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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

RAUL MORALES REYES and MARIANO
GUTIERREZ GAMA, individually, and on
behalf of all others similarly situated,

Plaintiffs,

v.

GIUMARRA VINEYARDS CORPORATION,
a California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: BCV-21-102139

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Gregory
Pulskamp, Dept. J]

**DECLARATION OF BENJAMIN HABER
IN SUPPORT OF PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: November 20, 2025

Time: 8:30 am

Dept: J

Complaint filed: September 10, 2021

FAC filed: March 25, 2024

Trial date: Not set

DECLARATION OF BENJAMIN HABER

I, Benjamin Haber, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Partner at Wilshire Law Firm, PLC (“WLF”), counsel of record for Plaintiffs Raul Morales Reyes and Mariano Gutierrez Gama (“Plaintiffs”). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. This Declaration is submitted in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement (the “Motion”).

CASE BACKGROUND

2. This is a wage and hour class action and Private Attorneys General Act (“PAGA”) (Cal. Lab. Code §§ 2699, *et seq.*) representative action. Plaintiffs and putative class members worked in California as hourly-paid or non-exempt employees for Defendant during the class period. Defendant is headquartered in Edison, California and is a family-owned and operated grower, packer, and shipper of premium California Table Grapes, with vineyards stretching from the southern end of the San Joaquin Valley to Ducor in Tulare County.

3. Plaintiffs allege that Defendant’s payroll, timekeeping, and wage and hour practices resulted in Labor Code violations. Plaintiffs allege that Defendant failed to pay for all hours worked. Plaintiffs further allege that Defendant failed to provide employees with legally compliant meal and rest periods, and Defendant failed to reimburse business expenses. Based on these allegations, Plaintiffs assert related claims for failure to provide accurate wage statements, failure to pay all final wages at termination, unfair business practices, and civil penalties under PAGA.

4. On September 10, 2021, Plaintiff Reyes filed a putative wage-and-hour class action complaint against Defendant for: (1) failure to pay minimum and straight time wages (Labor Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Labor Code §§ 1194 and 1198); (3) failure to provide meal periods (Labor Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (Labor Code §§ 226.7 and 512); (5) failure to timely

1 pay final wages at termination (Labor Code §§ 201-203); (6) failure to provide accurate itemized
2 wage statements (Labor Code § 226); (7) failure to indemnify employees for expenditures
3 (Labor Code § 2802); and (8) unfair business practices (Business and Professions Code 17200
4 et seq.). On June 4, 2024, Plaintiff Reyes filed joint stipulation for leave to file a First Amended
5 Complaint against Defendant adding Plaintiff Mariano Gutierrez Gama and adding claims for
6 Unlawful Deductions (Labor Code § 221), Paid Sick Leave and Paid COVID Supplemental Sick
7 Leave Violations (Labor Code §§ 246, 248.2, and 248.6), and civil penalties under Private
8 Attorneys General Act “PAGA” (Labor Code §§ 2698, *et seq.*) Plaintiffs sent a notice to
9 Defendant and the California Labor & Workforce Development Agency (“LWDA”) alleging
10 similar wage and hour violations pursuant to the PAGA on September 10, 2021.

11 DISCOVERY, INVESTIGATION, AND SETTLEMENT

12 5. Following the filing of the Complaint, the Parties exchanged documents and
13 information before mediating this action. Defendant produced a sample of time and pay records
14 for class members. Defendant also provided documents of its wage and hour policies and practices
15 during the class period, and information regarding the total number of current and former
16 employees in its informal discovery responses. Class Counsel also became aware of a prior wage-
17 and-hour lawsuit that Defendant litigated for more than 13 years, which resulted in excessively
18 delayed payment to the class members, which initially included 13,499 individuals. (*Munoz*
19 *v. Giumarra Vineyards Corp.* (E.D. Cal., June 21, 2017, No. 109CV00703AWIJLT) 2017
20 WL 2665075.) During the mediation process, Class Counsel also reviewed financial information
21 and documents through the mediator that demonstrated Defendant’s inability to fund a
22 larger settlement.

23 6. After reviewing documents and information regarding Defendant’s wage and hour
24 policies and practices, and analyzing Defendant’s timekeeping and payroll records, Class Counsel
25 was able to evaluate the probability of class certification, success on the merits, Defendant’s
26 maximum monetary exposure for all claims, and Defendant’s ability to fund a class settlement.
27 Class Counsel also investigated the applicable law regarding the claims and defenses asserted
28 in the Litigation. Class Counsel reviewed these records and utilized an expert to prepare a

1 damages analysis prior to mediation.

2 SETTLEMENT NEGOTIATIONS

3 7. On January 12, 2023, the parties participated in private mediation with experienced
4 class action mediator Hon. Howard Broadman (Ret.). The mediation was conducted via Zoom.
5 The settlement negotiations were at arm's length and, although conducted in a professional manner,
6 were adversarial. The Parties went into the mediation willing to explore the potential for a
7 settlement of the dispute, but each side was also prepared to litigate their position through trial and
8 appeal if a settlement had not been reached. The Parties did not immediately resolve the action at
9 mediation, but instead considered a mediator's proposal that was ultimately accepted by all Parties.
10 After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiffs'
11 claims and Defendant's defenses, the Parties reached a settlement the material terms of which are
12 encompassed within the Settlement. Attached as Exhibit 1 is a true and correct copy of the Joint
13 Stipulation of Class Action and PAGA Action Settlement (the "Settlement Agreement").

14 8. Class Counsel has conducted a thorough investigation into the facts of this case.
15 Based on the foregoing discovery and their own independent investigation and evaluation, Class
16 Counsel is of the opinion that the Settlement is fair, reasonable, and adequate and is in the best
17 interests of the Settlement Class Members in light of all known facts and circumstances, the risk
18 of significant delay, the defenses that could be asserted by Defendant both to certification and on
19 the merits, trial risk, and appellate risk.

20 9. Plaintiffs filed their Motion for Preliminary Approval of Class Action Settlement
21 on December 5, 2024. On January 10, 2025, the Court granted Plaintiff's Motion for Preliminary
22 Approval. The deadline for class members to opt out or object to the Settlement was February 24,
23 2025. The reaction of the Class to the settlement so far has been overwhelmingly positive. Indeed,
24 as of the filing of the Motion, no Class Member has opted out of the settlement and no Class
25 Member has objected to the settlement.

26 10. The settlement obviates the significant risk that the Court may deny certification of
27 all or some of Plaintiffs' claims. While Plaintiffs are confident in the merits of their claims, a
28 legitimate controversy exists as to each cause of action. Plaintiffs also recognize that proving the

1 amount of wages due to each class member would be an expensive, time-consuming, and uncertain
2 proposition. Furthermore, even if Plaintiffs obtained certification of all or some of the claims,
3 continued litigation would be expensive, involving a trial and possible appeals, and would
4 substantially delay and reduce any recovery by the class.

5 11. The proposed Settlement Agreement was provided to the LWDA in advance of
6 Plaintiffs' filing of the Motion for Preliminary Approval of Class Action Settlement. Attached as
7 **Exhibit 2** is a true and correct copy of proof of Plaintiffs' submissions of the Settlement Agreement
8 to the LWDA.

9 ENHANCEMENT AWARDS FOR PLAINTIFFS IS REASONABLE

10 12. Class Counsel represents that Plaintiffs devoted a great deal of time and work
11 assisting counsel in the case, communicated with counsel very frequently for litigation and to
12 prepare for mediation, and was frequently in contact with Class Counsel during the mediation.
13 Plaintiffs' requested enhancement awards are reasonable particularly in light of the substantial
14 benefits Plaintiffs generated for all class members.

15 13. Throughout this litigation, Plaintiffs, who are former employees of Defendant, have
16 cooperated immensely with my office and have taken many actions to protect the interests of the
17 class. Plaintiffs provided valuable information regarding the off-the-clock, meal period, and rest
18 period claims. Plaintiffs also informed my office of developments and information relevant to this
19 action, participated in decisions concerning this action, and made themselves available to answer
20 questions during the mediation. Before we filed this case, Plaintiffs provided my office with
21 documents regarding the claims alleged in this action. The information and documentation
22 provided by Plaintiffs were instrumental in establishing the wage and hour violations alleged in
23 this action, and the recovery provided for in the Settlement Agreement would have been impossible
24 to obtain without Plaintiffs' participation.

25 14. At the same time, Plaintiffs faced many risks in adding themselves as the class
26 representatives in this matter. Plaintiffs faced actual risks with their future employment, as putting
27 themselves on public record in an employment lawsuit could also very well affect their likelihood
28 for future employment. Furthermore, as part of this settlement, Plaintiffs are executing general

releases of all claims against Defendant.

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

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

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

17. The settlement provides for attorneys' fees and costs to Class Counsel in an amount up to 33 1/3% of the Gross Settlement Amount, for a maximum fees award of \$416,666.67, plus reasonable litigation expenses of up to \$30,000.00.

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

Person	Role	Hours	Rate	Lodestar
Benjamin H. Haber	Partner	59	\$900	\$53,100
Daniel J. Kramer	Senior Attorney	22	\$825	\$18,150
Alan Wilcox	Senior Attorney	6	\$900	\$5,400
Chase M. Stern	Associate Attorney	19	\$750	\$14,250
Christina Le	Former Senior	30 ¹	\$775	\$23,250

¹ Christina Le is no longer with Wilshire Law Firm, PLC as of March 2024. I have estimated at least 30 hours of work by Ms. Le on this matter, including preparing for and drafting the complaint, preparing for mediation, and attending mediation.

	Attorney			
Zachary D. Greenberg	Former Associate Attorney	32 ²	\$575	\$18,400
Justin F. Marquez	Former Senior Partner	25 ³	\$1,500	\$37,500
Total:		193		\$170,050

19. Wilshire Law Firm, PLC has spent approximately 193 hours⁴, for a lodestar of \$170,050 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. 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 files, and exploring the corporate structure of Defendant;
- b. filing the action;
- c. attending hearings and meeting and conferring with Defendant 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 an expert consultant for the receipt of a representative sampling and analyzing the same with the aid of expert consultant and Plaintiffs to perform analyses of liability and exposure prior to attendance of the mediation in this matter;

² Zachary D. Greenberg is no longer with Wilshire Law Firm, PLC as of March 2024. I have estimated at least 32 hours of work by Mr. Greenberg on this matter, including preparing for and drafting the complaint, appearing at case management conferences, preparing for mediation, and attending mediation

³ As described below, Justin F. Marquez is no longer with Wilshire Law Firm, PLC as of December 2024. I have conservatively estimated at least 25 hours of work by Mr. Marquez on this matter, which includes, but is not limited to, assisting with the complaint, participating in several meetings regarding the case and case strategy, assisting with the mediation materials and brief, and attending the mediation

⁴ Plaintiff's counsel has included the hours of former attorneys who have worked on this matter, but can include further hours if necessary.

- 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 Plaintiffs who requested updates or other information regarding this matter;
- k. engaging in settlement negotiations, followed by finalizing and fully executing the Settlement Agreement;
- l. preparing and assisting in the drafting of the Motion for Preliminary Approval of Class Action Settlement and supporting documents.
- m. communicating with class members who sought additional information regarding the settlement, including answering questions regarding the settlement;
- n. communicating with the Settlement Administrator to ensure the Class Notice was properly distributed and engaging in extensive follow-up communications with the Settlement Administrator regarding class members who sought additional information about the Settlement; and
- o. preparing the instant Motion and supporting documents.

20. There are additional hours devoted by me (and by my colleagues, including paralegals and former attorneys) to this litigation that are not reflected in Class Counsel's request for attorneys' fees.

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

22. 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.

23. It is further estimated that my office will need to expend at least another 15 to 20 hours to monitor the process leading up to payments made to the class. My office also bears the

1 risk of taking whatever actions are necessary if Defendant fails to pay.

2 24. The risk to my office has been very significant, particularly if we would not be
3 successful in pursuing this class action. In that case, we would have been left with no compensation
4 for all the time taken in litigating this case. The contingent risk in these types of cases is very real
5 and they do occur regularly. Furthermore, we were precluded from focusing on, or taking on, other
6 cases which could have resulted in a larger, and less risky, monetary gain.

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

16 26. As of the date of filing this Motion, Class Counsel has incurred around \$18,305.67
17 in costs, and Defendant has agreed that they will not oppose any cost award request up to
18 \$30,000.00. Accordingly, Class Counsel respectfully requests reimbursements of \$18,305.67 in
19 expenses, which should be reimbursed in full. Attached as **Exhibit 3** is a list of the costs and the
20 categories of costs for the costs incurred in this case to date by Wilshire Law Firm, PLC.

21 **PLAINTIFF'S COUNSEL'S EXPERIENCE AND QUALIFICATIONS**

22 27. Plaintiffs are represented by Wilshire Law Firm, PLC. The attorneys at WLF
23 performed significant work and expended litigation costs in prosecuting this matter with no
24 guarantee of payment.

25 28. WLF was selected by Best Lawyers and U.S. News & World Report as one of the
26 nation's Best Law Firms for every year since 2020 and is comprised of more than 100 attorneys
27 and over 600 employees. WLF is actively and continuously practicing in employment litigation,
28 representing employees in both individual and class actions in both state and federal courts

1 throughout California.

2 29. WLF is qualified to handle this Litigation because its attorneys are experienced in
3 litigating Labor Code violations in both individual, class action, and representative action cases.
4 WLF has handled, and is currently handling, numerous wage and hour class action lawsuits, as
5 well as class actions involving consumer rights and data privacy litigation.

6 30. I am a Partner at Wilshire Law Firm. I graduated from the University of California,
7 Los Angeles, in 2012 and received my Juris Doctor from the University of California, Hastings
8 College of the Law (now the University of California College of Law, San Francisco) in 2016.
9 During law school, I was a member of the executive board for the *Hastings Law Journal*; a student
10 mediator at the San Francisco Superior Court, Small Claims Division; and a managing editor for
11 *SCOCablog*, which continues to be a leading online publication for analysis regarding trends and
12 cases before the California Supreme Court. Since graduating from law school, I have focused my
13 legal work primarily on wage-and-hour litigation and have helped obtain dozens of settlements on
14 behalf of tens of thousands of workers in California. I was also selected as a “Southern California
15 Rising Star” in 2024 and 2025.

16 31. I have been appointed as class counsel in numerous wage-and-hour cases
17 throughout California. Below is a non-exhaustive list of cases where I was appointed as class
18 counsel or myself and other members of my firm were appointed as class counsel:

- 19 a. *Colter v. Propulsion Controls Engineering*, San Diego County, Case No. 37-
20 2020-00030682-CU-OE-CTL; Motion for Final Approval granted on October
21 28, 2022.
- 22 b. *Rodriguez v. Modesto Restaurant Group, LLC*, Stanislaus County, Case No. CV-
23 21-000269; Motion for Final Approval granted on January 10, 2023.
- 24 c. *Kingsbury v. Caravan Foods II, Inc.*, Alameda County, Case No. RG21096357;
25 Motion for Final Approval granted on January 31, 2023.
- 26 d. *Frias-Estrada v. Trek Retail Corporation*, Contra Costa County, Case No.
27 MSC20-01916; Motion for Final Approval granted on March 3, 2023.
- 28 e. *Varez v. Valley Connection, LLC dba Carl's Jr.*, Merced County, Case No.

- 1 22CV-00985; Motion for Final Approval granted on April 27, 2023.
- 2 f. *Reyes v. Everytable, PBC, et al.*, Los Angeles County, Case No. 21STCV35987;
- 3 Motion for Final Approval granted on May 3, 2023.
- 4 g. *Ortiz v. Tara Materials, Inc.*, San Diego County, Case No. 37-2021-0001473-
- 5 CU-OE-CTL; Motion for Final Approval granted on May 30, 2023.
- 6 h. *Cruz-Sanchez v. Eagle Lath & Plaster, Inc.*, Sacramento County, Case No. 34-
- 7 2021-00293739-CU-OE-GDS; Motion for Final Approval granted on May 30,
- 8 2023.
- 9 i. *Garduno v. New Generation Framing, Inc., et al.*, Stanislaus County, Case No.
- 10 CV-21-000544; Motion for Final Approval granted on August 11, 2023.
- 11 j. *Hernandez, et al. v. Burford Farming Company, Inc.*, Fresno County, Case No.
- 12 21CECG03817; Motion for Final Approval granted on August 21, 2023.
- 13 k. *Barajas v. Final Phase Construction, Inc.*, San Bernardino County, Case No.
- 14 CIVSB2118622; Motion for Final Approval granted on September 13, 2023.
- 15 l. *Jaimes, et al. v. Infiniti Health LLC*, Los Angeles County, Case No.
- 16 22STCV07261; Motion for Final Approval granted on October 17, 2023.
- 17 m. *Nunez v. Gabriel Container*, Los Angeles County, Case No. 21STCV09787;
- 18 Motion for Final Approval granted on November 2, 2023.
- 19 n. *Gutierrez v. Next Level Door & Millwork, Inc.*, Riverside County, Case No.
- 20 CVRI2105455; Motion for Final Approval granted on January 11, 2024.
- 21 o. *Lupercio v. Western CNC, Inc.*, San Diego County, Case No. 37-2021-
- 22 00010314-CU-OE-CTL; Motion for Final Approval granted on January 26,
- 23 2024.
- 24 p. *Jackson, et al. v. Apple Valley Communications, Inc., et al.*, San Bernardino
- 25 County, Case No. CIVSB2124721; Motion for Final Approval granted on
- 26 February 1, 2024.
- 27 q. *Cuadras, et al. v. Guinn Corporation*, Kern County, Case No. BCV-21-101520;
- 28 Motion for Final Approval granted on February 22, 2024.

- 1 r. *Canton, et al v. John B. Sanfilippo & Sons, Inc.*, Merced County, Case No. 22-
2 CV-01145; Motion for Final Approval granted on March 15, 2024.
- 3 s. *Williams v. Total Longterm Care, Inc., et al.*, San Bernardino County, Case No.
4 CIVSB2213347; Motion for Final Approval granted on April 2, 2024.
- 5 t. *Williams, et al v. Eisenhower Medical Center*, Riverside County, Case No.
6 RIC1905151; Motion for Final Approval granted on April 18, 2024.
- 7 u. *Espinoza v. Delallo's Italian Foods, Inc.*, Butte County, Case No. 21CV02640;
8 Motion for Final Approval granted on April 24, 2024.
- 9 v. *Meza v. Argus Management Company, LLC, et al.*, Los Angeles County, Case
10 No. 21STCV31612; Motion for Final Approval granted on May 20, 2024.
- 11 w. *Wade v. Mallory Safety and Supply LLC*, Siskiyou County, Case No.
12 23CV00951; Motion for Final Approval granted on July 11, 2024.
- 13 x. *Abarca-Rueda, et al. v. Foley Family Wines, Inc., et al.*, Sonoma County, Case
14 No. S-CV-268148; Motion for Final Approval granted on August 21, 2024.
- 15 y. *Aguilar v. American Pasteurization Company, Inc., et al.*, Sacramento County,
16 Case No. 34-2021-00312027-CU-OE-GDS; Motion for Final Approval granted
17 on September 3, 2024.
- 18 z. *Hayes, et al. v. Gonzales Park, LLC, et al.*, Butte County, Case No. 21CV02456;
19 Motion for Final Approval granted on May 1, 2024.
- 20 aa. *Arias v. The Shyft Group GTB, LLC, et al.*, Los Angeles County, Case
21 No.22STCV37390; Motion for Final Approval granted on December 3, 2024.
- 22 bb. *Hernandez v. KW California, et al.*, Kern County, Case No. BCV-23-100346;
23 Motion for Final Approval Granted on December 4, 2024.
- 24 cc. *Barajas Maya v. United Facilities Group, Inc., et al.*, Santa Clara County, Case
25 No. 22CV397353; Motion for Final Approval granted on November 22, 2024.

26 32. The reasonableness of my firm's hourly rates is also supported by several surveys
27 of legal rates, including the following:

28 ///

- a. The 2022 Real Rate Report survey compiled by Wolters Kluwer, which presents the real market rates of Los Angeles area attorneys who practice litigation. For that category, the third quartile 2022 rate was \$1,045 per hour for partners and \$855 for associates. Likewise, page 32 of the Report describes the rates charged by 183 Los Angeles partners with “21 or more years of experience” and “Fewer than 21 years.” For those categories, the third quartile Los Angeles partner rate in 2022 were \$1,133 per hour for 21 or more years and \$1,075 for attorneys with fewer than 21 years. A true and correct copy of portions of the 2022 Real Rate Report is attached hereto as **Exhibit 4**.
- b. In an article entitled “Big Law Rates Topping \$2,000 Leave Value ‘In Eye of Beholder,’” written by Roy Strom and published by Bloomberg Law on June 9, 2022, the author describes how Big Law firms have crossed the \$2,000-per hour rate. The article also notes that law firm rates have been increasing by just under 3% per year. A true and correct copy of this article is attached hereto as **Exhibit 5**.

33. Daniel J. Kramer is a Senior Attorney at Wilshire Law Firm, PLC. He is admitted to practice law in the State of California and the Central, Eastern, Southern, and Northern Districts of California. He graduated from Stanford University with a Bachelor of Arts in History and Political Science, and received his Juris Doctor from Loyola Law School, Los Angeles in 2016. During law school, he was a research editor for the Loyola of Los Angeles International and Comparative Law Review. Before joining Wilshire Law Firm, he practiced briefly at a firm that focused on municipal law and code enforcement and then moved to a respected plaintiff-side firm to practice wage and hour class action litigation. He has several years of work experience litigating wage and hour class actions.

34. Alan Wilcox is a Senior Attorney at Wilshire Law Firm. He graduated from the University of California, Berkeley in 2007, and graduated from Pepperdine University’s School of Law and became a member of the California State Bar in 2012. Throughout his career, Alan has represented clients in both state and federal Courts in a wide variety of matters, including

contract disputes, wrongful foreclosure, unlawful detainer, divorce, product defect, tort, and employment matters. From 2014 to the present, he has exclusively practiced complex civil litigation representing plaintiff employees in employment matters. He has handled both individual wrongful discharge and collective wage and hour actions, with the class action and PAGA matters including *Flores v. Aqua Terra Culinary, Inc.*, Monterey Superior Court Case No. 17CV002672, *Garcia v. Construction Innovations Group, LLC*, Sacramento Superior Court Case No. 34-2020-00285239, *Kim v. Sheraton Operating Corp.*, Central District of California Case No. 2:17-cv-09247-FMO-E, *Pease v. Wattrans, Inc.*, San Bernardino Superior Court Case No. CIVDS1919832, and *Lachman v. Berlitz Languages, Inc.*, Los Angeles Superior Court Case No. 19STCV01533, among others.

35. Chase M. Stern is an Associate Attorney at Wilshire Law Firm. He has more than a decade of complex litigation experience, which has been largely dedicated to representing individual and corporate entity plaintiffs in complex class action and commercial litigation in state and federal courts throughout the country. He is admitted to practice law before all courts in the State of California, the United States District Courts for the Northern, Southern, and Central Districts of California, and the United States Court of Appeals for the Ninth Circuit. Over the course of his career, he has been appointed as class counsel in numerous class action matters throughout California, including wage-and-hour cases. He holds a B.S. in Finance and Entrepreneurship & Emerging Enterprises from Syracuse University and a J.D. from California Western School of Law, graduating from both institutions with honors.

36. Christina M. Le is a former Senior Associate Attorney at Wilshire Law Firm. 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 his 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 his career in state and federal court through inception through case resolution. Prior to joining

1 Wilshire Law Firm in November 2021, Ms. Le gained invaluable litigation experience working at
2 various Plaintiff and defense firms, including Kristensen Weisberg PLC, Jones Bell LLP, Archer
3 Norris PLC, and Lewis Brisbois Bisgaard & Smith LLP, which is a large firm with a national
4 practice. Ms. Le is a member of NELA, CELA, CAALA, LACBA, and the Vietnamese Bar
5 Association of Southern California.

6 37. Zachary D. Greenberg is a former associate at Wilshire Law Firm, PLC. Zachary
7 was admitted to the State Bar of California in 2020 and has since been admitted to the United States
8 District Court for the Central District of California and the United States Court of Appeals for the
9 Ninth Circuit. Zachary received a Bachelor of Arts in International Business and a Minor in
10 Economics from Western Washington University. He received his Juris Doctor from Loyola Law
11 School. Zachary's practice has been primarily focused on complex class and representative action
12 litigation.

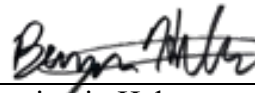
13 38. Bradford Smith is a former Law and Motion Attorney at Wilshire Law Firm. He
14 graduated from the University of California, Irvine with a Bachelor of Arts in History and received
15 his Juris Doctor from Loyola Law School, Los Angeles in 2022. He was admitted to practice law
16 in the State of California in 2022. Before joining Wilshire Law Firm, he worked at a law firm
17 specializing in insurance defense litigation. His focus now is on wage and hour class action
18 litigation.

19 39. Justin F. Marquez is a former Senior Partner at Wilshire Law Firm who was actively
20 involved in the litigation and resolution of this matter from its inception through December 2024.
21 He graduated from University of California, Los Angeles's College Honors Program in 2004 with
22 Bachelor of Arts degrees in History and Japanese, *magna cum laude* and *Phi Beta Kappa*. His
23 practice focused primarily on advocating for the rights of consumers and employees in class action
24 litigation and appellate litigation. He received numerous awards for his legal work: from 2017 to
25 2020, Super Lawyers selected him as a "Southern California Rising Star," and from 2022 to 2025,
26 he was selected as a "Southern California Super Lawyer"; he was selected as one of the "Best
27 Lawyers in America" from 2023 to 2025; and in 2024, he, along with his colleagues at Wilshire
28 Law Firm, received a CLAY (California Lawyer Attorneys of the Year) award for their work on a

1 false advertising case against Apple which ultimately led to a \$25 million settlement. He also was
2 selected to speak at multiple CELA conferences throughout his career – in 2019, he spoke on the
3 topic of manageability of class actions at CELA’s 2019 Advanced Wage & Hour Seminar, and in
4 2024, he spoke on the topic of dealings with multiple cases against the same defendant at CELA’s
5 2024 Advanced Wage & Hour Seminar. He served as lead or co-lead in negotiating class action
6 settlements worth over \$10 million in gross recovery to class members for each year since 2020,
7 including over \$37.5 million in 2022 and over \$75 million in 2023.

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

10 Executed on October 28, 2025, in Los Angeles, California.

11
12 

13 Benjamin Haber
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Exhibit 1

SAGASER, WATKINS & WIELAND PC

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Fresno, California 93704
Telephone: (559) 421-7000

Ian B. Wieland, State Bar No. 285721
Michael J. Conway, II, State Bar No. 322030
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Facsimile: (559) 473-1483

Attorneys for Defendant, GIUMARRA VINEYARDS
CORPORATION, a California corporation

STATE OF CALIFORNIA

SUPERIOR COURT FOR THE COUNTY OF KERN

RAUL MORALES REYES, individually,
and on behalf of all others similarly situated,

Plaintiffs,

v.

GIUMARRA VINEYARDS
CORPORATION, a California corporation;
and DOES 1 through 10, Inclusive,

Defendants.

Case No.: BCV- 21-102139-DZ

**JOINT STIPULATION TO CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed: September 10, 2021
Trial Date: None Set

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

It is stipulated and agreed by and between Plaintiffs Raul Morales Reyes and Mariano Gutierrez Gama (“Plaintiffs”) and Defendant Giumarra Vineyards Corporation (“Defendant”, collectively with Plaintiff, the “Parties”) subject to and conditioned on the approval of the Court pursuant to the California Rules of Court, that the settlement of this action (Case No. BCV-21-102139-DZ), together with the action entitled *Raul Morales Reyes v. Giumarra Vineyards Corporation*, Kern County Superior Court Case No. BCV-21-102730 (collectively with Kern County Superior Court Case No. BCV-102139-DZ, the “Action”), shall be effectuated upon and subject to the following terms and conditions.

Capitalized terms used herein shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of Class Action and PAGA Settlement (the “Settlement”).

1 This Settlement is made by and between the Parties following a full day mediation session
2 on January 12, 2023, with Judge Howard Broadman (Ret.) and subsequent negotiations with the
3 assistance of the mediator.

4 The Parties agree that the Action shall be, and is, ended, settled, resolved, and concluded by
5 agreement of Defendant to pay the settlement amount of One Million Two Hundred and Fifty
6 Thousand dollars (\$1,250,000.00), as provided in Section III(D)(7)(a) below (the “Gross Settlement
7 Amount”) pursuant to the terms and conditions of this Settlement and for the consideration set forth
8 herein, including but not limited to, a release of all claims by Plaintiff, the Class Members, and
9 Aggrieved Employees as set forth herein.

10 I. DEFINITIONS

11 Unless otherwise defined herein, the following terms used in this Settlement shall have the
12 meanings ascribed to them as set forth below:

13 A. “Action” means the actions filed by Raul Morales Reyes and Mariano Gutierrez
14 Gama against Giumarra Vineyards Corporation in the Kern County Superior Court on September
15 10, 2021 (Case No. BCV-21-102139), and on November 16, 2021 (Case No. BCV-21-102730).

16 B. “Aggrieved Employees” means all persons currently or formerly directly employed
17 as non-exempt employees in California by Defendant at any time during the PAGA Period (defined
18 below). “Aggrieved Employees” shall not include any persons assigned to Defendant by a third-
19 party staffing agency or labor contractor during the PAGA Period to the extent such persons did not
20 also work as a direct hire for Defendant during the PAGA Period.

21 C. “Class” means all persons currently or formerly directly employed as non-exempt
22 employees in California by Defendant at any time during the Class Period (defined below) who do
23 not timely and validly exclude themselves from the Class in compliance with the exclusion
24 procedures set forth in this Settlement. The “Class” shall not include any persons assigned to
25 Defendant by a third-party staffing agency or labor contractor during the Class Period to the extent
26 such persons did not also work as a direct hire for Defendant during the Class Period.

27 D. “Class Counsel” means the attorneys for the Class and the Class Members, as
28

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1 follows:

2 Justin F. Marquez
3 Benjamin H. Haber
4 Maxim Gorbunov
5 WILSHIRE LAW FIRM, PLC
6 3055 Wilshire Blvd., 12th Floor
7 Los Angeles, CA 90010
8 Telephone: (213) 381-9988
9 Facsimile: (213) 381-9989

10 E. “Class Member(s)” means all members of the Class.

11 F. “Class Notice” means the Notice of Proposed Class Action Settlement in a form
12 substantially similar to the notice attached hereto as **Exhibit A**, subject to Court approval.

13 G. “Class Period” means September 10, 2017 through the Preliminary Approval Date
14 of the Settlement or an earlier date at Defendant’s discretion per Section III(D)(5).

15 H. “Court” means the Kern Superior Court, where the Action is pending.

16 I. “Defendant” means Giumarra Vineyards Corporation.

17 J. “Defense Counsel” means counsel for Defendant, who are:

18 Ian B. Wieland
19 Michael J. Conway II
20 SAGASER, WATKINS & WIELAND, PC
21 5260 North Palm Avenue, Suite 400
22 Fresno, California 93704
23 Telephone: (559) 421-7000
24 Facsimile: (559) 473-1483

25 K. “Disposition” means the method by which the Court approves the terms of the
26 Settlement and retains jurisdiction over its enforcement, implementation, construction,
27 administration, and interpretation.

28 L. “Effective Date” means the date by which both of the following have occurred: (a)
the Court enters Judgment; and, (b) the Judgment is “final.” The Judgment is “final” as of the latest
of the following occurrences: (a) if no Participating Class Member nor the LWDA objects to the
Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Member(s) or
the LWDA objects to the Settlement, the day after the deadline for filing a notice of appeal from the
Judgment; (c) if one or more Participating Class Member(s) or the LWDA moves to intervene after
Judgment in order to effectively object to the settlement by seeking to vacate or modify the

Judgment, the day after the deadline for filing a notice of appeal from the Judgment; or, (d) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

M. “Enhancement Award(s)” means an amount of up to Five Thousand Dollars (\$5,000) for Plaintiff Raul Morales Reyes, and One Thousand Dollars (\$1,000) for Plaintiff Mariano Gutierrez Gama, subject to Court approval.

N. “Final Approval Order” means the final formal court order signed by the Court and entering a judgment approving this Settlement on substantially the terms provided herein or as the same may be modified by subsequent written agreement of the Parties as approved by the Court following the hearing on Plaintiff’s motion for final approval of the Settlement in accordance with the terms herein.

O. “First Amended Complaint” refers to Plaintiffs’ First Amended Complaint, which shall be filed with the Court prior to the date on which the Court holds a hearing on Plaintiffs’ motion for final approval of the Settlement.

P. “Gross Settlement Amount” means One Million Two Hundred and Fifty Thousand dollars (\$1,250,000), subject to a (voluntary) pro rata increase pursuant to Section III(D)(5), to be paid by Defendant pursuant to the terms of this Settlement. All payments to the Class and Aggrieved Employees, including all wages, damages, interest, penalties, and all administration costs, attorney’s fees and costs, Enhancement Awards, and LWDA Payment pursuant to Section III(D)(7) below, and all applicable employee-side payroll taxes shall be paid out of the Gross Settlement Amount. The employer’s share of payroll taxes arising from the payments made under this settlement shall be paid by Defendant separate from and in addition to the Gross Settlement Amount. No part of the Gross Settlement amount shall revert to Defendant.

Q. “Individual Class Payments” means the amount of money that shall be paid to Participating Class Members, less the employee’s portion of required federal and state withholdings,

for settlement of Released Claims not arising and/or not assertable under PAGA. Individual Settlement Payments will be each Participating Class Member's proportional share of the Net Settlement Amount (which shall be determined by the calculations provided in this Settlement).

R. "Individual PAGA Payments" means the amount of money that shall be paid to Aggrieved Employees for settlement of Released Claims arising or assertable under PAGA. Individual PAGA Payments will be each Aggrieved Employee's proportional share of the 25% of the \$50,000.00 allocated by the Parties to resolve those Released Claims arising or assertable under PAGA (which shall be determined by the calculations provided in this Settlement).

S. "Judgment" refers to the judgment entered by the Court in conjunction with the Final Approval Order.

T. "LWDA Payment" means 75% of the \$50,000 allocated to settlement of PAGA claims, which will be paid to the Labor and Workforce Development Agency ("LWDA") pursuant to Section III(D)(7) of this Settlement, subject to Court approval.

U. "Net Settlement Amount" means the Gross Settlement Amount less the Court-approved settlement administration costs, attorney's fees and costs, Enhancement Awards, Individual PAGA Payments, and LWDA Payment, pursuant to Section III(D)(7) below.

V. "Non-Participating Class Member(s)" means those Class Members who submit to the Settlement Administrator a valid and timely Exclusion Form to be excluded from the Class pursuant to Section III(D)(2) below.

W. "Objection" means a signed written objection to the Settlement by a Class Member, that is timely mailed to the Settlement Administrator, setting forth the grounds for the objection, along with any supporting documents, the Class Member's address, telephone number, reference to the Action, and whether they intend to appear at the Final Approval Hearing.

X. "PAGA Period" means September 10, 2020, through the Preliminary Approval.

Y. "Participating Class Member(s)" is defined as a Class Member who does not timely exclude himself or herself from the Settlement and will therefore receive his or her share of the Settlement proceeds automatically without the need to return a claim form. Each Participating Class

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Member will be paid his/her Individual Class Payment.

Z. “Plaintiffs” means Raul Morales Reyes and Mariano Gutierrez Gama.

AA. “Preliminary Approval Date” means the date the Court’s signed order preliminarily approving the settlement is served on the parties by the Court, or on Defendant by Plaintiff.

BB. “Qualifying Pay Periods” means any pay period during which an Aggrieved Employee was directly employed by Defendant during the PAGA Period and received payment of wages for hours worked in the pay period. To the extent an Aggrieved Employee worked for Defendant as both an employee directly hired by Defendant and an employee of a staffing agency and/or labor contractor assigned to Defendant, only weeks during which the Aggrieved Employee worked for Defendant as a direct hire during the PAGA Period count as “Qualifying Pay Periods.”

CC. “Qualifying Workweeks” means any week during which a Class Member was directly employed by Defendant during the Class Period and received payment of wages for hours worked in the workweek. To the extent a Class Member worked for Defendant as both an employee directly hired by Defendant and as an employee of a staffing agency and/or labor contractor assigned to Defendant, only weeks during which the employee worked for Defendant as a direct hire during the Class Period count as a “Qualifying Workweeks.”

DD. “Released Parties” means Defendant together with its present and former parents, subsidiaries, affiliated entities, commonly owned or controlled entities, its present and former owners, board members, officers, directors, trustees, shareholders, members, partners, employees, agents, insurers, attorneys, representatives, heirs, executors, administrators, successors and assigns, and any individual or entity to whom liability for the Released Claims, as defined herein, could be assigned pursuant to Labor Code §558.1, or on a joint-employer, alter-ego, or other vicarious liability theory.

EE. “Request for Exclusion” means the Exclusion Form that will be enclosed with the Class Notice that Class Members can use to opt out or exclude themselves from the Settlement. In order for a Request for Exclusion to be valid, the Exclusion Form must be signed and postmarked by the deadline provided for in Sections III(c) and III(D)(2) below and mailed to the Settlement

Administrator at the address specified in the Class Notice.

FF. “Settlement” means this Joint Stipulation of Class Action Settlement, including the attached Exhibit.

GG. “Settlement Administration Costs” means an amount of up to Thirty Five Thousand Dollars (\$35,000), subject to Court approval, for all costs incurred by the Settlement Administrator in administration of the Settlement, including, but not limited to, mailing of notice to the class, calculation of Individual Settlement Payments, generation of Individual Settlement Payment checks and related tax reporting forms, administration of unclaimed and/or uncashed checks to the California Farmworker Foundation, and distribution of checks to Class Counsel for attorneys’ fees and costs, to Plaintiffs for their Enhancement Awards, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement Amount.

HH. “Settlement Administrator” means CPT Group Class Action Administrators, which the Parties have agreed will be responsible for the administration of the Individual Class Payments and Individual PAGA Payments to be Participating Class Members and Aggrieved Employees and related matters under this Settlement.

II. CONTINGENT NATURE OF THE AGREEMENT

Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Action for settlement purposes only, this Settlement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Settlement on a conditional basis. This Settlement is conditioned upon the occurrence of the Effective Date. If the Effective Date does not occur, the fact that the Parties were willing to stipulate for the purposes of this Settlement to the certification of the Class shall have no bearing on, nor be admissible in connection with, the issue of certification of a class or subclass with respect to any causes of action alleged in the Action, and this Settlement shall not be referred to or used for any purpose whatsoever.

Defendant does not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If the Effective Date does not occur, or if Disposition of this Action is not effectuated, any certification of the Class as to Defendant will be vacated and Plaintiff,

Defendant, and the Class will be returned to their respective positions in the Action as if the Settlement had not been executed. Further, if the Effective Date does not occur, this Settlement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly reserves the right to challenge the propriety of class certification in the Action for any purpose if the Effective Date does not occur.

The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of this Settlement and shall otherwise use their respective best efforts to obtain Court approval and implement this Settlement. If the Court does not grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree to meet and confer in good faith to address the Court's concerns. If the Parties are unable to agree upon a resolution, the Parties agree to seek guidance from the Court to resolve the dispute. However, no party shall be required to consent to any material change of this Settlement, including but not limited to issues impacting the Gross Settlement Amount, PAGA Period, Class Period, and/or the releases contained herein, even if such a material change to the Settlement is necessary to achieve Court approval of the same.

III. PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF SETTLEMENT

The procedure for obtaining Court approval of and implementing this Settlement shall be as follows:

A. Motion for Conditional Class Certification and Preliminary Approval

Plaintiff will bring a motion before the Court for an order conditionally certifying the Class to include all claims pled in the Action and to preliminarily approve of the Parties' Settlement. Pursuant to California Labor Code § 2699(l)(1), Plaintiff shall submit to the LWDA a copy of this Agreement and all supporting approval documents required by the LWDA at the same time that Plaintiff submits them to the Court for approval.

B. The Settlement Administrator

The Parties have chosen CPT Group Class action Administrators to administer this Settlement and to act as the Settlement Administrator, including but not limited to distributing and

responding to inquiries about the Class Notice, determining the validity of exclusions/opt-outs, calculating the Net Settlement Amount, calculating the Individual Class Payments (including any payroll taxes due thereon) and Individual PAGA Payments, issuing the Individual Class Payment checks and distributing them to Participating Class Members, issuing the Individual PAGA Payment checks and distributing them to Aggrieved Employees, administering and making payment of unclaimed and/or uncashed checks to the California Farmworker Foundation, issuing the payment to Class Counsel for attorneys' fees and costs, the Enhancement Award check to Plaintiff, the LWDA Payment, and remitting the employer payroll taxes to the appropriate taxing authorities. The Settlement Administrator shall be bound by the terms and conditions of this Settlement.

All Settlement Administration Costs, including but not limited to all costs and fees associated with preparing, issuing and mailing any and all notices to Class Members and Aggrieved Employees, all costs and fees associated with computing, processing, reviewing, and mailing the Individual Class Payments and Individual PAGA Payments, all costs and fees administering and making payment of unclaimed and/or uncashed checks to the California Farmworker Foundation, all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency, all costs and fees associated with preparing any other checks, notices, reports, or filings to be prepared in the course of administering disbursements from the Net Settlement Amount, and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Settlement shall be paid to the Settlement Administrator from the Gross Settlement Amount.

C. Notice to Class Members

No later than 30 calendar days after the Preliminary Approval Date, Defendant will provide the Settlement Administrator with a "Class List" based on its business records, identifying the names of the Class Members, their last known home addresses, Social Security numbers or, as applicable, other taxpayer identification number, the number of Qualifying Workweeks worked by the employee, and the number of Qualifying Pay Periods worked by the employee. This information shall be treated as confidential and shall not be disclosed to Plaintiffs, Class Counsel, or any other

person without prior approval from Defendant's Counsel.

Within 21 calendar days of receiving the Class List from Defendant, the Settlement Administrator will send Class Members, by first-class mail, at their last known address, the Court approved Class Notice, including notice of this settlement and of the opportunity to opt out of the Settlement Class or object to the Settlement. The Class Notice will include a calculation of the estimated amount of the Class Member's minimum share of the Net Settlement Amount and the estimated amount of the Aggrieved Employee's minimum Individual PAGA Payment (if applicable). Class Members will have 45 days from the date of mailing in which to postmark Requests for Exclusion or Objections. Class Members shall not be required to submit claim forms in order to receive their Individual Class Payments.

Prior to the initial mailing, the Settlement Administrator will check all Class Member addresses against the National Change of Address database and shall update any addresses before mailing. If the Class Notice is returned with a forwarding address, the Settlement Administrator shall re-mail the Class Notice to the forwarding address. With respect to those Class Members whose Class Notice is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or mass search on appropriate databases based on set criteria and, if another address is identified, shall mail the Class Notice to the newly identified address. If the Class Notice is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly status report provided to the Parties. The remailing shall occur within five days of receiving notice that a notice was undeliverable. If a Class Member's notice is re-mailed, the Class Member shall have 15-days from the re-mailing, or 45 days from the date of the initial mailing, whichever is later, in which to postmark a Request for Exclusion or Objection.

In the event a Class Member's Class Notice remains undeliverable 60 days after the Class Notice was initially mailed, the Settlement Administrator will not mail the Class Member's Individual Class Payment and Individual PAGA Payment (if applicable). The Settlement

Administrator will hold the Class Member's Individual Class Payment and Individual PAGA Payment (if applicable) during the check cashing period on behalf of the Class Member. If at the conclusion of the check cashing period the Class Member's Class Notice and Individual Class Payment and Individual PAGA Payment (if applicable) remain undeliverable and/or unclaimed and uncashed, the Settlement Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the procedures set forth in Section III(D)(7)(f) below.

No later than twenty (20) business days prior to the Final Approval Hearing, the Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration attesting to completion of the notice process, including any attempts to obtain valid mailing addresses for and re-sending of any returned Class Notices, as well as the number of valid Requests for Exclusion and Objections that the Settlement Administrator received.

Compliance with the procedures described in this section shall constitute due and sufficient notice to Class Members of this proposed Settlement and the Final Approval Hearing and shall satisfy the requirements of due process. Nothing else shall be required of the Parties, Class Counsel, Defense Counsel, or the Settlement Administrator to provide notice of the proposed Settlement and the Final Approval Hearing. However, if any Class Member objects to the Settlement and the Final Approval Hearing is continued as a result, the Settlement Administrator shall provide notice to the objecting party of the continuance.

D. Responses to Notice

1. Class Member Disputes

If any Class Member disagrees with Defendant's records as to his or her Qualifying Workweeks during the Class Period or Qualifying Pay Periods during the PAGA Period as reflected in the Class Notice, the Class Member shall set forth the Qualifying Workweeks and/or Qualifying Pay Periods he or she claims to have worked during the Class Period and/or PAGA Period and submit to the Settlement Administrator along with any supporting documentation. The Notice will also provide a method for the Class Member to challenge the employment data on which his or her Individual Settlement Payment is based. The Settlement Administrator shall contact the Parties

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regarding the dispute and the Parties will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator will be the final arbiter of the Qualifying Workweeks and Qualifying Pay Periods for each Class Member during the Class Period and/or PAGA Period based on the information provided to it. Any dispute not otherwise resolved by the Administrator and the Parties shall be resolved by the Court.

2. Requests for Exclusion from the Class

The Plaintiffs may not request exclusion from the Class. In order for any Class Member to validly exclude himself or herself from the Class and this Settlement (*i.e.*, to validly opt out), the Exclusion Form must be completed and signed by the Class Member or his or her authorized representative, and must be mailed to the Settlement Administrator, postmarked by no later than 45 days after the date the Settlement Administrator initially mails the Class Notice to the Class Members (or 15 days after the Settlement Administrator re-mails the Class Notice to the Class Member, whichever is later). The Class Notice shall contain instructions that the Exclusion Form must be mailed, the date by which it must be mailed, and state the name and address of the Settlement Administrator. The date of the initial mailing of the Class Notice, and the date the signed Exclusion Form was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. Any Class Member who timely and validly requests exclusion from the Class and this Settlement will not be entitled to any Individual Settlement Payment arising from the Class claims, will not be bound by the terms and conditions of this Settlement as to the Class claims, and will not have any right to object, appeal, or comment thereon. However, the proposed settlement includes the settlement of claims for civil penalties under PAGA. An Aggrieved Employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the Settlement, then even if a Class Member who is an Aggrieved Employee requests exclusion from the Settlement, the Class Member will still receive an Individual PAGA Payment pursuant to the terms in Section III(D)(7)(e) below, and will be deemed to have released the PAGA claims. A Request for Exclusion will preserve the Class Member's right to individually pursue only the remaining Class claims.

Any Class Member who fails to timely submit a Request for Exclusion shall automatically

1 be deemed a Class Member whose rights and claims with respect to the issues raised in the Action
2 are determined by the Court's Final Approval Order, and by the other rulings in the Action.

3 3. Objections to Settlement

4 The Plaintiffs may not object to the Settlement. For any Class Member to object to this
5 Settlement, or any term of it, the person making the objection must not submit a Request for
6 Exclusion (*i.e.*, must not opt out), and should complete, sign and send the Objection using the
7 instructions provided in the Class Notice by the Settlement Administrator, postmarked no later than
8 45 days after the Class Notice was initially mailed to the Class Members (or 15 days after the
9 Settlement Administrator re-mails the Notice to the Class Member, whichever is later), along with
10 all supporting papers. The date of the initial mailing of the Class Notice, and the date the signed
11 Objection was postmarked, shall be conclusively determined according to the records of the
12 Settlement Administrator. The Settlement Administrator shall send any Objections it receives to
13 Defense Counsel and Class Counsel within three (3) business days of receipt. The Court retains
14 final authority with respect to the consideration and admissibility of any Class Member objections.

15 4. Encouragement of Class Members

16 The Parties to this Settlement and the counsel representing such Parties shall not, directly or
17 indirectly, through any person, encourage or solicit any Class Member to exclude himself or herself
18 from this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries
19 from Class Members. Defendant and/or Defendant's Counsel shall be entitled to voluntarily inform
20 Class Members regarding the Settlement and the procedures related thereto.

21 5. Right to Adjust Gross Settlement Amount and/or Class Period

22 When the Parties agreed to settle this matter, Defendant estimated the number Qualifying
23 Workweeks as 181,051 and the total number of Class Members as 4,719. If the number of Class
24 Members increases from 4,719 by more than 12.5% (*i.e.*, more than 590 additional Class Members,
25 or 5,309 total Class Members) *or* the number of Qualifying Workweeks increases from 181,051 by
26 more than 12.5% (*i.e.*, more than 22,632 additional Qualifying Workweeks, or 203,683 total
27 Qualifying Workweeks), whichever figure is more favorable to Defendant, as of the end of the Class
28

Period, Defendant shall have the right to elect to have a pro rata adjustment to the Gross Settlement Amount equal to *either* (a)(1) \$264.89 per additional Class Member above 5,309 (if the threshold that is more favorable to Defendant is the total number of Class Members), *or* (a)(2) \$6.90 per additional Qualifying Workweek above 203,683 (if the threshold that is more favorable to Defendant is the total number of Qualifying Workweeks); *or*, (b) adjust the end date of the Class Period such that the number of Class Members does not exceed 5,309 (if the threshold that is more favorable to Defendant is the total number of Class Members) or the number of Qualifying Workweeks does not exceed 203,683 (if the threshold that is more favorable to Defendant is the total number of Qualifying Workweeks).

The Parties agreement to resolve PAGA claims during the PAGA Period is not subject to any pro rata increase regardless of the final number of Qualifying Workweeks or Class Members during the Class Period and/or PAGA Period.

If such adjustment is necessary, the Parties agree to file an Amended Joint Stipulation of Class Action Settlement adjusting the last date of the Class Period accordingly, or, alternatively file an amended [Proposed] Order re Class Action Settlement adjusting the last date of the Class Period and/or PAGA Period accordingly.

6. Final Approval Hearing

On the date set forth in the Order for Preliminary Approval and Class Notice, a Final Approval Hearing shall be held before the Court in order to (1) review this Settlement and determine whether the Court should give it final approval, and (2) consider any objections made and all responses by the Parties to such objections. At the Final Approval Hearing, the Parties shall ask the Court to give final approval to this Settlement and shall submit to the Court a Proposed Final Approval Order.

a. Waiver of Right to Appeal

Provided that the Final Approval Order is consistent with the terms and conditions of this Settlement, all Class Members who do not submit timely written objections to the Settlement or orally object at the Final Approval Hearing hereby waive any and all rights to appeal from the Final

Approval Order and Judgment, including all rights to any post-Final Approval Order proceeding and appellate proceeding, such as a motion to vacate or set-aside the Final Approval Order and Judgment, a motion for new trial, and any extraordinary writ, and the Final Approval Order and Judgment therefore shall become final and non-appealable at the time it is entered. This waiver does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-Final Order proceedings. A modification by the Court of the requested amount of the Enhancement or Class Counsel's fees or costs shall not constitute a basis for appeal of the Final Approval Order within the meaning of this paragraph.

b. Vacation, Reversal, or Material Modification of Final Order and Judgment on Appeal or Review

If, after a notice of appeal or a petition for a writ of *certiorari* or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Final Approval Order such that there is a material modification to the Settlement and that court's decision is not completely reversed, and the Final Approval Order is not fully affirmed on review by a higher court, then Plaintiff and Defendant shall each have the right, but not the obligation, to void the Settlement, which the Party must do by giving written notice to the other Party, the final reviewing court, and the Court no later than thirty (30) days after the final reviewing court's decision vacating, reversing, or materially modifying the Final Order becomes final and non-appealable. A vacation, reversal, or modification of the Court's award of the Enhancement or Class Counsel's fees or costs shall not constitute a vacation, reversal, or material modification of the Final Order and Judgment within the meaning of this paragraph.

7. Settlement Payment Procedures

a. Gross Settlement Amount

In exchange for the releases set forth in this Agreement, Defendant agrees to pay the Gross Settlement Amount in the amount of One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000) subject to a voluntary pro rata increase under the condition set forth in Section III(D)(5) at the discretion of Defendant. The Gross Settlement Amount includes all claims of the

Settlement Class, all claims of Aggrieved Employees, and all Settlement Administration costs, Class Counsel's attorney's fees and costs, LWDA Payment, and Enhancement Awards.

No later than 30 calendar days after the Effective Date, Defendant shall transfer one-half of the Gross Settlement Amount (currently, a total of Six Hundred Twenty Five Thousand dollars [\$625,000.00]) into an account established by the Settlement Administrator either directly or by sending the funds to the Settlement Administrator to be deposited and distributed. No later than one-year after the Effective Date, Defendant shall transfer one-half of the Gross Settlement Amount (currently, a total of Six Hundred Twenty Five Thousand dollars [\$625,000.00]) into an account established by the Settlement Administrator either directly or by sending the funds to the Settlement Administrator to be deposited and distributed.

All of Defendant's obligations under this Settlement are deemed to be satisfied upon Defendant's timely deposit of the entire Gross Settlement Amount and acknowledgement of receipt of said funds by the Settlement Administrator and Defendant shall have no further obligations to the Class including, without limitation, any further obligations to make any other payments of any kind to, or on behalf of, the Class (except for the employer's share of payroll taxes on the wage allocation of the Net Settlement Amount).

The Settlement Administrator will use these funds to fund payment of the Individual Class Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees, Class Counsel's attorneys' fees and costs, LWDA Payment, the Enhancement Awards, and employee tax withholdings applicable to the Net Settlement Amount allocated to wages. Defendant shall have the obligation to separately fund its share of payroll taxes on the wage allocation of the Net Settlement Amount. Ten (10) calendar days after Defendant funds the entire Gross Settlement Amount, the Settlement Administrator will pay the Class Members' Individual Settlement Payments, Court-approved attorney's fees and costs, settlement administration costs, Enhancement Awards, and LWDA Payment from the Gross Settlement Amount payment by Defendant.

b. Payment of Attorneys' Fees and Costs

Class Counsel shall submit an application for an award of attorneys' fees of up to one-third of the Gross Settlement Amount (which may increase pursuant to Section III(D)(5) [i.e., pro rata increase provision]), which, based on the current Gross Settlement Amount, is Four Hundred Sixteen Thousand and Six Hundred and Sixty-Six dollars and Sixty-Seven cents (\$416,666.67). Class Counsel shall submit an application for an award of costs not to exceed Thirty Thousand dollars (\$30,000), inclusive of Plaintiffs' statutory costs and Settlement Administration Costs. Such application for attorneys' fees and costs shall be heard by the Court at the Final Approval Hearing. Defendant shall not object to or oppose any such application equal to or less than these amounts.

Any fees and costs awarded by the Court shall be paid from the Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys' fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs, and expenses related to the investigation, prosecution, and settlement of the Action incurred through the Effective Date. To the extent that the Court approves less than the amount of attorney's fees and/or costs that Class Counsel requests, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

Any award of attorneys' fees and costs shall include and satisfy all past and future attorneys' fees and costs incurred to prosecute, settle, and participate in administering the Settlement, including obtaining the Final Approval Order. Defendant shall have no obligation to Class Counsel for any attorneys' fees and costs incurred in prosecuting this Action other than as stated herein, provided that Defendant fully complies with the terms of this Settlement, including but not limited to timely payment of the Gross Settlement Amount.

c. Payment of Settlement Administration Costs

The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and shall not constitute payment to any Participating Class Member(s). The amount shall not exceed Thirty Five Thousand dollars (\$35,000).

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d. Payment of Enhancement Awards to Named Plaintiff and Others

Subject to Court approval, Plaintiff Raul Morales Reyes shall receive an Enhancement Award of up to Five Thousand dollars (\$5,000), and Plaintiff Mariano Gutierrez Gama shall receive an Enhancement Award of up to One Thousand dollars (\$1,000), the request for which Defendant will not object to or oppose. The Enhancement Award shall be paid out of the Gross Settlement Amount and shall not constitute payment to any Participating Class Member(s). To the extent that the Court approves less than the amount of Enhancement Award that Class Counsel requests, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

Because it is the intent of the Parties that the Enhancement Awards represent payments to Plaintiffs for their service to the Class Members, and not wages, the Settlement Administrator will not withhold any taxes from the Enhancement Awards. The Enhancement Awards will be reported on a Form 1099, which the Settlement Administrator will provide to Plaintiffs, and to the pertinent taxing authorities as required by law.

Although it is the contemplation of the Parties that the Enhancement Awards do not represent wages, the Internal Revenue Service, the California Franchise Tax Board, or some other taxing authority may take the position that some or all of the Enhancement Awards constitute wages for income tax and withholding purposes. Plaintiffs agree to assume the responsibility of remitting to the Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts required by law, if any, to be withheld from the Enhancement Awards paid under this Settlement. In addition, Plaintiffs shall hold Defendant, Released Parties and Defense Counsel harmless and indemnify Defendant, Released Parties and Defense Counsel for all taxes, interest, penalties, other payments and costs, incurred by Defendant by reason of any valid claims by taxing authorities relating to the non-withholding of taxes from the Enhancement Awards.

e. Payment to the Labor and Workforce Development Agency and
Payment of Individual PAGA Payments to Aggrieved Employees

In consideration of claims made under the California Private Attorneys General Act

1 (“PAGA”), Cal. Labor Code §§ 2698 et seq., Class Counsel will request that the Court approve
2 allocation of Fifty Thousand Dollars (\$50,000.00) of the Gross Settlement Amount to settle
3 Released Claims arising or assertable under PAGA. Seventy-Five percent (75%) of this payment
4 will be paid to the California Labor and Workforce Development Agency (“LWDA Payment”) and
5 Twenty-Five percent (25%) will be paid on a pro rata basis to all Aggrieved Employees based on
6 the individual Qualifying Pay Periods worked during the PAGA Period by each Aggrieved
7 Employee, regardless of whether or not they opt out of this Settlement (“Individual PAGA
8 Payment”). Defendant will not oppose this request. The LWDA Payment and Individual PAGA
9 Payment will be paid out of the Gross Settlement Amount. The Court’s adjustment, if any, of the
10 amount allocated to Plaintiff’s PAGA claim will not invalidate this Settlement or affect Defendant’s
11 obligation with respect to the Gross Settlement Amount.

12 Each Individual PAGA Payment represents penalties and, therefore, shall be subject to all
13 authorized and required withholdings other than the tax withholdings customarily made from
14 employees’ wages and shall be reported by IRS 1099 forms. Defendant shall not make as part of
15 this Settlement, nor be required to make, any deductions, nor pay any monthly contributions for any
16 insurance, retirement, 401(k) or profit-sharing plans, or any benefit plans related to monies paid as
17 a result of this Settlement.

18 No later than 10 business days after the Preliminary Approval Date, Defendant will provide
19 the Settlement Administrator with the class list (as described in Section III(c)). Based on that
20 information, the Settlement Administrator shall calculate the Individual PAGA Payments for each
21 Aggrieved Employee based on the formula specified above.

22 No later than 30 days after receiving the entire Gross Settlement Amount from Defendant,
23 the Settlement Administrator shall prepare and mail the checks for the Individual PAGA Payments
24 to Aggrieved Employees. Defendant shall not bear any liability for lost or stolen checks, forged
25 signatures on checks, or unauthorized negotiation of checks. Individual PAGA Payments The
26 Settlement Administrator will issue a Form 1099 to the extent required by law for the penalties
27 associated with the Individual PAGA Payments. Any amounts from checks that remain unclaimed
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and/or uncashed after 180 days of issuance will be disbursed to the California Farmworker Foundation.

If a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or a mass search on appropriate databases based on set criteria and, if another address is identified, shall mail the check in the newly identified address. If the Settlement Administrator is unable to obtain a valid mailing address through this process, the Settlement Administrator will also transfer the amount represented by the check to the California Farmworker Foundation.

f. Payment of Individual Settlement Payments to Participating Class Members

The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement Payments. To calculate the amount each Class Member will receive, the Net Settlement Amount will be divided by the total number of Qualifying Workweeks by all Class Members during the Class Period and then allocated on a pro rata basis (i.e., according to the Qualifying Workweeks worked by each of the individual Class Members during the Class Period). An estimate of each Class Member's Individual Class Payment will be included in his or her Class Notice. After final approval by the Court, the Net Settlement Amount will be distributed to Participating Class Members on a pro rata basis based on the individual Qualifying Workweeks worked during the Class Period by each Participating Class Member.

Each Individual Settlement Payment will represent wages and penalties allocated using the following formula: 5% allocated to wages, 85% allocated to penalties and interest, and 10% reimbursements. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. The employer-side taxes (including employer's portion of FICA, FUTA, SUTA, and all other applicable payroll taxes) will be paid by Defendant separate from and in addition to the Gross Settlement Amount. The amounts paid as penalties, interest, and reimbursements shall be subject to all authorized and required withholdings other than the tax

1 withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms.
2 Defendant shall not make as part of this Settlement, nor be required to make, any deductions, nor
3 pay any monthly contributions for any insurance, retirement, 401(k) or profit-sharing plans, or any
4 benefit plans related to monies paid as a result of this Settlement.

5 No later than 10 business days after the Preliminary Approval Date, Defendant will provide
6 the Settlement Administrator with the class list (as described in Section III(c)). Based on that
7 information, the Settlement Administrator shall calculate: (a) the Net Settlement Amount, (b) the
8 Individual Class Payment for each Participating Class Member based on the formula specified
9 above, (c) the amount of the Individual Settlement Payments to be allocated to wages, interest and
10 penalties, and reimbursements based on the formula specified above, (d) the employer share of the
11 payroll taxes applicable to the Net Settlement Amount allocated to wages, and (e) the employee tax
12 withholding amount based on the allocation of each Individual Settlement Payment to wages.

13 No later than 30 days after receiving the entire Gross Settlement Amount from Defendant,
14 the Settlement Administrator shall prepare and mail the checks for the Individual Class Payments
15 to Participating Class Members. Defendant shall not bear any liability for lost or stolen checks,
16 forged signatures on checks, or unauthorized negotiation of checks. Individual Class Payments paid
17 from the Net Settlement Amount allocated to wages will be reduced by applicable employer and
18 employee tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage
19 portion of the Individual Settlement Payments. The Settlement Administrator will issue a Form
20 1099 to the extent required by law for the interest and penalty portions of the Individual Settlement
21 Payments. Participating Class Members shall have 180 days from the date their Individual Class
22 Payment checks are dated to cash their settlement checks. Any amounts from checks that remain
23 unclaimed and/or uncashed after 180 days of issuance will be disbursed to the California
24 Farmworker Foundation.

25 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
26 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace
27 or a mass search on appropriate databases based on set criteria and, if another address is identified,
28

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shall mail the check to the newly identified address. If the Settlement Administrator is unable to obtain a valid mailing address through this process, the Settlement Administrator will also transfer the amount represented by the check to the California Farmworker Foundation.

g. No Credit Toward Benefit Plans

The Individual Class Payments and Individual PAGA Payments made to Class Members under this Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

h. No Effect on Regular Rate or Overtime Compensation

Participating Class Members and Aggrieved Employees will receive payment under the Settlement as determined by the Settlement Administrator in accordance with this Agreement. The Parties agree that this payment is not viewed as additional compensation for purposes of calculating a "regular rate" of pay under California or federal law for the period during which it is received, and no additional overtime or other additional compensation is required as a result of such payment.

i. Tax Liability

The Parties and counsel for the Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder. Plaintiffs and Class Members are not relying on any statement, representation, or calculation by the Parties, counsel for the Parties, or the Settlement Administrator in this regard. Plaintiffs, Class Members, and Class Counsel understand and agree that they will be solely responsible for the payment of their own portion of any taxes and penalties assessed on the payments that they receive.

j. No Additional Contribution by Defendant

Other than as set forth above, Defendant shall not be called upon or required to contribute additional monies above the Settlement under any circumstances whatsoever except as specifically

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set forth herein. In the event that this Settlement is canceled, rescinded, terminated, voided, or nullified, however that may occur, or the Settlement of the Action is barred by operation of law, or invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant shall cease to have any obligation to pay any portion of the Settlement to anyone under the terms of this Settlement, except for costs already incurred by the Settlement Administrator, and this action shall resume as though no Settlement had occurred with the Action proceeding in the Kern County Superior Court.

IV. LIMITATIONS ON USE OF THIS SETTLEMENT

A. No Admission

Defendant denies that it has engaged in any unlawful activity, that they have failed to comply with the law in any respect, that they have any liability to anyone under the claims asserted in the Action. Defendant maintains that but for this Settlement a class should not be certified in this Action. This Settlement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission of liability or wrongdoing by Defendant.

B. Non-Evidentiary Use

Whether or not the Effective Date occurs, neither this Settlement nor any of its terms will be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Action (or any other action), except for the purposes of effectuating the Settlement pursuant to the terms herein or for Defendant to establish that a Class Member has resolved any of his/her claims released through this Settlement.

C. Defendant's Right to Terminate Settlement

Defendant shall have the right at their sole discretion to terminate the Settlement if 10% or

1 more of the Class Members timely elect to opt out of the Settlement. If Defendant elects to exercise
2 its right under this paragraph, Defendant shall be liable solely for administrative costs of the
3 Settlement Administrator not exceeding \$7,500.00. Defendant agrees that it will not in any manner
4 take any actions to encourage Class Members to opt-out.

5 **D. Nullification**

6 The Parties have agreed to the certification of the Class encompassing all claims released as
7 part of this Settlement for the sole purpose of effectuating this Settlement. If (a) the Court should
8 for any reason fail to certify this Class for settlement, or (b) the Court should for any reason fail to
9 approve this Settlement, or (c) the Court should for any reason fail to enter the Final Approval Order,
10 or (d) the Final Approval Order is reversed, or declared or rendered void, or (e) the Court should for
11 any reason fail to dispose of the action in its entirety, then (i) this Settlement shall be considered
12 null and void; (ii) neither this Settlement nor any of the related negotiations or proceedings shall be
13 of any force or effect; (iii) all Parties to this Settlement shall stand in the same position, without
14 prejudice, as if the Settlement had been neither entered into nor filed with the Court; and (iv) the
15 fact that the Parties were willing to stipulate to class certification of all causes of action pled in the
16 Action as part of the Settlement will have no bearing on, and will not be admissible in connection
17 with, the issue of whether the Class should be certified by the Court in a non-settlement context in
18 this Action or any other action, and in any of those events, Defendant expressly reserves the right
19 to oppose certification of the Class.

20 Invalidation of any material portion of this Settlement shall invalidate this Settlement in its
21 entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall
22 remain in full force and effect.

23 **V. RELEASES**

24 **A. Releases by Class Members**

25 Upon the Effective Date, Participating Class Members and Aggrieved Employees release
26 Released Parties of all Released Claims, as defined below, during the Class Period and PAGA
27 Period, as applicable. Such release shall be subsequently invalidated if, after the Effective Date,
28

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Defendant fails to fund the Gross Settlement Amount per the schedule set forth herein. Nonetheless, Released Parties shall have the right to enforce the release set forth herein as to Participating Class Members and Aggrieved Employees, as applicable, without regard to their receipt of an Individual Class Payment and/or Individual PAGA Payment and prior to fully funding the Gross Settlement Amount, so long as Defendant has complied with the procedures set forth herein as of the time it seeks to enforce the release. Any claims released under this Settlement by a Participating Class Member or Aggrieved Employee as of the Effective Date shall be deemed tolled for statute of limitations purposes between the Effective Date and Defendant's deadline to fully fund the Settlement, such that if a Class Member's release is subsequently invalidated after the Effective Date due to Defendant's failure to fully fund the Agreement, the Class Member's time to bring an action shall be extended between the Effective Date and the date the release is invalidated (i.e., the date of Defendant's failure, if any, to fund the Settlement as scheduled herein).

The released claims shall include, but are not limited to all claims alleged by Plaintiff in the operative complaint(s), or which could have been alleged by Plaintiff in the operative complaint(s) by reason of or in connection with any matter or fact set forth or referred to in operative complaint(s), including any and all claims, debts, liabilities, demands, actions, or causes of action arising from or relating to the Released Claims during the Class Period or PAGA Period, as defined herein. Without limiting the foregoing, the Released Claims shall include claims for unpaid wages, including but not limited to failure to pay minimum wages, straight time compensation, overtime compensation, and interest; failure to timely pay regular and final wages; failure to provide compliant meal, rest, and/or recovery periods; failure to pay premiums at all or at the correct rate for any violation of meal, rest, and recovery period obligations; claims arising from invalid meal period waivers and on-duty meal period waivers; payment for all hours worked; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to keep accurate records; making unlawful deductions; failing to reimburse business expenses; unfair business practices; any and all related penalties, including recordkeeping penalties, wage statement

penalties, minimum wage penalties, and waiting time penalties; and statutory penalties and/or civil penalties associated with any of the foregoing. Such released claims shall include, but are not limited to those claims arising under California Labor Code sections 201-204, 204b, 205.5, 206, 210, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 233, 234, 246, 246.5, 247, 247.5, 248, 248.1, 248.2, 248.3, 248.5, 248.6, 248.7, 400-410, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2698 *et seq.*, and 2699 *et seq.*, and/or those arising under the applicable Industrial Welfare Commission Wage Order(s) (including but not limited to subsections 3, 4, 5, 7, 8, 9, 11, 12, 13, 18, and 20 of the applicable Wage Order(s) [including the provisions of the California Code of Regulations codifying the applicable Wage Order(s)], which may include but are not limited to Wage Orders 8-2001 and 14-2001); 8 C.C.R. §3395; California Business and Professions Code section 17200 *et seq.* (including, without limitation, California Business and Professions Code §§17200 through 17208); the California Civil Code sections 3287, 3289, and 3294; California Code of Civil Procedure section 1021.5; and any related claims under the claims under the Fair Labor Standards Act (“FLSA”) (29 U.S.C. §§ 201, *et seq.*) (“Released Claims”).

The Parties intend that this release be construed as broadly as possible to encompass all claims listed above in addition to claims alleged by Plaintiff, or those which could have been alleged by Plaintiff based on the factual allegations in the operative complaint(s).

The release excludes the release of claims not permitted by law.

This Settlement is the compromise of all possible disputed claims related to wages and fully and finally settles all possible claims between the Parties regarding Class Members’ wages. The Parties warrant and represent that this release resolves, pursuant to Labor Code sections 206 and 206.5, and applicable case law (including but not limited to *Chindarah v. Pick Up Stix, Inc.* (2009) 171 Cal.App.4th 796) a good faith dispute regarding any and all wages, if any, owed to Class Members through their last day of employment with Released Parties within the Class Period.

The release as to Participating Class Members shall apply to Released Claims that arose or existed during the Class Period, subject to change per Section III(D)(5). Any Class Member who

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validly excludes himself or herself from the Settlement will not release any of the Released Claims, as defined above, that do not arise under and/or are not assertable under PAGA. However, any Class Member who validly excludes himself or herself from the Settlement will still receive an Individual PAGA Payment, and will be deemed to have released claims against the Released Parties for Released Claims that arise and/or are assertable under PAGA (“PAGA Released Claims”). Plaintiffs, the State of California, and Aggrieved Employees will release these PAGA Released Claims from September 10, 2020, through the Preliminary Approval Date of the Settlement, which period shall not be subject to change.

This release shall apply without regard to Class Members’ actual receipt of the Clsas Notice, and without regard to Participating Class Members’ and Aggrieved Employees’ actual receipt and/or depositing of their Individual Settlement Payment or Individual PAGA Payment.

B. Plaintiffs General Release

Plaintiffs do hereby, for themselves, and for their heirs, successors, predecessors, attorneys, agents, representatives and assigns, forever release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, injuries, suits, rights, demands, costs, losses, debts, judgments, accounts, attorneys’ fees, interest, expenses (including back wages, penalties, liquidated damages, and attorneys’ fees and costs actually incurred), and other legal responsibilities arising in law, equity or otherwise, of any kind, nature, and character whatsoever, from the beginning of time through the date of his signature on this Settlement, known or unknown, suspected or unsuspected, unforeseen, or unanticipated including but not limited to all claims arising out of, based upon, or relating to their employment with Defendant, the termination or resignation of their employment with Defendant, or the remuneration for such employment. Without limiting the generality of the foregoing, Plaintiffs expressly release all claims which were or could have been raised in the Action and all claims or rights arising out of alleged violations of any contracts, express or implied (including but not limited to any contract of employment); any contract or covenant of good faith or fair dealing (express or implied); any tort, including negligence, fraud, misrepresentation under California Labor

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Code § 970, negligent infliction of emotional distress, intentional infliction of emotional distress, and defamation; any other common law claim; any “retaliation” claims; any claims relating to any breach of public policy; any claim for costs, fees, interest, or other expenses including attorneys’ fees; any legal restrictions on Defendant’s right to discharge employees or refuse to hire applicants; and any federal, state, or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964, as amended (race, color, religion, sex, and national origin discrimination or harassment, including retaliation for reporting discrimination or harassment); (2) The Civil Rights Act of 1991, as amended; (3) Sections 1981 through 1988 of Title 42 of the United States Code, as amended; (4) The Age Discrimination in Employment Act of 1967, as amended; (5) The Employee Retirement Income Security Act of 1974, as amended; (6) The Immigration Reform and Control Act, as amended; (7) The Americans with Disability Act, as amended; (8) Sections 503 and 504 of the Rehabilitation Act of 1973 (disability discrimination); (9) The Workers Adjustment and Retraining Notification Act, as amended; (10) The Occupational Safety and Health Act, as amended; (11) California Equal Pay Law, as amended; (12) Equal Pay Act, 29 U.S.C. § 209(4)(1) (equal pay); (13) Americans with Disabilities Act, 42 U.S.C. § 12100 *et seq.* (disability discrimination); (14) Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.* (family/medical leave); (15) California Fair Employment and Housing Act [*Gov. Code*, §§ 12900, *et seq.*] (discrimination or harassment in employment and/or housing, including discrimination or harassment based on race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, sex (including pregnancy), sexual orientation, genetic, or age, including retaliation for reporting discrimination or harassment); (16) California Family Rights Act, [*Gov. Code*, §§ 12945.1, *et seq.*] (family/medical leave); (17) California Labor Code or any Industrial Welfare Commission Wage Order; (18) FLSA; (19) Executive Order 11246 (race, color, religion, sex, and national origin discrimination or harassment); (20) Executive Order 11141 (age discrimination); (21) California health and safety laws and regulations; and (22) any other federal, state, or local law, regulation or ordinance, including those regulating compensation, and those prohibiting discrimination, harassment, or retaliation of any kind. Plaintiffs understand and agree

that by signing this Agreement they are giving up any and all legal claims they have or may have against the Released Parties, expressly including claims under the federal Age Discrimination in Employment Act (“ADEA”). Plaintiffs are advised to consult with legal counsel regarding the waiver contained herein generally and specifically as to the waiver of claims under the ADEA. Plaintiffs understand and agree that they have been advised in writing of their right to consult with an attorney before signing this Agreement. Plaintiffs have 21 days to consider this Agreement, although they may sign it at any time during the seven (7) days after they sign the Agreement. This Agreement shall not become effective until the seven (7) day revocation period has passed. This release excludes the release of claims not permitted by law.

C. Plaintiffs’ Release of Unknown Claims

Plaintiffs, in their individual capacity, also expressly waive, any and all provisions, rights and benefits conferred by any law or principle of common law or equity, that is similar, comparable, or equivalent, in whole or in part, to California Civil Code § 1542. For the purpose of implementing a full and complete release, Plaintiffs expressly acknowledge that the release given in this Settlement is intended to include in its effect, without limitation, claims that each did not know or suspect to exist in their favor at the time of the effective date of this Settlement, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of this matter, and that the consideration given under the Settlement was also for the release of those claims and contemplates the extinguishment of any such unknown claims. Plaintiffs expressly waive the provisions of section 1542 of the Civil Code of California, which provides:

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.

Thus, subject to and in accordance with this Agreement, even if Plaintiffs may hereafter discover facts in addition to or different from those they now know or believe to be true, they, upon the Effective Date, shall be deemed to have fully, finally, and forever settled and released any and all claims against the Released Parties that were alleged or could have been alleged in the Action, as

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well as any other claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, that now exist, upon any theory of law or equity, including without limitation, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

D. No Additional Attorneys' Fees or Costs

Except for the attorneys' fees and costs set forth in this Settlement, the Parties agree to bear their own attorneys' fees and costs related to this Action.

VI. MISCELLANEOUS PROVISIONS

A. Amendments or Modification

The terms and provisions of this Settlement may be amended or modified only by an express written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel and approved by the Court.

B. Assignment

None of the rights, commitments, or obligations recognized under this Settlement may be assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Settlement are for the sole benefit of the Parties under this Settlement, and shall not be construed to confer any right or to avail any remedy to any other person.

C. Governing Law

This Settlement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

D. Entire Agreement

This Settlement, including the Exhibit referred to herein, which forms an integral part hereof, contains the entire understanding of the Parties hereto with respect of the subject matter contained herein. In case of any conflict between text contained in Articles I through VI of this Settlement

1 and text contained in the Exhibit to this Settlement, the former (*i.e.*, Articles I through VI) shall be
2 controlling, unless the Exhibit is changed by or in response to a Court order. There are no
3 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
4 matter of this Settlement other than those expressly set forth or referred to herein. This Settlement
5 supersedes all prior agreements and understandings among the Parties hereto with respect to the
6 settlement of the Action, including correspondence between Class Counsel and Defense Counsel
7 and drafts of prior agreements or proposals.

8 **E. Waiver of Compliance**

9 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
10 obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the
11 extent permitted under applicable law, by the Party or Parties and their respective counsel hereto
12 entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to
13 insist upon strict compliance with any representation, warranty, covenant, agreement, or condition
14 shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

15 **F. Counterparts and Fax/PDF Signatures**

16 This Settlement, and any amendments hereto, may be executed in any number of
17 counterparts and any Party and/or their respective counsel hereto may execute any such counterpart,
18 each of which when executed and delivered shall be deemed to be an original and all of which
19 counterparts taken together shall constitute one instrument. A fax or PDF signature on this
20 Settlement shall be as valid as an original signature.

21 **G. Meet and Confer Regarding Disputes**

22 Should any dispute arise among the Parties or their respective counsel regarding the
23 implementation or interpretation of this Settlement, a representative of Class Counsel and a
24 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
25 to submitting such disputes to the Court. However, no party shall be required to consent to any
26 material change of this Settlement, including but not limited to issues impacting the Gross
27 Settlement Amount, PAGA Period, Class Period, and/or the releases set forth herein, even if such
28

SAGASER, WATKINS & WIELAND PC
ATTORNEYS AT LAW
5260 North Palm Avenue, Suite 400
Fresno, California 93704
Telephone: (559) 421-7000

material change to the Settlement is necessary to achieve Court approval of the same.

H. Agreement Binding on Successors

This Agreement will be binding upon, and inure to the benefit of, the successors in interest of each of the Parties.

I. Cooperation in Drafting

The Parties have cooperated in the negotiation and preparation of this Settlement. This Settlement will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Settlement.

J. Fair Settlement

Plaintiffs, Defendant, Class Counsel, and Defense Counsel believe that this Settlement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Settlement through arm's-length negotiations, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

K. Headings

The descriptive heading of any section or paragraph of this Settlement is inserted for convenience of reference only and does not constitute a part of this Settlement and shall not be considered in interpreting this Settlement.

L. Notice

All notices, demands, or other communications given under this Settlement must be in writing and addressed as follows:

To Plaintiff and the Class:

Justin F. Marquez
Benjamin H. Haber
Maxim Gorbunov
WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

And

SAGASER, WATKINS & WIELAND PC
ATTORNEYS AT LAW
5260 North Palm Avenue, Suite 400
Fresno, California 93704
Telephone: (559) 421-7000

To Defendant:

Ian B. Wieland
Michael J. Conway II
SAGASER, WATKINS & WIELAND, PC
5260 North Palm Avenue, Suite 400
Fresno, California 93704
Telephone: (559) 421-7000
Facsimile: (559) 473-1483

M. Enforcement of Settlement and Continuing Court Jurisdiction

To the extent consistent with class action procedure, this Settlement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The disposition entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement.

N. Mutual Full Cooperation

The Parties agree fully to cooperate with each other to accomplish the terms of this Settlement, including but not limited to execution of such documents, and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement, to effectuate this Settlement and the terms set forth herein. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court. However, no party shall be required to consent to any material change of this Settlement, including but not limited to issues impacting the Gross Settlement Amount, PAGA Period, Class Period, and/or the releases set forth herein, even if such a material change to the Settlement is necessary to achieve Court approval of the same.

O. Authorization to Act

Class Counsel warrants and represents that they are authorized by Plaintiffs, and Defense

1 Counsel warrants that they are authorized by Defendant, to take all appropriate action required to
2 effectuate the terms of this Settlement, except for signing the documents (including but not limited
3 to this Settlement) that are required to be signed by the Parties and funding the Settlement. Defense
4 Counsel shall have no obligations to Class Members by virtue of this Agreement and shall have no
5 obligation to fund this Settlement.

6 **P. No Reliance on Representations**

7 The Parties have made such investigation of the facts and the law pertaining to the matters
8 described herein and to this Settlement as they deem necessary, and have not relied, and do not rely,
9 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
10 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
11 rights, or with regard to the advisability of making and executing this Settlement, or with respect to
12 any other matters. No representations, warranties, or inducements have been made to any party
13 concerning this Settlement.

14 **Q. No Collateral Attack**

15 This Settlement shall not be subject to collateral attack by any Class Member or any recipient
16 of the Class Notice after the Effective Date. Such prohibited collateral attacks shall include but not
17 be limited to claims that the Class Member failed for any reason to receive timely notice of the
18 procedure for disputing the calculation of his or her Individual Settlement Payment.

19 **R. Invalidity of Any Provision**

20 Before declaring any provision of this Agreement invalid, the Court will first attempt to
21 construe the provision as valid to the fullest extent possible consistent with applicable precedents so
22 as to define all provisions of this Agreement valid and enforceable. If any provision of this
23 Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions
24 or applications of this Agreement which can be given effect without the invalid provisions or
25 application and, to this end, the provisions of this Agreement are declared to be severable.
26 Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed
27 or deleted from this Agreement, except upon waiver in writing by the applicable party.
28

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ATTORNEYS AT LAW
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Fresno, California 93704
Telephone: (559) 421-7000

S. **Confidentiality/Non-Publicity**

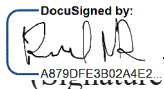
Plaintiff and their counsel will keep this Agreement confidential through preliminary approval. Thereafter, Plaintiff and their counsel will further agree to keep this Agreement confidential, including without limitation no disclosures to current or former employees of the Defendant, to the media, or on any websites, blogs, social media, and/or online platforms. Exceptions to the obligation of confidentiality in this section are: (i) disclosures necessary to comply with the law, judicial process, or for financial planning or tax preparation purposes; (ii) to obtain and seek approval of this settlement in court and as is necessary to provide settlement information to Class Members, and (iii) if any party seeks to enforce any term or condition of this Agreement against any other party.

EXECUTION BY PARTIES

The Parties hereby execute this Settlement.

Dated: 9/27/2024

RAUL MORALES REYES

By:  _____
(Signature)

Dated: _____

MARIANO GUTIERREZ GAMA

By: _____
(Signature)

Dated: _____

GIUMARRA VINEYARDS CORPORATION

By: _____
(Signature)

(Printed Name)

(Title)

SAGASER, WATKINS & WIELAND PC
ATTORNEYS AT LAW
5260 North Palm Avenue, Suite 400
Fresno, California 93704
Telephone: (559) 421-7000

S. Confidentiality/Non-Publicity

Plaintiff and their counsel will keep this Agreement confidential through preliminary approval. Thereafter, Plaintiff and their counsel will further agree to keep this Agreement confidential, including without limitation no disclosures to current or former employees of the Defendant, to the media, or on any websites, blogs, social media, and/or online platforms. Exceptions to the obligation of confidentiality in this section are: (i) disclosures necessary to comply with the law, judicial process, or for financial planning or tax preparation purposes; (ii) to obtain and seek approval of this settlement in court and as is necessary to provide settlement information to Class Members, and (iii) if any party seeks to enforce any term or condition of this Agreement against any other party.

EXECUTION BY PARTIES

The Parties hereby execute this Settlement.

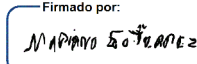
Dated: _____

RAUL MORALES REYES

By: _____
(Signature)

Dated: 9/30/2024

MARIANO GUTIERREZ GAMA

By:  _____
Firmado por:
87AC23C758E24DE...

Dated: _____

GIUMARRA VINEYARDS CORPORATION

By: _____
(Signature)

(Printed Name)

(Title)

S. Confidentiality/Non-Publicity

Plaintiff and their counsel will keep this Agreement confidential through preliminary approval. Thereafter, Plaintiff and their counsel will further agree to keep this Agreement confidential, including without limitation no disclosures to current or former employees of the Defendant, to the media, or on any websites, blogs, social media, and/or online platforms. Exceptions to the obligation of confidentiality in this section are: (i) disclosures necessary to comply with the law, judicial process, or for financial planning or tax preparation purposes; (ii) to obtain and seek approval of this settlement in court and as is necessary to provide settlement information to Class Members, and (iii) if any party seeks to enforce any term or condition of this Agreement against any other party.

EXECUTION BY PARTIES

The Parties hereby execute this Settlement.

Dated: _____

RAUL MORALES REYES

By: _____
(Signature)

Dated: _____

MARIANO GUTIERREZ GAMA

By: _____
(Signature)

Dated: 8 Nov. 2024

GIUMARRA VINEYARDS CORPORATION

By:  _____
(Signature)

Jeffrey Giumarra
(Printed Name)

CFO
(Title)

SAGASER, WATKINS & WIELAND PC

ATTORNEYS AT LAW
5260 North Palm Avenue, Suite 400
Fresno, California 93704
Telephone: (559) 421-7000

Approved as to form:

Dated: 09/30/2024

WILSHIRE LAW FIRM

By: 
Justin F. Marquez
Benjamin H. Haber
Maxim Gorbunov
WILSHIRE LAW FIRM, PLC
Attorneys for Plaintiffs

Dated:

SAGASER, WATKINS & WIELAND, PC

By:
Ian B. Wieland
Michael J. Conway II
Attorneys for Defendant

Exhibit 2

Rebecca Padilla

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Tuesday, October 28, 2025 7:30 PM
To: Rebecca Padilla
Subject: Thank you for your Other Response or Document Submission

10/28/2025 07:29:48 PM

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

Item submitted: Other Response or Document Submission If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Atorneys_General_Act.htm&data=05%7C02%7CRebecca.padilla%40wilshirelawfirm.com%7C5f20b94431a7464d579908de16931111%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C638973018072567620%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMlIsIkFOIjoiTWFpbCIslldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=RcNFGs5y7vUhRdOmHyov24dMoz4UIyPDMpWFCvRBus%3D&reserved=0



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Other Document

PAGA Number (LWDA-CM-): *

*Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXXXX-XX".
[Search for PAGA Case number](#)*

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Documents

Other Document *

 Ex. 1 – Execu...greement.pdf

Other Attachment (if any)

 No file chosen

[Add Another Attachment](#)

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

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

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

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Exhibit 3

Wilshire Law Firm, PLC
Transaction Detail by Account
All Transactions

10/28/2025
Accrual Basis

Type	Date	Num	Memo	Amount	Balance
COSTS					
Mediation Fees					
	1/16/2023	1085790	Mediation Fee	6,000.00	6,000.00
Total MEDIATION FEES				6,000.00	6,000.00
Expert Fees					
	1/27/2023	7395	Expert Fees	6,690.00	6,690.00
Total EXPERT FEES				6,690.00	6,690.00
Legal Expenses					
	7/25/2021		Initial Investigation	258.00	258.00
	9/11/2021		PAGA Fee	75.00	333.00
	10/11/2021	845122362	Legal Research	9.36	342.36
	2/6/2023	847783910	Legal Research	24.12	366.48
	2/6/2023	847783910	Legal Research	15.38	381.86
	4/4/2023	848097210	Legal Research	25.75	407.61
	9/13/2023	7072D9F3-0005-B	Legal Research	68.49	476.10
	9/13/2023	7072D9F3-0005-C	Legal Research	68.49	544.59
	9/13/2023	7072D9F3-0005-D	Legal Research	68.49	613.08
	11/15/2023	7072D9F3-0006-A	Legal Research	68.49	681.57
	11/15/2023	7072D9F3-0006-B	Legal Research	82.19	763.76
	11/15/2023	7072D9F3-0006-C	Legal Research	95.89	859.65
	11/15/2023	7072D9F3-0006-D	Legal Research	95.89	955.54
	7/1/2025	852178490	Legal Research	84.70	1,040.24
Total LEGAL EXPENSES				1,040.24	1,040.24
Process Service Fees					
	9/14/2021	40135	Attorney Services	1,663.50	1,663.50
	9/20/2021	40337	Attorney Services	139.50	1,803.00
	9/21/2021	40402	Attorney Services	45.00	1,848.00
	11/23/2021	42200	Attorney Services	563.50	2,411.50
	12/10/2021	42873	Attorney Services	135.20	2,546.70
	12/13/2021	42902	Attorney Services	45.00	2,591.70
	1/7/2022	43528	Attorney Services	85.00	2,676.70
	2/28/2022		Attorney Services	13.38	2,690.08
	3/1/2022		Attorney Services	17.09	2,707.17
	3/3/2022	3/3/2022	Appearance Fees - Court Call	94.00	2,801.17
	3/3/2022	3/3/2022	Appearance Fees - Court Call	(94.00)	2,707.17
	3/9/2022	3/9/2022	Appearance Fees - Court Call	(94.00)	2,613.17
	3/9/2022	3/9/2022	Appearance Fees - Court Call	94.00	2,707.17
	3/10/2022	3/10/2022	Appearance Fees - Court Call	(94.00)	2,613.17
	3/10/2022	3/10/2022	Appearance Fees - Court Call	94.00	2,707.17
	3/15/2022		Attorney Services	172.18	2,879.35
	3/18/2022		Attorney Services	17.60	2,896.95
	4/21/2022		Attorney Services	13.90	2,910.85
	4/22/2022		Attorney Services	17.60	2,928.45
	5/5/2022		Attorney Services	17.60	2,946.05
	5/10/2022	5/10/2022	Appearance Fees - Court Call	(94.00)	2,852.05
	5/10/2022	5/10/2022	Appearance Fees - Court Call	94.00	2,946.05
	5/19/2022	5/19/2022	Appearance Fees - Court Call	94.00	3,040.05
	5/19/2022	5/19/2022	Appearance Fees - Court Call	(94.00)	2,946.05
	7/25/2022		Attorney Services	17.60	2,963.65
	7/25/2022		Attorney Services	17.60	2,981.25
	8/9/2022		Attorney Services	17.60	2,998.85
	8/11/2022	8/11/2022	Appearance Fees - Court Call	(94.00)	2,904.85
	8/11/2022	8/11/2022	Appearance Fees - Court Call	94.00	2,998.85
	8/18/2022	8/18/2022	Appearance Fees - Court Call	94.00	3,092.85
	8/18/2022	8/18/2022	Appearance Fees - Court Call	(94.00)	2,998.85
	8/31/2022		Attorney Services	17.60	3,016.45
	9/2/2022		Attorney Services	17.60	3,034.05
	1/31/2023	1/31/2023	Appearance Fees - Court Call	(72.00)	2,962.05
	1/31/2023		Attorney Services	18.07	2,980.12
	1/31/2023	1/31/2023	Appearance Fees - Court Call	72.00	3,052.12
	2/6/2023		Attorney Services	18.07	3,070.19
	2/8/2023	2/8/2023	Appearance Fees - Court Call	72.00	3,142.19
	2/8/2023	2/8/2023	Appearance Fees - Court Call	(72.00)	3,070.19

	3/9/2023		Attorney Services	18.07	3,088.26
	5/25/2023		Attorney Services	18.07	3,106.33
	5/31/2023		Attorney Services	18.07	3,124.40
	6/1/2023	6/1/2023	Appearance Fees - Court Call	(72.00)	3,052.40
	6/9/2023		Attorney Services	18.07	3,070.47
	6/16/2023	6/16/2023	Appearance Fees - Court Call	(72.00)	2,998.47
	6/16/2023	06.16.23	Appearance Fees - Court Call	72.00	3,070.47
	9/19/2023	21245608	Attorney Services	18.07	3,088.54
	9/28/2023	09.28.23	Appearance Fees - Court Call	72.00	3,160.54
	9/28/2023	9/28/2023	Appearance Fees - Court Call	(72.00)	3,088.54
	9/29/2023	21312378	Attorney Services	18.07	3,106.61
	1/18/2024	22039478	Attorney Services	20.13	3,126.74
	1/18/2024	22039461	Attorney Services	20.13	3,146.87
	2/5/2024	02.05.24	Appearance Fees - Court Call	72.00	3,218.87
	2/5/2024	2/5/2024	Appearance Fees - Court Call	(72.00)	3,146.87
	2/5/2024	2/5/2024	Appearance Fees - Court Call	(72.00)	3,074.87
	2/5/2024	02.05.24	Appearance Fees - Court Call	72.00	3,146.87
	3/19/2024	22450918	Attorney Services	39.84	3,186.71
	4/22/2024	22731603	Attorney Services	15.39	3,202.10
	4/22/2024	22732547	Attorney Services	19.10	3,221.20
	4/22/2024	22731542	Attorney Services	15.39	3,236.59
	4/22/2024	22735153	Attorney Services	15.39	3,251.98
	4/25/2024	22754821	Attorney Services	19.10	3,271.08
	6/6/2024	22731603(2)	Attorney Services	1.00	3,272.08
	6/6/2024	22450918(2)	Attorney Services	1.00	3,273.08
	6/6/2024	22731542(2)	Attorney Services	1.00	3,274.08
	6/6/2024	22754821(2)	Attorney Services	1.00	3,275.08
	6/6/2024	23048485	Attorney Services	20.13	3,295.21
	8/28/2024	23616039	Attorney Services	20.13	3,315.34
	8/28/2024	23615999	Attorney Services	20.13	3,335.47
	9/6/2024	09.06.24	Appearance Fees - Court Call	72.00	3,407.47
	9/6/2024	9/6/2024	Appearance Fees - Court Call	(72.00)	3,335.47
	9/6/2024	9/6/2024	Appearance Fees - Court Call	(72.00)	3,263.47
	9/6/2024	09.06.24	Appearance Fees - Court Call	72.00	3,335.47
	12/4/2024	24264934	Attorney Services	19.31	3,354.78
	12/4/2024	24264883	Attorney Services	19.31	3,374.09
	12/9/2024	24275010	Attorney Services	82.29	3,456.38
	7/1/2025	CC073125TA-600	Attorney Services	43.06	3,499.44
	7/15/2025	CC073125TA-1585	Attorney Services	21.37	3,520.81
	8/27/2025	24705972	Attorney Services	21.37	3,542.18
	10/14/2025	CC103125TA-1540	Attorney Services	920.42	4,462.60
Total PROCESS SERVICE FEES				4,462.60	4,462.60
Other Costs					
	7/13/2021	E-523650	Postage Cost	5.86	5.86
	7/13/2021	E-523646	Postage Cost	5.86	11.72
	7/23/2021	E-526666	Postage Cost	5.86	17.58
	7/23/2021	E-526657	Postage Cost	5.86	23.44
	9/10/2021	E-579497	Printing Cost	0.50	23.94
	10/1/2021	E-600283	Postage Cost	6.13	30.07
	10/1/2021	E-600269	Postage Cost	6.13	36.2
	12/30/2021	E-757128	Printing Cost	0.25	36.45
	2/28/2022	E-1471551	Printing Cost	5.75	42.2
	3/15/2022	E-874433	Printing Cost	1.75	43.95
	3/22/2022	E-883699	Printing Cost	9.75	53.7
	3/23/2022	E-884228	Postage Cost	6.33	60.03
	3/23/2022	E-884223	Postage Cost	6.33	66.36
	3/23/2022	E-884222	Postage Cost	6.33	72.69
	4/21/2022	E-1472275	Printing Cost	7.75	80.44
	5/5/2022	E-2980101	Printing Cost	3.50	83.94
	4/3/2023	E-3134458	Postage Cost	1.89	85.83
	4/3/2023	E-3134456	Postage Cost	1.89	87.72
	3/14/2024	E-3186290	Postage Cost	7.60	95.32
	3/14/2024	E-3186289	Postage Cost	7.60	102.92
	9/27/2024	E-3237345	Postage Cost	1.89	1.89
	9/30/2024	E-3237349	Postage Cost	1.89	3.78
	10/1/2024	E-600268	Postage Cost	6.13	9.91
Total OTHER COSTS				112.83	112.83
TOTAL				18,305.67	18,305.67

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).

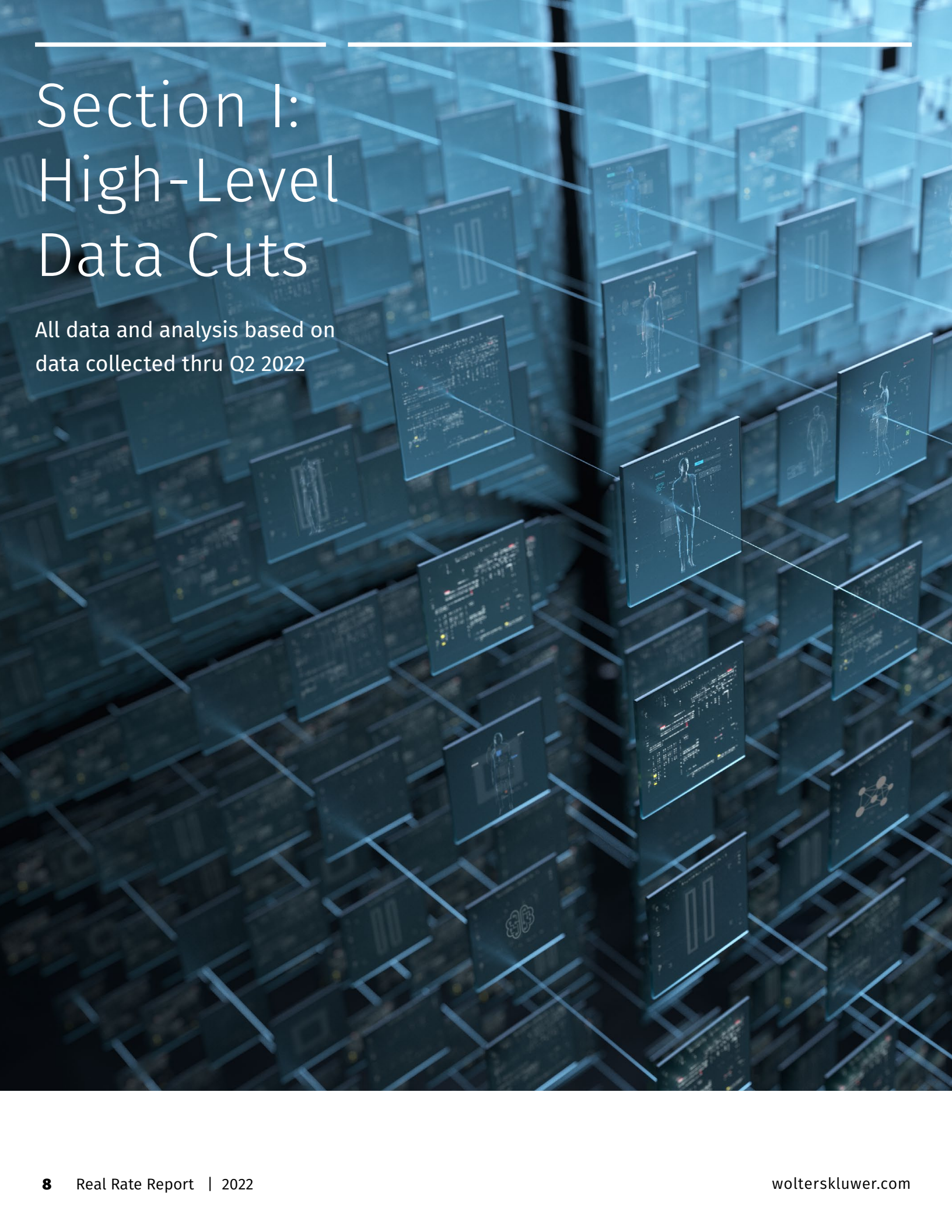
Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural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



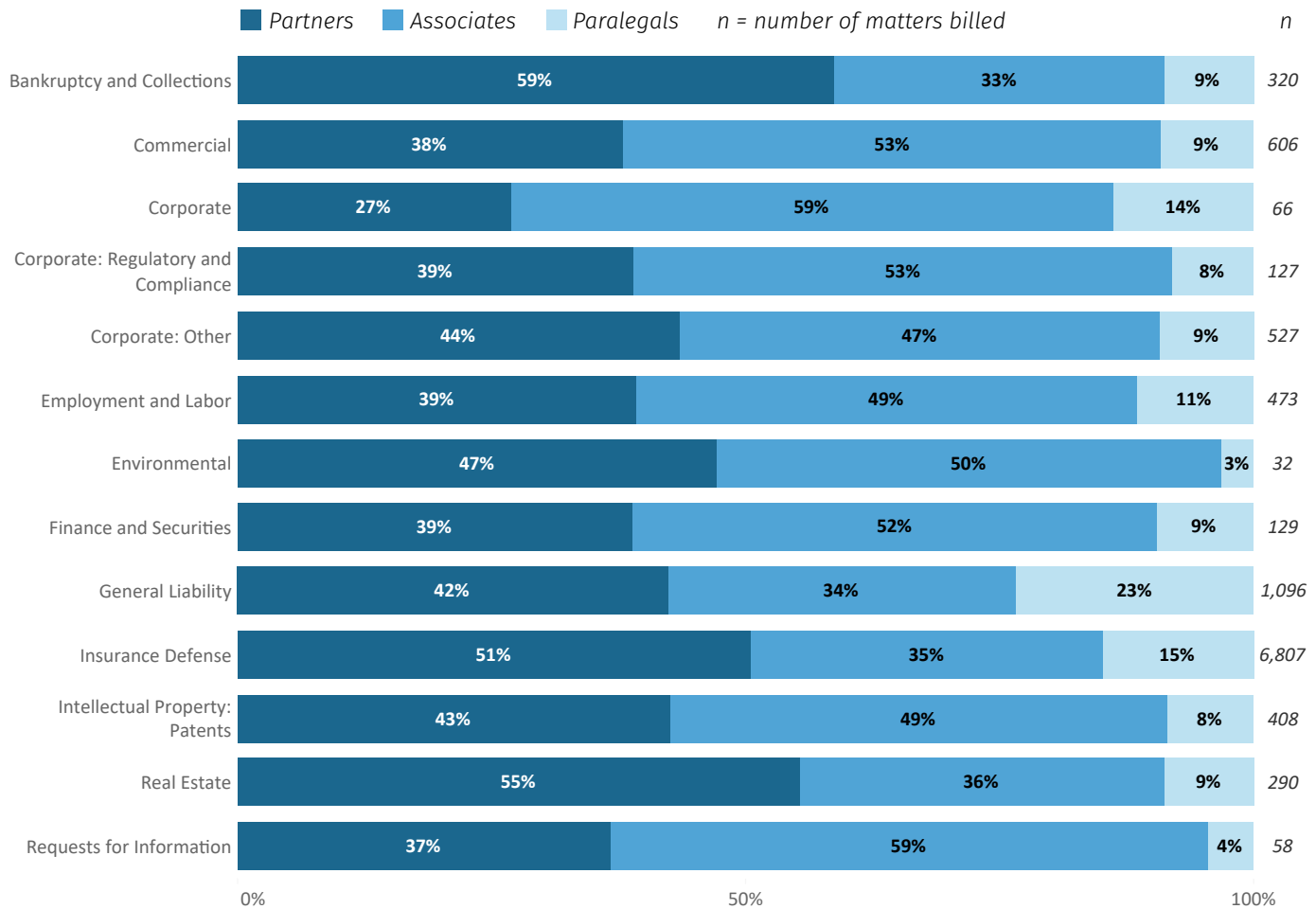
Section VI: Matter Staffing Analysis

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.

To contact the reporter on this story: Roy Strom in Chicago at rstrom@bloomberglaw.com

To contact the editors responsible for this story: Chris Opfer at copfer@bloomberglaw.com; John Hughes at jhughes@bloombergindustry.com

Documents

[Trustee's Objection](#)

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Law Firms

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PROOF OF SERVICE

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BCV-21-102139

STATE OF CALIFORNIA)
) ss
COUNTY OF KERN)

I, Rebecca Padilla, 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 660 S. Figueroa St, Sky Lobby, Los Angeles, California 90017. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On October 28, 2025, I served the foregoing **DECLARATION OF BENJAMIN H. HABER 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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Attorneys for Defendant

(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 the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on October 28, 2025, at Los Angeles, California.



Rebecca Padilla