et seq.*, and/or any applicable Industrial Welfare Commission Wage Order; attorneys' fees and costs; and interest that accrued during the Class Period. The release expressly excludes claims for any alleged vested benefits, wrongful termination, unemployment insurance, disability benefits, social security, and workers' compensation.

5.3 Release by Aggrieved Employees: Plaintiffs, all Class Members who are Aggrieved Employees, and the State of California release and forever discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims asserted, or which could have been asserted, in the Action, arising during the PAGA Period for civil penalties under California Labor Code section 2698, *et seq.* as well as any interest, fees, and costs available under PAGA, based on or reasonably arising out of the facts and circumstances contained in any pleading in the Action, the PAGA Notice, and the Operative Complaint, and all claims that could have been alleged based on the factual allegations contained collectively therein, including, but not limited to, claims for failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to pay all earned wages twice per month, failure to maintain accurate records of hours worked, failure to timely pay final wages at termination, failure to provide accurate wage statements, and failure to reimburse business expenses, and regular rate violations with respect to overtime, double time, meal and rest period premiums, and sick pay that accrued during the and for violations of Labor Code sections 201-204, 204.1, 210, 226, 226.3, 226.7, 510, 1173, 1174, 1174(d), 1174.5, 1182, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and the applicable Industrial Welfare Commission Wage Orders in

conformity with Labor Code section 2699.3. Nothing in this paragraph shall be construed to be a release of any individual claims against Defendant by any Aggrieved Employees not a party to this Action.

- 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 Defendant’s Declaration in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense Counsel and Defendant 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: (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 proposed Cy Pres Recipient; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, the Administrator, and the proposed Cy Pres Recipient; (vi) a signed declaration from Class Counsel 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 all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. 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. Primary responsibility for preparing all materials necessary for court approval of this Settlement shall belong to Plaintiffs.

6.3 Responsibilities of Counsel. Other than as noted herein, 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 ILYM to serve as the Administrator and verified that, as a condition of appointment, ILYM 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 five (5) 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 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 60 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, Defendant 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 60 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 and signed by the relevant Class Member.

7.5.2 As to any dispute over the propriety of any putative Request for Exclusion, the Administrator's determination shall be conclusive for purposes of

executing administration of this Settlement. 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 conclusive for purposes of executing administration of this Settlement.

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. No Class Member shall have the right to opt out of the PAGA Penalties Settlement.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 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 ask 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 60 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 Toll-Free Number. The Administrator will maintain and monitor an a toll-free telephone number to receive Class Member calls.

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; and (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 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 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.

7.8.5 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 and ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 156 Class Members and 10,800 Total Workweeks during the Class Period and (2) there were 101 Aggrieved Employees who worked 1,974 Pay Periods during the PAGA Period. In the event that the actual number of workweeks worked by all Class Members during the Class Period increases by 10% or more, then Defendant shall increase the Gross Settlement Amount on a proportional basis in excess of ten percent (i.e., if there were an eleven percent (11%) increase in the number of work weeks), then Defendant will increase the Gross Settlement Amount by one percent (1%). Notwithstanding the foregoing, Defendant has the option of electing to have the Class Period and the PAGA Period run through the date it is determined that the total number of Class workweeks has reached 11,880 (the "New Class Period End Date"), in its sole and exclusive discretion.
9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, in its sole discretion, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement administration costs incurred by the Administrator to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing date, Plaintiff 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"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 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 5 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 Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 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 material terms and conditions of this Agreement, 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 Defendant that any of the allegations in any pleading or the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. 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, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification within 30 days of the Court failing to grant Preliminary Approval, Final Approval, or enter Judgment, on any grounds available and further to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. Plaintiff and Class Counsel separately agree that they will not issue any press releases, initiate any contact with the press, hold any press conference, respond to any press inquiry, or have any communication with the press about the fact, amount or terms of the settlement. Plaintiff and Class Counsel also agree that they will not engage in any advertising or distribute any marketing materials relating to the Settlement of this Action in any manner that identifies the Defendant, including but not limited to any postings on any websites

maintained by Class Counsel or any other websites, internet blogs, chatrooms or social media sites. 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 Defendant, 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 each and separately represent and warrant that none of them 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, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise. Each party has relied exclusively upon its own, independent legal and tax counsel.

- 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 Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 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 Plaintiff: Justin F. Marquez, Arrash Fattahi, and Shooka Dadashzadeh, Wilshire Law Firm, PLC, 3055 Wilshire Blvd., 12th Floor, Los Angeles, CA 90010

To Defendant: Jason C. Ross and Ahllam Berri, Wood Smith Henning & Berman LLP, 501 West Broadway, Suite 1200, San Diego, CA 92101.

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.

12.20 Severability. Should the Court or any tribunal of valid jurisdiction declare invalid or unenforceable any provision or term of this Agreement, that term or provision shall be severed from the Agreement, and the remaining terms and provisions shall remain in full force and effect.

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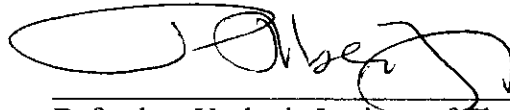
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12.21 No Unalleged Claims. Plaintiffs and Class Counsel represent that they do not have any pending lawsuits, administrative charges or complaints against Defendant or any of the Released Parties, and they do not currently intend or anticipate pursuing any claims against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiffs' or any Class Member's employment, regardless of whether any party or Class Counsel is currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Released Parties, including those facts or legal theories alleged in the Operative Complaint in this Action. The Parties acknowledge, understand, and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

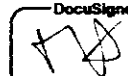
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Plaintiff Guadalupe Guarista

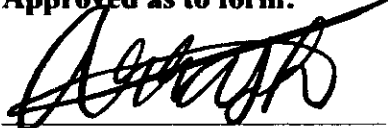

Defendant Urologic Institute of The High
Desert, Inc.

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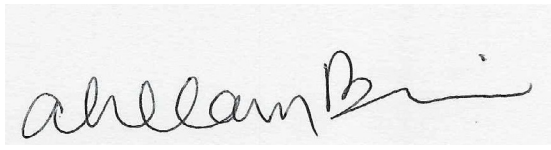
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Plaintiff Jennifer Lopez-Trigueros

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00E9ED0C2F34478
Plaintiff Tenisha Katherine Howard

Approved as to form:


Justin F. Marquez
Arrash T. Fattahi
Shooka Dadashzadeh

Counsel for Plaintiffs


Jason Ross
Valen Hermiz
Ahllam Berri

Counsel for Defendant

Exhibit A

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

Guadalupe Guarista, et al. v. Urologic Institute of the High Desert, Inc., case no. CIVSB2125029 (the “Class Action”) consolidated with *Guadalupe Guarista v. Urologic Institute of the High Desert, Inc.*, case no. CIVSB2133340 (the “PAGA Action”).

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It’s not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (the “Action”) against Urologic Institute of the High Desert (the “Defendant” is used herein as a placeholder) for alleged wage-and-hour violations. The Action was filed by Guadalupe Guarista (“Plaintiff”), one of Defendant’s former employees. The Action seeks payment for Defendant’s alleged: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; and (7) violation of California’s unfair business practices law, for a class of non-exempt hourly employees (“Class Members”) who worked for Defendant during the Class Period (August 27, 2017 to the present); and (2) penalties under the California Private Attorney’s General Act (“PAGA”) for all hourly non-exempt employees who worked for Defendant during the PAGA Period (August 27, 2020 to the present) (“Aggrieved Employees”).

Defendant denies any and all wrongdoing and liability whatsoever. The Court has not made any decision as to the truth of Plaintiff’s allegations.

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

The above estimates are based on Defendant’s records showing that **you worked approximately _____ workweeks** during the Class Period and **you worked approximately _____ workweeks** during the PAGA Period. If you believe these numbers are incorrect, you can submit a challenge by the deadline date. *See* Section 3 of this Notice.

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

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert released wage claims and released PAGA penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by returning the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue otherwise released wage claims against Defendant. However, if you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [date]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. <i>See</i> Section 6 of this Notice. You cannot opt-out of the PAGA portion of the Settlement.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [date]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. <i>See</i> Section 6 of this Notice.

You Can Participate in the [date] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [date]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. <i>See</i> Section 7 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [date]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [date]. <i>See</i> Section 3 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses, failing to provide meal periods, rest breaks, failing to issue meal and rest period premiums, and to issue accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Justin F. Marquez, Christina M. Le, Zachary D. Greenberg of Wilshire Law Firm, PLC (“Class Counsel.”)

Defendant strongly denies violating any laws or failing to pay any wages, or committing any wrongdoing whatsoever, and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive, unpredictable, and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a fair compromise of highly disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering

the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$200,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$66,666.67 (33.333333% of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$20,000.00 for their actual litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000.00 as a Class Representative Award for Plaintiff Guadalupe Guarista, and \$1,000.00 for Class Representative Awards for Plaintiffs Tenisha Katherine Howard and Jennifer Lopez-Trigueros for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payments.
 - C. Up to \$15,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the California LWDA (\$7,500.00) and 25% (\$2,500.00) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross

Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 50% of each Individual Class Payment to taxable wages (“Wage Portion”) and 50% to taxes and interest (“Non-Wage Portion”). The Wage Portion is subject to deductions and withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably lost to you because they will be paid to a non-profit organization or foundation (the “Cy Pres”).
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [date], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [date] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement, signed by the Class Member. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue any alleged wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, they will try to conclude the Settlement in good faith, but if they cannot, then the Settlement will be void: Defendant

will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, ILYM (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 8 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts or PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, release and forever discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Released Parties, to the fullest extent permitted by law, from all claims alleged in any pleading in the Action and the Operative Complaint in the Action and all claims that reasonably could have been alleged based on the facts and/or theories pled in the Operative Complaint including claims for unfair competition predicated on claims for failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to timely pay final wages at termination, failure to provide accurate wage statements, failure to reimburse business expenses, and regular rate violations with respect to overtime, double time, meal and rest period premiums, and sick pay that accrued during the Class Period; and labor code violations for failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to timely pay final wages at termination, failure to provide accurate wage statements, and failure to reimburse business expenses, and regular rate violations with respect to overtime, double time, meal and rest period premiums, and sick pay that accrued during the Class Period. The released claims include, but are not limited to, claims for wages, statutory penalties, civil penalties, damages, liquidated damages, or any other relief brought under state or federal law, the California Labor Code, the Fair Labor Standards Act, California Business and Professions Code sections 17200 *et seq*, and/or any applicable Industrial Welfare Commission Wage Order; attorneys’ fees and costs; and interest that accrued during the Class Period. The release expressly excludes claims for any alleged vested benefits, wrongful termination, unemployment insurance, disability benefits, social security, and workers’ compensation.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

Plaintiffs, all Class Members who are Aggrieved Employees, and the State of California release and forever discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims asserted, or which could have been asserted, in the Action, arising during the PAGA Period for civil penalties under California Labor Code section 2698, et seq. as well as any interest, fees, and costs available under PAGA, based on or reasonably arising out of the facts and circumstances contained in any pleading in the Action, the PAGA Notice, and the Operative Complaint, and all claims that could have been alleged based on the factual allegations contained collectively therein, including, but not limited to, claims for failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to pay all earned wages twice per month, failure to maintain accurate records of hours worked, failure to timely pay final wages at termination, failure to provide accurate wage statements, and failure to reimburse business expenses, and regular rate violations with respect to overtime, double time, meal and rest period premiums, and sick pay that accrued during the and for violations of Labor Code sections 201-204, 204.1, 210, 226, 226.3, 226.7, 510, 1173, 1174, 1174(d), 1174.5, 1182, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and the applicable Industrial Welfare Commission Wage Orders in conformity with Labor Code section 2699.3. Nothing in this paragraph shall be construed to be a release of any individual claims against Defendant by any Aggrieved Employees not a party to this Action.

HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

11. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
12. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500.00 by the total number of PAGA Period Workweeks

worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Workweeks worked by each individual Aggrieved Employee.

13. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. You have until [date] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 8 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

4. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 8 of this Notice has the Administrator's contact information.

5. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, signature, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Guadalupe Guarista v. Urologic Institute of the High Desert, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be**

sent your request to be excluded by [date], or it will be invalid. Section 8 of the Notice has the Administrator's contact information.

6. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 8 of this Notice) will send you copies of these documents at no cost to you.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [date].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Guadalupe Guarista v. Urologic Institute of the High Desert, Inc.*, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 8 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 7 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

7. CAN I ATTEND THE FINAL APPROVAL HEARING?

Yes, but you don't have to, attend the Final Approval Hearing on [date] at [time] in Department S-26 of the San Bernardino County Superior Court, located at 247 West 3rd Street, San Bernardino, California, 92415. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend). Feel free to check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

8. HOW CAN I GET MORE INFORMATION?

This Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the court's website . You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.sb-court.org/> and entering the Case Number for the Action, Case No. CIVSB2125029.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Justin F. Marquez
justin@wilshirelawfirm.com
Arrash Fattahi
afattahi@wilshirelawfirm.com
Shooka Dadashzadeh
sdadashzadeh@wilshirelawfirm.com
Wilshire Law Firm
3055 Wilshire Boulevard, 12th Floor
Los Angeles, CA 90010
(213) 784-3830

Settlement Administrator:

ILYM
14751 Plaza Drive, Suite J
Tustin, CA 92780
Telephone: (714) 277-4145
Fax: (888) 845-6185

9. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

10. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Exhibit 2

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 05 2024

Ull
Manakubio

Justin F. Marquez (SBN 262417)
justin@wilshirelawfirm.com
Arrash T. Fattahi (SBN 333676)
afattahi@wilshirelawfirm.com
WILSHIRE LAW FIRM
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Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

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

GUADALUPE GUARISTA, individually, on
behalf of all others similarly situated, and on
behalf of the State of California and other
aggrieved persons; and TENISHA KATHERINE
HOWARD and JENNIFER LOPEZ-
TRIGUEROS, individually, and on behalf of all
others similarly situated,

Plaintiffs,

v.

UROLOGIC INSTITUTE OF THE HIGH
DESERT, INC., a corporation, and DOES 1
through 10, inclusive,

Defendants.

Case No.: CIVSB2125029

[Consolidated with Case No. CIVSB213340]

CLASS & REPRESENTATIVE ACTION

[Assigned to: Hon. Jessica Morgan, Dept. S-
26]

**DECLARATION OF PLAINTIFF
GUADALUPE GUARISTA IN SUPPORT
OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

DECLARATION OF PLAINTIFF GUADALUPE GUARISTA

I, Guadalupe Guarista, declare as follows:

1. I am an adult resident of the State of California, and, if called as a witness in this action, I would testify truthfully to the matters described in this declaration. All of the matters described in this declaration are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true.

2. I make this declaration entirely of my own free will and choice. I have not been promised any benefit for doing so, and I have not been pressured into giving this declaration. Before signing this declaration, I was given the opportunity to review it, make changes, and verify the accuracy of its contents.

3. I am a former employee of Urologic Institute of the High Desert, Inc. ("Defendant"). I worked for Defendant from approximately June 2020 to approximately October 2020 as an hourly-paid, non-exempt employee. Throughout the entirety of my employment, I was subject to all of Defendant's policies and practices that have been alleged as unlawful in the First Amended Consolidated Class & Representative Action Complaint.

4. I initiated this lawsuit because I was concerned that I was not paid properly for all the hours that I worked, and I was not provided all of my meal and rest breaks.

5. By originating this lawsuit as a class representative, I hoped that I might be able to change Defendant's policies to better protect the working conditions of my co-workers. I also understood that it was my duty as a class representative to represent the best interests of the class, know about the lawsuit, assist my attorneys, and keep updated on the case.

6. I have invested a lot of personal time and energy into this lawsuit. As detailed more fully below, I have spent approximately 55 hours on this case. I made it a priority to be actively involved because I wanted to do everything I could to assist my attorneys in prosecuting this case.

7. Throughout this case, I spent a lot of time on the phone with my attorneys to get updates about the case and provide them with information. For example, during some of the phone calls, my attorneys and I were able to identify instances when I was not paid correctly.

1 Additionally, leading up to the mediation in July 2022, I had multiple lengthy phone calls with
2 Wilshire Law Firm regarding the claims at issue and what was to transpire at the mediation.

3 8. Throughout the case, I also spent time looking for documents relevant to the case to
4 send to my attorneys. I spent numerous hours looking for these documents, including when I first
5 contacted my attorneys, before my attorneys filed the case, and before my case was mediated. I
6 also spent time reviewing legal documents in this case with my attorneys.

7 9. Additionally, I made myself fully available on the day of mediation and was in
8 continuous contact with my attorneys to assist with any questions or issues that may have arisen.

9 10. On September 12, 2023, my deposition was taken by Defendant's counsel. The
10 September 2023 deposition began at 9:10 a.m. and concluded at 5:09 p.m. Prior to the deposition
11 taking place, I spent numerous hours preparing for the deposition with my attorneys.

12 11. I believe the settlement is a good settlement and I would recommend that the Court
13 approve it because I believe that this settlement is fair, adequate, and reasonable. I am glad that I
14 had the opportunity to represent the class in this lawsuit and that I was able to recover money
15 through a settlement for the class.

16 12. I did not make the decision to file a class action lightly. I was concerned by the
17 attention a publicly filed lawsuit, and especially a class action, would attract. My name would be
18 associated with a lawsuit that I filed against my former employer. I am mindful that prospective
19 employers might find out that I sued Defendant. Nevertheless, I felt that important rights were at
20 stake that hurt everyone, and something ought to be done about it.

21 13. I also understand that there was financial risk in bringing this lawsuit. For example,
22 I knew that if I did not prevail in this lawsuit that I could potentially be responsible for Defendant's
23 attorneys' fees and costs.

24 14. I understand that the settlement agreement provides a service payment to me in the
25 amount of \$5,000.00. I believe this amount is fair compensation for my time and effort on this
26 case, for helping to prosecute this case, and the risks with respect to my future employment. In
27 addition, the settlement requires that I enter into a general release, which I understand is broader
28

than the release that will bind other class members. I am receiving no compensation additional to that provided for in the settlement.

15. Based on my involvement in this case and the benefits provided to my former co-workers, I can say I helped stand up for the other workers who were too afraid to say anything to management because they did not want to risk losing their jobs or risk the stigma of suing an employer. I was not afraid to take that risk because I strongly care about helping out my former co-workers.

16. I reviewed (and ultimately signed) the Class Action and PAGA Settlement Agreement in full and my attorneys answered all the questions I had. I believe the settlement terms and allocations are fair, adequate, and reasonable given the strength of the class claims and Defendant's defenses.

17. I have no conflicts of interest with any class member or the Settlement Administrator, ILYM Group, Inc.

18. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed on 9/3/2024, at Ciudad, California.

DocuSigned by:
Guadalupe Guarista
79FEF6DD92BF493...
Guadalupe Guarista

Justin F. Marquez (SBN 262417)
justin@wilshirelawfirm.com
Arrash T. Fattahi (SBN 333676)
afattahi@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 05 2024

WLF
Manal Rubio

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

GUADALUPE GUARISTA, individually, on
behalf of all others similarly situated, and on
behalf of the State of California and other
aggrieved persons; and TENISHA KATHERINE
HOWARD and JENNIFER LOPEZ-
TRIGUEROS, individually, and on behalf of all
others similarly situated,

Plaintiffs,

v.

UROLOGIC INSTITUTE OF THE HIGH
DESERT, INC., a corporation, and DOES 1
through 10, inclusive,

Defendants.

Case No.: CIVSB2125029

[Consolidated with Case No. CIVSB213340]

CLASS & REPRESENTATIVE ACTION

[Assigned to: Hon. Jessica Morgan, Dept. S-
26]

**DECLARATION OF PLAINTIFF
TENISHA KATHERINE HOWARD IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

DECLARATION OF PLAINTIFF TENISHA KATHERINE HOWARD

I, Tenisha Katherine Howard, declare as follows:

1. I am an adult resident of the State of California, and, if called as a witness in this action, I would testify truthfully to the matters described in this declaration. All of the matters described in this declaration are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true.

2. I make this declaration entirely of my own free will and choice. I have not been promised any benefit for doing so, and I have not been pressured into giving this declaration. Before signing this declaration, I was given the opportunity to review it, make changes, and verify the accuracy of its contents.

3. I am one of the named Plaintiffs in this action and submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. I am hopeful the Court will approve my request for a \$1,000 service payment because of the time and effort I spent on this case.

4. I am a former employee of Urologic Institute of the High Desert, Inc. ("Defendant"). I worked for Defendant from approximately September 2021 to approximately February 2022 as an hourly-paid, non-exempt employee. Throughout the entirety of my employment, I was subject to all of Defendant's policies and practices that have been alleged as unlawful in the First Amended Consolidated Class & Representative Action Complaint.

5. I reached out to Wilshire Law Firm because I felt as if I was not being paid correctly for all the hours that I worked and was not provided with all my mandated meal and rest breaks. At the time I reached out to Wilshire Law Firm, I was informed that there was a pending class action lawsuit against Defendant, which was initiated by Plaintiff Guadalupe Guarista in August 2021. I was hopeful that my assistance would add value to the case and perhaps improve Defendant's policies so that the working conditions of the employed workers would improve. I also understood that joining the lawsuit at a later time as a class representative meant that I had to represent the best interests of the class.

1 6. I have actively participated in the litigation of this action. At the time I contacted
2 Wilshire Law Firm, I provided my attorneys a detailed account of the facts related to my
3 employment with Defendant, including, but not limited to, my belief that Defendant had a policy
4 and practice of not providing its employees with California compliant meal and rest periods and
5 requiring its employees to work “off-the-clock” during unpaid meal periods. The anecdotes I
6 shared regarding my employment assisted my attorneys in better understanding Defendant’s
7 policies and practices. I also regularly communicated with my attorneys and staff members of
8 Wilshire Law firm regarding the status of the lawsuit and whether I could be of assistance.

9 7. My attorneys explained to me the risks and benefits of being added to the lawsuit as
10 a class representative. I understood the risks, both professionally and financially, associated with
11 pursuing a class action case and acting as one of the class representatives. I further understood
12 that pursuing the case as a class action, rather than individually, meant that it would take
13 substantially longer as a result of the multi-step approval process as mandated by the California
14 courts. Although I was made aware that there was a possibility that I could receive nothing at the
15 end, I believed that it was important to ensure that Defendant followed the law with respect to all
16 of its hourly-paid, non-exempt employees. Additionally, I understood that it was my responsibility
17 to act in the best interests of the Class and not just myself. In that respect, I understood my duties
18 and responsibilities to the proposed Class and carried out and will continue to carry out those duties
19 as necessary.

20 8. I reviewed (and ultimately signed) the Class Action and PAGA Settlement
21 Agreement in full and my attorneys answered all the questions I had. I believe the settlement terms
22 and allocations are fair, adequate, and reasonable given the strength of the class claims and
23 Defendant’s defenses.

24 9. I estimate that I spent approximately 5 hours searching for documents related to my
25 employment, speaking with Wilshire Law Firm throughout the litigation, discussing the particulars
26 and reasonableness of the settlement, and reviewing/signing documents related to the settlement.
27 As such, I respectfully request that the Court award me a \$1,000 service payment based on my
28 involvement in the case and the benefits provided for the Class.

3 11. I am not aware of any other pending matter or action asserting claims that will be
4 extinguished or adversely affected by the Settlement.

5 I declare under penalty of perjury under the laws of the State of California and the United
6 States that the foregoing is true and correct.

7 Executed on 9/3/2024, at City, California.



Tenisha Katherine Howard

Justin F. Marquez (SBN 262417)
justin@wilshirelawfirm.com
Arrash T. Fattahi (SBN 333676)
afattahi@wilshirelawfirm.com
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Facsimile: (213) 381-9989

Attorneys for Plaintiffs

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 05 2024

WLF
Mama Rubio

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

GUADALUPE GUARISTA, individually, on
behalf of all others similarly situated, and on
behalf of the State of California and other
aggrieved persons; and TENISHA KATHERINE
HOWARD and JENNIFER LOPEZ-
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v.

UROLOGIC INSTITUTE OF THE HIGH
DESERT, INC., a corporation, and DOES 1
through 10, inclusive,

Defendants.

Case No.: CIVSB2125029

[Consolidated with Case No. CIVSB213340]

CLASS & REPRESENTATIVE ACTION

[Assigned to: Hon. Jessica Morgan, Dept. S-26]

**DECLARATION OF PLAINTIFF
JENNIFER LOPEZ-TRIGUEROS IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

DECLARATION OF PLAINTIFF JENNIFER LOPEZ-TRIGUEROS

I, Jennifer Lopez-Trigueros, declare as follows:

1. I am an adult resident of the State of California, and, if called as a witness in this action, I would testify truthfully to the matters described in this declaration. All of the matters described in this declaration are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true.

2. I make this declaration entirely of my own free will and choice. I have not been promised any benefit for doing so, and I have not been pressured into giving this declaration. Before signing this declaration, I was given the opportunity to review it, make changes, and verify the accuracy of its contents.

3. I am one of the named Plaintiffs in this action and submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. I am hopeful the Court will approve my request for a \$1,000 service payment because of the time and effort I spent on this case.

4. I am a former employee of Urologic Institute of the High Desert, Inc. ("Defendant"). I worked for Defendant from approximately July 2020 to approximately February 2022 as an hourly-paid, non-exempt employee. Throughout the entirety of my employment, I was subject to all of Defendant's policies and practices that have been alleged as unlawful in the First Amended Consolidated Class & Representative Action Complaint.

5. I reached out to Wilshire Law Firm because I felt as if I was not being paid correctly for all the hours that I worked and was not provided with all my mandated meal and rest breaks. At the time I reached out to Wilshire Law Firm, I was informed that there was a pending class action lawsuit against Defendant, which was initiated by Plaintiff Guadalupe Guarista in August 2021. I was hopeful that my assistance would add value to the case and perhaps improve Defendant's policies so that the working conditions of the employed workers would improve. I also understood that joining the lawsuit at a later time as a class representative meant that I had to represent the best interests of the class.

1 6. I have actively participated in the litigation of this action. At the time I contacted
2 Wilshire Law Firm, I provided my attorneys a detailed account of the facts related to my
3 employment with Defendant, including, but not limited to, my belief that Defendant had a policy
4 and practice of not providing its employees with California compliant meal and rest periods and
5 requiring its employees to work “off-the-clock” during unpaid meal periods. Additionally, I
6 provided my counsel with documentation in support of the claims brought against Defendant.
7 These documents, along with the anecdotes I shared regarding my employment, assisted my
8 attorneys in better understanding Defendant’s policies and practices. I also regularly
9 communicated with my attorneys and staff members of Wilshire Law firm regarding the status of
10 the lawsuit and whether I could be of assistance.

11 7. My attorneys explained to me the risks and benefits of being added to the lawsuit as
12 a class representative. I understood the risks, both professionally and financially, associated with
13 pursuing a class action case and acting as one of the class representatives. I further understood
14 that pursuing the case as a class action, rather than individually, meant that it would take
15 substantially longer as a result of the multi-step approval process as mandated by the California
16 courts. Although I was made aware that there was a possibility that I could receive nothing at the
17 end, I believed that it was important to ensure that Defendant followed the law with respect to all
18 of its hourly-paid, non-exempt employees. Additionally, I understood that it was my responsibility
19 to act in the best interests of the Class and not just myself. In that respect, I understood my duties
20 and responsibilities to the proposed Class and carried out and will continue to carry out those duties
21 as necessary.

22 8. I reviewed (and ultimately signed) the Class Action and PAGA Settlement
23 Agreement in full and my attorneys answered all the questions I had. I believe the settlement terms
24 and allocations are fair, adequate, and reasonable given the strength of the class claims and
25 Defendant’s defenses.

26 9. I estimate that I spent approximately 5 hours searching for and collecting documents
27 related to my employment, speaking with Wilshire Law Firm throughout the litigation, discussing
28 the particulars and reasonableness of the settlement, and reviewing/signing documents related to

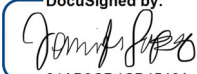
1 the settlement. As such, I respectfully request that the Court award me a \$1,000 service payment
2 based on my involvement in the case and the benefits provided for the Class.

3 10. I have no conflicts of interest with any class member or the Settlement
4 Administrator, ILYM Group, Inc.

5 11. I am not aware of any other pending matter or action asserting claims that will be
6 extinguished or adversely affected by the Settlement.

7 I declare under penalty of perjury under the laws of the State of California and the United
8 States that the foregoing is true and correct.

9 Executed on 9/3/2024, at _____, City _____, California.

10 DocuSigned by:
11 
12 91A89CD2CB4546A...

Jennifer Lopez-Trigueros

Exhibit 3

Wilshire Law Firm, PLC
Transaction Detail by Account
All Transactions

5/22/2025
Accrual Basis

Type	Date	Num	Memo	Amount	Balance
COS					
Mediation Fees					
	6/1/2022	565737	Mediation Fee	5,200.00	5,200.00
Total MEDIATION FEES				5,200.00	5,200.00
Expert Fees					
	8/16/2022	6576	Expert Fees	2,450.00	2,450.00
Total EXPERT FEES				2,450.00	2,450.00
Legal Expenses					
	9/2/2021		PAGA Fee	75.00	75.00
	8/11/2022	846791965	Legal Research	71.23	71.23
	8/11/2022	846791965	Legal Research	15.77	15.77
	2/16/2023	25663	Deposition Costs	7,336.00	7,336.00
	2/28/2023	25967	Deposition Costs	4,616.40	4,616.40
	9/13/2023	7072D9F3-0005-B	Legal Research	68.50	68.50
	9/13/2023	7072D9F3-0005-D	Legal Research	68.50	68.50
	9/13/2023	7072D9F3-0005-C	Legal Research	68.50	68.50
	9/14/2023	848896021	Legal Research	216.97	216.97
	10/18/2023	90024866	Deposition Costs	3,401.72	3,401.72
	11/6/2023	849221290	Legal Research	104.98	104.98
	11/15/2023	7072D9F3-0006-C	Legal Research	95.89	95.89
	11/15/2023	7072D9F3-0006-D	Legal Research	95.89	95.89
	11/15/2023	7072D9F3-0006-A	Legal Research	68.50	68.50
	11/15/2023	7072D9F3-0006-B	Legal Research	82.20	82.20
	5/20/2025	25663 (2)	Deposition Costs	2,995.87	2,995.87
	5/20/2025	25967 (2)	Deposition Costs	1,694.49	1,694.49
Total LEGAL EXPENSES				21,076.41	21,076.41
Process Service Fees					
	10/5/2021	39720	Attorney Services	1,708.50	1,708.50
	10/6/2021		Attorney Services	3.50	3.50
	10/13/2021	41026	Attorney Services	140.00	140.00
	12/3/2021	41138	Attorney Services	85.00	85.00
	12/23/2021	43172	Attorney Services	293.00	293.00
	12/29/2021		Attorney Services	94.00	94.00
	1/25/2022	42514	Attorney Services	608.50	608.50
	2/4/2022	43533	Attorney Services	125.00	125.00
	2/14/2022	44807	Attorney Services	139.75	139.75
	4/7/2022	44871	Attorney Services	95.00	95.00
	4/19/2022	46818	Attorney Services	163.95	163.95
	4/19/2022	46819	Attorney Services	163.95	163.95
	4/29/2022		Attorney Services	94.00	94.00
	8/3/2022	49483	Attorney Services	135.00	135.00
	8/23/2022	50170	Attorney Services	135.00	135.00
	8/30/2022		Attorney Services	94.00	94.00
	2/22/2023	55869	Attorney Services	135.00	135.00
	3/2/2023		Attorney Services	72.00	72.00
	4/11/2023	57755	Attorney Services	159.95	159.95
	4/14/2023	58210	Attorney Services	135.00	135.00
	7/5/2023	61454	Attorney Services	159.95	159.95
	7/10/2023		Attorney Services	72.00	72.00
	8/18/2023	63515	Attorney Services	246.00	246.00
	8/21/2023		Attorney Services	72.00	72.00
	9/18/2023	64991	Attorney Services	144.00	144.00
	10/6/2023	65950	Attorney Services	135.00	135.00
	3/4/2024	21912607	Attorney Services	18.62	18.62
	6/6/2024	21912607(2)	Attorney Services	1.00	1.00
	7/19/2024	79129	Attorney Services	235.95	235.95
	8/27/2024	23613217	Attorney Services	21.71	21.71
	8/29/2024		Attorney Services	17.50	17.50
	9/5/2024	23611033	Attorney Services	22.60	22.60
	9/6/2024	81145	Attorney Services	227.00	227.00
	9/9/2024		Attorney Services	72.00	72.00
	9/11/2024	23611070	Attorney Services	22.60	22.60
	12/20/2024		Attorney Services	72.00	72.00

	12/30/2024		Attorney Services	0.11	0.11
	12/30/2024		Attorney Services	2.50	2.50
Total PROCESS SERVICE FEES				6,122.64	6,122.64
Other Costs					
	8/27/2021	E-554184	Printing Cost	5.50	5.50
	8/27/2021	E-553756	Postage Cost	6.06	6.06
	8/27/2021	E-553750	Postage Cost	6.06	6.06
	7/13/2022	E-2983227	Printing Cost	9.50	9.50
	1/26/2023	E-2889569	Printing Cost	0.25	0.25
	8/7/2023	E-3156023	DocuSign Envelope	1.89	1.89
	8/8/2023	E-3156072	DocuSign Envelope	1.89	1.89
	9/26/2023	E-3165212	DocuSign Envelope	1.89	1.89
	9/27/2023	E-3165213	DocuSign Envelope	1.89	1.89
	7/16/2024	E-3234662	DocuSign Envelope	1.89	1.89
	7/16/2024	E-3216953	Postage Cost	0.97	0.97
	9/3/2024	E-3240424	DocuSign Envelope	1.89	1.89
	9/3/2024	E-3237338	DocuSign Envelope	1.89	1.89
	9/3/2024	E-3240428	DocuSign Envelope	1.89	1.89
Total OTHER COSTS				43.36	43.36
TOTAL				34,892.41	34,892.41

Exhibit 4



ELM Solutions

2022 Real Rate Report[®]

The industry's leading
analysis of law firm rates,
trends, and practices

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Report Use Considerations

2022 Real Rate Report

- Examines law firm rates over time
- Identifies rates by location, experience, firm size, areas of expertise, industry, and timekeeper role (i.e., partner, associate, and paralegal)
- Itemizes variables that drive rates up or down

All the analyses included in the report derive from the actual rates charged by law firm professionals as recorded on invoices submitted and approved for payment.

Examining real, approved rate information, along with the ranges of those rates and their changes over time, highlights the role these variables play in driving aggregate legal cost and income. The analyses can energize questions for both corporate clients and law firm principals.

Clients might ask whether they are paying the right amount for different types of legal services, while law firm principals might ask whether they are charging the right amount for legal services and whether to modify their pricing approach.

Some key factors¹ that drive rates²:

Attorney location - Lawyers in urban and major metropolitan areas tend to charge more when compared with lawyers in rural areas or small towns.

Litigation complexity - The cost of representation will be higher if the case is particularly complex or time-consuming; for example, if there are a large number of documents to review, many witnesses to depose, and numerous procedural steps, the case is likely to cost more (regardless of other factors like the lawyer's level of experience).

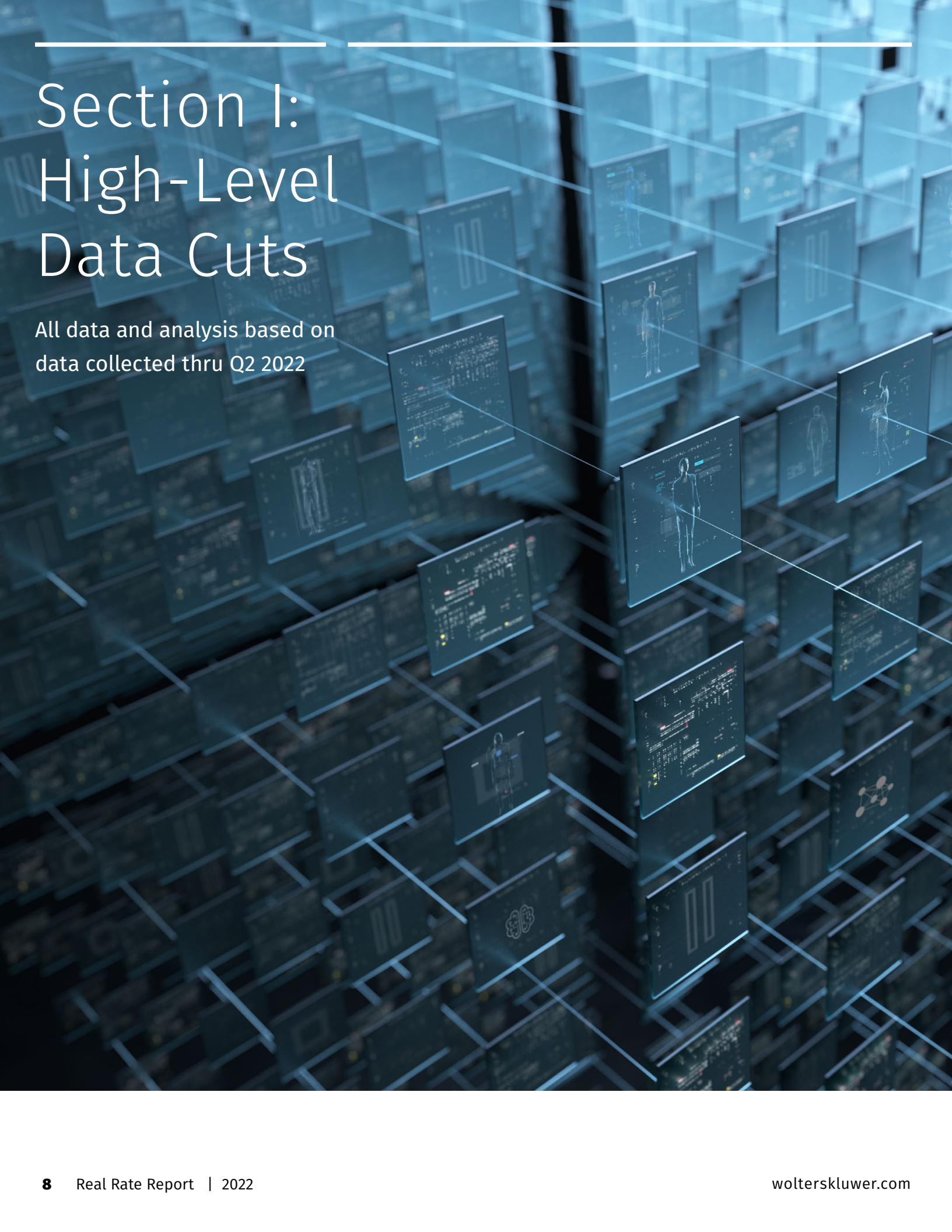
Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural issues.

Overhead - The costs associated with the firm's support network (paralegals, clerks, and assistants), document preparation, consultants, research, and other expenses.

Firm size - The rates can increase if the firm is large and has various timekeeper roles at the firm. For example, the cost to work with an associate or partner at a larger firm will be higher compared to a firm that has one to two associates and a paralegal.

¹ David Goguen, J.D., University of San Francisco School of Law (2020) Guide to Legal Services Billing Retrieved from: <https://www.lawyers.com/legal-info/research/guide-to-legal-services-billing-rates.html>

² Source: 2018 RRR. Factor order validated in multiple analyses since 2010



Section I: High-Level Data Cuts

All data and analysis based on
data collected thru Q2 2022

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Jackson MS	Litigation	Associate	56	\$55	\$225	\$250	\$178	\$203	\$175
	Non-Litigation	Partner	24	\$315	\$420	\$485	\$418	\$394	\$375
		Associate	25	\$55	\$126	\$255	\$155	\$125	\$259
Kansas City MO	Litigation	Partner	74	\$413	\$450	\$556	\$472	\$450	\$450
		Associate	50	\$252	\$329	\$385	\$319	\$316	\$305
	Non-Litigation	Partner	101	\$411	\$487	\$615	\$519	\$487	\$464
		Associate	73	\$250	\$320	\$385	\$322	\$312	\$285
Las Vegas NV	Non-Litigation	Partner	20	\$350	\$425	\$525	\$440	\$422	\$432
		Associate	11	\$238	\$267	\$368	\$301	\$297	\$282
Little Rock AR	Non-Litigation	Partner	11	\$215	\$215	\$308	\$264	\$256	\$298
Los Angeles CA	Litigation	Partner	322	\$516	\$725	\$1,045	\$799	\$739	\$702
		Associate	408	\$400	\$615	\$855	\$642	\$606	\$564
	Non-Litigation	Partner	521	\$596	\$868	\$1,201	\$903	\$902	\$858
		Associate	667	\$441	\$603	\$845	\$653	\$712	\$648

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Minneapolis MN	Non-Litigation	Associate	83	\$340	\$421	\$528	\$425	\$408	\$384
Nashville TN	Litigation	Partner	24	\$275	\$320	\$456	\$363	\$378	\$403
	Non-Litigation	Partner	78	\$412	\$484	\$576	\$505	\$481	\$470
		Associate	59	\$270	\$330	\$384	\$340	\$315	\$285
New Orleans LA	Litigation	Partner	47	\$290	\$332	\$412	\$343	\$330	\$340
		Associate	42	\$231	\$243	\$340	\$278	\$290	\$275
	Non-Litigation	Partner	32	\$295	\$347	\$405	\$419	\$380	\$391
		Associate	21	\$244	\$250	\$278	\$273	\$303	\$258
New York NY	Litigation	Partner	614	\$475	\$675	\$1,088	\$808	\$784	\$746
		Associate	631	\$323	\$460	\$729	\$545	\$527	\$509
	Non-Litigation	Partner	1,376	\$765	\$1,235	\$1,638	\$1,189	\$1,139	\$1,090
		Associate	1,809	\$550	\$776	\$1,050	\$796	\$766	\$716
Oklahoma City OK	Non-Litigation	Partner	14	\$235	\$338	\$393	\$337	\$319	\$311
Omaha NE	Litigation	Partner	12	\$293	\$339	\$353	\$329	\$338	\$341

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Rochester NY	Non-Litigation	Partner	12	\$270	\$360	\$488	\$386	\$341	\$446
		Associate	13	\$220	\$310	\$375	\$314	\$278	\$287
Sacramento CA	Non-Litigation	Partner	11	\$381	\$437	\$682	\$534	\$559	\$516
Salt Lake City UT	Litigation	Partner	14	\$246	\$353	\$468	\$363	\$333	\$379
	Non-Litigation	Partner	42	\$297	\$371	\$447	\$391	\$363	\$353
		Associate	22	\$220	\$240	\$270	\$248	\$247	\$228
San Diego CA	Litigation	Associate	23	\$151	\$225	\$300	\$255	\$258	\$264
	Non-Litigation	Partner	89	\$332	\$540	\$1,066	\$699	\$667	\$649
		Associate	71	\$250	\$325	\$424	\$373	\$378	\$351
San Francisco CA	Litigation	Partner	143	\$423	\$675	\$995	\$742	\$711	\$691
		Associate	98	\$325	\$430	\$731	\$525	\$517	\$470
	Non-Litigation	Partner	221	\$475	\$750	\$950	\$758	\$746	\$741
		Associate	151	\$338	\$486	\$702	\$545	\$563	\$507
San Jose CA	Litigation	Partner	33	\$654	\$921	\$1,133	\$916	\$907	\$864

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
San Jose CA	Litigation	Associate	22	\$461	\$580	\$745	\$608	\$593	\$498
	Non-Litigation	Partner	50	\$660	\$864	\$1,303	\$969	\$985	\$887
		Associate	46	\$380	\$460	\$775	\$616	\$639	\$567
Seattle WA	Litigation	Partner	76	\$497	\$655	\$760	\$635	\$567	\$510
		Associate	61	\$394	\$468	\$530	\$447	\$453	\$395
	Non-Litigation	Partner	148	\$410	\$526	\$760	\$571	\$547	\$547
		Associate	113	\$310	\$395	\$502	\$422	\$401	\$377
St. Louis MO	Litigation	Partner	46	\$260	\$350	\$435	\$376	\$373	\$388
		Associate	17	\$197	\$225	\$250	\$228	\$237	\$232
	Non-Litigation	Partner	57	\$352	\$419	\$540	\$451	\$446	\$473
Tampa FL	Litigation	Partner	31	\$369	\$508	\$595	\$490	\$467	\$452
		Associate	15	\$269	\$298	\$368	\$316	\$302	\$306
Trenton NJ	Non-Litigation	Partner	21	\$408	\$600	\$700	\$569	\$620	\$581
		Associate	12	\$480	\$495	\$500	\$448	\$376	\$387

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Associate

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	3 to Fewer Than 7 Years	15	\$270	\$325	\$360	\$318	\$295	\$283
	7 or More Years	28	\$292	\$334	\$391	\$333	\$312	\$302
Los Angeles CA	Fewer Than 3 Years	63	\$429	\$595	\$654	\$556	\$524	\$488
	3 to Fewer Than 7 Years	144	\$486	\$688	\$838	\$662	\$626	\$530
	7 or More Years	171	\$351	\$550	\$840	\$600	\$634	\$586
Miami FL	3 to Fewer Than 7 Years	19	\$300	\$360	\$457	\$380	\$331	\$313
	7 or More Years	36	\$295	\$450	\$595	\$460	\$433	\$385
Minneapolis MN	Fewer Than 3 Years	11	\$374	\$405	\$446	\$408		\$230
	3 to Fewer Than 7 Years	27	\$340	\$451	\$510	\$421	\$358	\$356
	7 or More Years	27	\$423	\$468	\$585	\$478	\$438	\$392
Nashville TN	7 or More Years	12	\$219	\$245	\$345	\$282	\$266	\$262
New Orleans LA	3 to Fewer Than 7 Years	12	\$232	\$243	\$265	\$261	\$242	\$245
	7 or More Years	18	\$243	\$312	\$343	\$306	\$318	\$294
New York NY	Fewer Than 3 Years	142	\$443	\$622	\$775	\$629	\$600	\$652

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Partner

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	Fewer Than 21 Years	46	\$400	\$450	\$537	\$473	\$411	\$397
	21 or More Years	68	\$440	\$553	\$658	\$539	\$497	\$491
Las Vegas NV	Fewer Than 21 Years	12	\$284	\$381	\$495	\$389	\$349	\$343
	21 or More Years	13	\$350	\$425	\$515	\$468	\$456	\$472
Los Angeles CA	Fewer Than 21 Years	183	\$533	\$801	\$1,075	\$804	\$797	\$682
	21 or More Years	333	\$550	\$765	\$1,133	\$863	\$842	\$808
Memphis TN	Fewer Than 21 Years	14	\$288	\$331	\$380	\$345	\$317	\$328
	21 or More Years	15	\$355	\$415	\$425	\$394	\$382	\$375
Miami FL	Fewer Than 21 Years	57	\$370	\$450	\$598	\$490	\$498	\$443
	21 or More Years	104	\$388	\$581	\$749	\$584	\$580	\$536
Milwaukee WI	21 or More Years	16	\$302	\$454	\$613	\$589	\$515	\$530
Minneapolis MN	Fewer Than 21 Years	36	\$470	\$530	\$607	\$532	\$486	\$499
	21 or More Years	84	\$507	\$675	\$796	\$656	\$620	\$589
Nashville TN	Fewer Than 21 Years	28	\$375	\$405	\$535	\$449	\$405	\$397

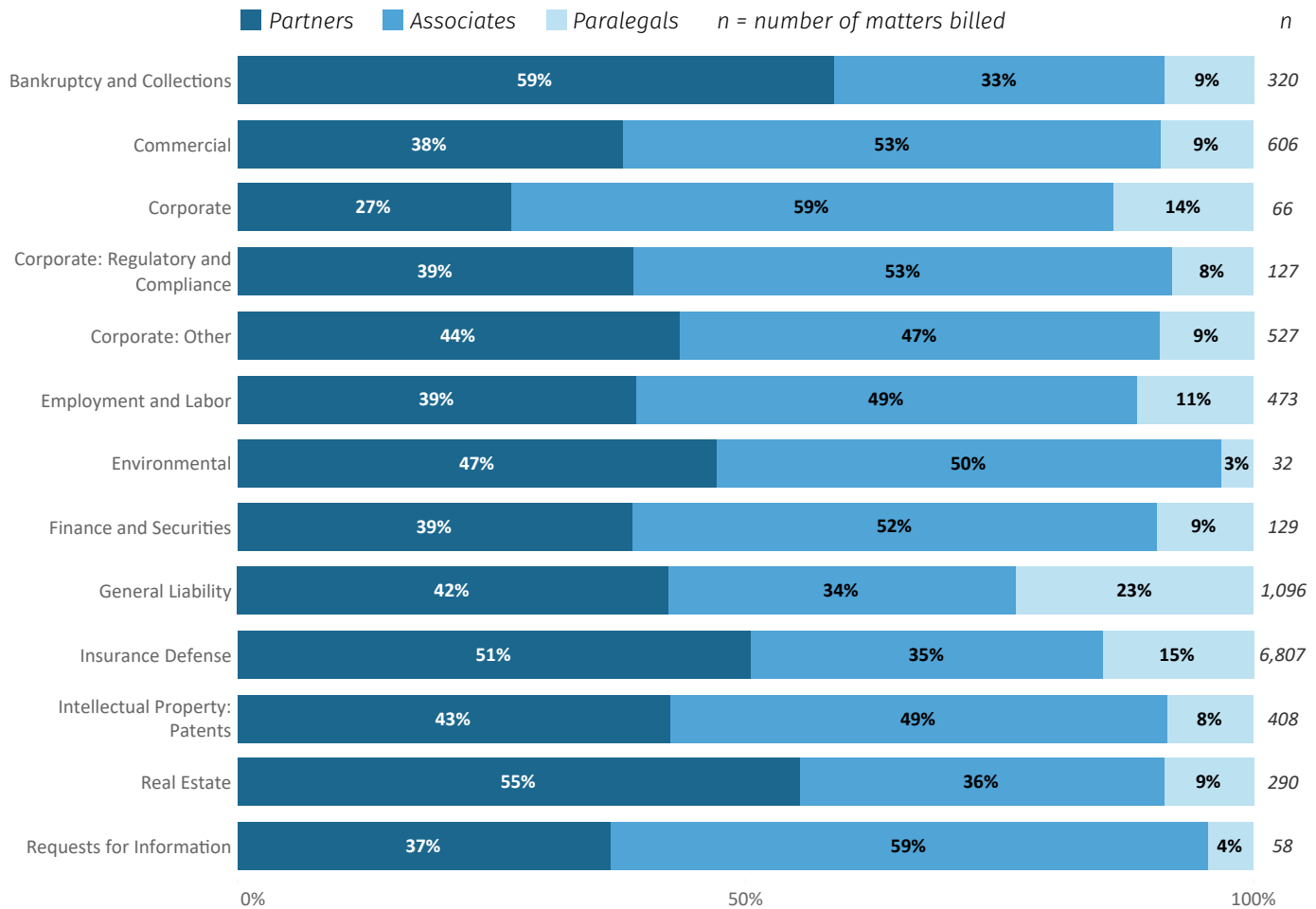
Section VI: Matter Staffing Analysis

All data and analysis based on
data collected thru Q2 2022

Section VI: Matter Staffing Analysis

Long Litigation Matters, More Than 100 Total Hours Billed

2019 to 2022 -- Percentage of Hours Billed per Matter



Section VII: Data Methodology

All data and analysis based on
data collected thru Q2 2022

Appendix: Data Methodology

Invoice Information

Data in Wolters Kluwer ELM Solutions' reference database and the 2022 Real Rate Report were taken from invoice line-item entries contained in invoices received and approved by participating companies.

Invoice data were received in the Legal Electronic Data Exchange Standard (LEDES) format (LEDES.org). The following information was extracted from those invoices and their line items:

- Law firm (which exists as a random number in the ELM Solutions reference database)
- Timekeeper ID (which exists as a random number in the ELM Solutions reference database)
- Matter ID (which exists as a random number in the ELM Solutions reference database)
- Timekeeper's position (role) within the law firm (partner, associate, paralegal, etc.)
- Uniform Task-Based Management System Code Set, Task Codes, and Activity Codes (UTBMS.com)
- Date of service
- Hours billed
- Hourly rate billed
- Fees billed

Non-Invoice Information

To capture practice area details, the matter ID within each invoice was associated with matter profiles containing areas of work in the systems of each company. The areas of work were then systematically categorized into legal practice areas. Normalization of practice areas was done based on company mappings to system-level practice areas available in the ELM Solutions system and by naming convention.

The majority of analyses included in this report have been mapped to one of 11 practice areas, further divided into sub-areas and litigation/non-litigation (for more information on practice areas and sub-areas, please refer to pages 232-234).

To capture location and jurisdiction details, law firms and timekeepers were systematically mapped to the existing profiles within ELM Solutions systems, as well as with publicly available data sources for further validation and normalization. Where city location information is provided, it includes any address within that city's defined Core-Based Statistical Area (CBSA) as defined by the Office of Management and Budget (OMB). The CBSAs are urban centers with populations of 10,000 or more and include all adjacent counties that are economically integrated with that urban center.

Where the analyses focus on partners, associates, and paralegals, the underlying data occasionally included some sub-roles, such as "senior partner" or "junior associate." In such instances, those timekeeper sub-roles were placed within the broader partner, associate, and paralegal segments.

Demographics regarding law firm size, location, and lawyer years of experience were augmented by incorporating publicly available information.

Appendix: Data Methodology

A Note on US Cities

Principal City	CBSA Name
Hartford, CT	Hartford-East Hartford-Middletown, CT
Honolulu, HI	Urban Honolulu HI
Houston, TX	Houston-The Woodlands-Sugar Land, TX
Indianapolis, IN	Indianapolis-Carmel-Anderson, IN
Jackson, MS	Jackson, MS
Jacksonville, FL	Jacksonville, FL
Kansas City, MO	Kansas City, MO-KS
Lafayette, LA	Lafayette, LA
Las Vegas, NV	Las Vegas-Henderson-Paradise, NV
Lexington, KY	Lexington-Fayette, KY
Little Rock, AR	Little Rock-North Little Rock-Conway, AR
Los Angeles, CA	Los Angeles-Long Beach-Anaheim, CA
Louisville, KY	Louisville/Jefferson County, KY-IN
Madison, WI	Madison, WI
Memphis, TN	Memphis-Forrest City, TN-MS-AR
Miami, FL	Miami-Fort Lauderdale-Pompano Beach, FL
Milwaukee, WI	Milwaukee-Waukesha, WI
Minneapolis, MN	Minneapolis-St. Paul-Bloomington, MN-WI
Nashville, TN	Nashville-Davidson-Murfreesboro-Franklin, TN
New Haven, CT	New Haven-Milford, CT
New Orleans, LA	New Orleans-Metairie, LA
New York, NY	New York-Newark-Jersey City, NY-NJ-PA
Oklahoma City, OK	Oklahoma City, OK
Omaha, NE	Omaha-Council Bluffs, NE-IA
Orlando, FL	Orlando-Kissimmee-Sanford, FL
Philadelphia, PA	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD
Phoenix, AZ	Phoenix-Mesa-Chandler, AZ
Pittsburgh, PA	Pittsburgh, PA
Portland, ME	Portland-South Portland, ME
Portland, OR	Portland-Vancouver-Hillsboro, OR-WA
Providence, RI	Providence-Warwick, RI-MA
Raleigh, NC	Raleigh-Cary, NC
Reno, NV	Reno-Carson City-Fernley, NV

Appendix: Data Methodology

Bankruptcy and Collections

Chapter 11
Collections

General/Other
Workouts and Restructuring

Commercial (Commercial Transactions and Agreements)

Contract Breach or Dispute
General, Drafting, and Review
General/Other

Corporate¹

Antitrust and Competition
Corporate Development
General/Other
Governance
Information and Technology
Mergers, Acquisitions, and Divestitures

Partnerships and Joint Ventures
Regulatory and Compliance
Tax
Treasury
White Collar/Fraud/Abuse

Employment and Labor

ADA
Agreements
Compensation and Benefits
Discrimination, Retaliation, and Harassment/EEO
Employee Dishonesty/Misconduct
ERISA

General/Other
Immigration
Union Relations and Negotiations/NLRB
Wages, Tips, and Overtime
Wrongful Termination

Environmental

General/Other
Health and Safety

Superfund
Waste/Remediation

Finance and Securities

Commercial Loans and Financing
Debt/Equity Offerings
Fiduciary Services
General/Other

Investments and Other Financial Instruments
Loans and Financing
SEC Filings and Financial Reporting
Securities and Banking Regulations

General Liability

Asbestos/Mesothelioma
Auto and Transportation
Consumer Related Claims
Crime, Dishonesty and Fraud
General/Other

Personal Injury/Wrongful Death
Premises
Product and Product Liability
Property Damage
Toxic Tort

¹ All references to “Corporate: General/Other” in the Real Rate Report are the aggregation of all Corporate sub-areas excluding the Mergers, Acquisitions, and Divestitures sub-area and the Regulatory and Compliance sub-area.

Exhibit 5

Free Newsletter Sign Up

Business & Practice

Big Law Rates Topping \$2,000 Leave Value ‘In Eye of Beholder’

By Roy Strom

Column

June 9, 2022, 2:30 AM

Welcome back to the Big Law Business column on the changing legal marketplace written by me, Roy Strom. Today, we look at a new threshold for lawyers' billing rates and why it's so difficult to put a price on high-powered attorneys. Sign up to receive this column in your inbox on Thursday mornings. Programming note: Big Law Business will be off next week.

Some of the nation's top law firms are charging more than \$2,000 an hour, setting a new pinnacle after a two-year burst in demand.

Partners at Hogan Lovells and Latham & Watkins have crossed the threshold, according to court documents in bankruptcy cases filed within the past year.

Other firms came close to the mark, billing more than \$1,900, according to the documents. They include Kirkland & Ellis, Simpson Thacher & Bartlett, Boies Schiller Flexner, and Sidley Austin.

Simpson Thacher & Bartlett litigator Bryce Friedman, who helps big-name clients out of jams, especially when they're accused of fraud, charges \$1,965 every 60 minutes, according to a court document.

In need of a former acting US Solicitor General? Hogan Lovells partner Neal Katyal bills time at \$2,465 an hour. Want to hire famous litigator David Boies? That'll cost \$1,950 an hour (at least). Reuters was first to report their fees.

Eye-watering rates are nothing new for Big Law firms, which typically ask clients to pay higher prices at least once a year, regardless of broader market conditions.

"Value is in the eye of the beholder," said John O'Connor, a San Francisco-based expert on legal fees. "The perceived value of a good lawyer can reach into the multi-billions of dollars."

Kirkland & Ellis declined to comment on its billing rates. None of the other firms responded to requests to comment.

Charge It Up

Big Law firms are crossing the \$2,000-an-hour threshold after two years of surging rates driven by an increase in demand for lawyers.

Firm	Highest Billing Rate
Hogan Lovells	\$2,465
Latham & Watkins	\$2,075
Kirkland & Ellis	\$1,995
Simpson Thacher & Bartlett	\$1,965
Boies Schiller Flexner	\$1,950
Sidley Austin	\$1,900

Source: Court documents

Bloomberg Law

Law firms have been more successful raising rates than most other businesses over the past 15 years.

Law firm rates rose by roughly 40 percent from 2007 to 2020, or just short of 3 percent per year, Thomson Reuters Peer Monitor data show. US inflation rose by about 28% during that time.

The 100 largest law firms in the past two years achieved their largest rate increases in more than a decade, Peer Monitor says. The rates surged more than 6% in 2020 and grew another 5.6% through November of last year. Neither level had been breached since 2008.

The price hikes occurred during a once-in-a-decade surge in demand for law services, which propelled profits at firms to new levels. Fourteen law firms reported average profits per equity partner in 2021 over \$5 million, according to data from The American Lawyer. That was up from six the previous year.

The highest-performing firms, where lawyers charge the highest prices, have outperformed their smaller peers. Firms with leading practices in markets such as mergers and acquisitions, capital markets, and real estate were forced to turn away work at some points during the pandemic-fueled surge.

Firms receive relatively tepid pushback from their giant corporate clients, especially when advising on bet-the-company litigation or billion-dollar deals.

The portion of bills law firms collected—a sign of how willingly clients pay full-freight—rose during the previous two years after drifting lower following the Great Financial Crisis. Collection rates last year breached 90% for the first time since 2009, Peer Monitor data show.

Professional rules prohibit lawyers from charging “unconscionable” or “unreasonable” rates. But that doesn’t preclude clients from paying any price they perceive as valuable, said Jacqueline Vinaccia, a San Diego-based lawyer who testifies on lawyer fee disputes.

Lawyers’ fees are usually only contested when they will be paid by a third party.

That happened recently with Hogan Lovells’ Katyal, whose nearly \$2,500 an hour fee was contested in May by a US trustee overseeing a bankruptcy case involving a Johnson & Johnson unit facing claims its talc-based powders caused cancer.

The trustee, who protects the financial interests of bankruptcy estates, argued Katyal’s fee was more than \$1,000 an hour higher than rates charged by lawyers in the same case at Jones Day and Skadden Arps Slate Meagher & Flom.

A hearing on the trustee’s objection is scheduled for next week. Hogan Lovells did not respond to a request for comment on the objection.

Vinaccia said the firm’s options will be to reduce its fee, withdraw from the case, or argue the levy is reasonable, most likely based on Katyal’s extensive experience arguing appeals.

Still, the hourly rate shows just how valuable the most prestigious lawyers’ time can be—even compared to their highly compensated competitors.

“If the argument is that Jones Day and Skadden Arps are less expensive, then you’re already talking about the cream of the crop, the top-of-the-barrel law firms,” Vinaccia said. “I can’t imagine a case in which I might argue those two firms are more reasonable than the rates I’m dealing with.”

Worth Your Time

On Cravath: Cravath Swaine & Moore is heading to Washington, opening its first new office since 1973 by hiring former heads of the U.S. Securities and Exchange Commission and Federal Deposit Insurance Corporation. Meghan Tribe reports the move comes as Big Law firms are looking to add federal government expertise as clients face more regulatory scrutiny.

On Big Law Promotions: It’s rare that associates get promotions to partner in June, but Camille Vasquez is now a Brown Rudnick partner after she shot to fame representing Johnny Depp in his defamation trial against ex-wife Amber Heard.

On Working From Home: I spoke this week with Quinn Emanuel’s John Quinn about why he thinks law firm life is never going back to the office-first culture that was upset by the pandemic. Listen to the podcast [here](#).



That's it for this week! Thanks for reading and please send me your thoughts, critiques, and tips.

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Documents

[Trustee's Objection](#)

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STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Ashley Narinyans, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is ashley.narinyans@wilshirelawfirm.com.

On **May 22, 2025**, I served the foregoing **DECLARATION OF ARRASH T. FATTAHI IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

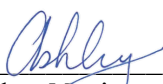
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Facsimile: (619) 849-4950

Attorneys for Defendant

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor & Workforce Development Agency Online Filing Site.
- (X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **May 22, 2025** at Los Angeles, California.



Ashley Narinyans