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[Additional counsel on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

THOMAS BROWN and ANTHONY DOSS,
individually, on behalf of all others similarly
situated, and on behalf of the State of California
and other aggrieved persons,

Plaintiffs,

v.

FIDELITY SECURITY SERVICES, INC., a
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 21STCV31617

CLASS & REPRESENTATIVE ACTION

*[Assigned for all purposes to: Hon. Stuart M.
Rice, Dept. 1]*

**DECLARATION OF JUSTIN F. MARQUEZ
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

*[Filed concurrently with: Plaintiffs' Notice of
Motion and Motion for Preliminary Approval of
Class Action Settlement, Memorandum of
Points and Authorities; Declaration of Harout
Messrelian; Declaration of Plaintiff Thomas
Brown; Declaration of Plaintiff Anthony Doss;
Declaration of Sean Hartranft; Declaration of
Howard M. Knee; and Declaration of
Ahmadshah Ahmadi; and [Proposed] Order]*

PRELIMINARY APPROVAL HEARING

Date: October 22, 2024

Time: 10:30 a.m.

Dept: 1

Complaint filed: August 26, 2021

FAC filed: May 29, 2024

Trial date: Not set

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Attorneys for Plaintiff Anthony Doss

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1. I am admitted, in good standing, to practice as an attorney 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. I am a Senior Partner at Wilshire Law Firm, PLC, counsel of record for Plaintiff Thomas Brown. 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 Preliminary Approval of Class Action Settlement.

2. This is a wage and hour class and Private Attorneys General Act (“PAGA”) (Cal. Lab. Code §§ 2699, *et seq.*) representative action. Plaintiffs Thomas Brown and Anthony Doss (collectively, “Plaintiffs”) and putative class members worked in California as hourly-paid or non-exempt employees for Defendant Fidelity Security Services, Inc. (“Defendant,” and together with Plaintiffs, the “Parties”) during the class period. Defendant is a professional security guard company based in Los Angeles that provides armed and unarmed security guards for shopping malls, schools and parking lots.

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 pay wages owed every pay period, failure to pay all final wages at termination, failure to provide accurate itemized wage statements, unfair business practices, and civil penalties under the PAGA.

4. On August 26, 2021, Plaintiff Brown 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

1 and permit rest periods (Labor Code §§ 226.7); (5) failure to timely pay final wages at termination
2 (Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements (Labor Code §
3 226); (7) failure to indemnify employees for expenditures (Labor Code § 2802); and (8) unfair
4 business practices (Business and Professions Code 17200, *et seq.*). On September 9, 2021, Plaintiff
5 Brown sent a notice to Defendant and the California Labor & Workforce Development Agency
6 (“LWDA”) alleging similar wage and hour violations pursuant to the PAGA. On November 24,
7 2021, Plaintiff Brown separately filed a PAGA representative action against Defendant (Los
8 Angeles County Superior Court, Case No. 21STCV43378).¹ On May 29, 2024, Plaintiff Brown
9 filed a First Amended Class & Representative Action Complaint adding a claim for civil penalties
10 under the PAGA, including a claim for Defendant’s failure to pay wages every pay period, adding
11 Plaintiff Doss as an additional class representative, and adding Harout Messrelian as counsel for
12 Plaintiff Doss.

13 DISCOVERY AND INVESTIGATION

14 5. Following the filing of the initial Complaint, the Parties exchanged documents and
15 information before mediating this action. Defendant produced a sample of time and pay records
16 for class members. Defendant also provided documents of its wage and hour policies and practices
17 during the class period, financial documents, and information regarding the total number of current
18 and former employees in its informal discovery responses.

19 6. After reviewing documents regarding Defendant’s wage and hour policies and
20 practices, financial records, and analyzing Defendant’s timekeeping and payroll records, Class
21 Counsel was able to evaluate the probability of class certification, success on the merits, and
22 Defendant’s maximum monetary exposure for all claims. Class Counsel also investigated the
23 applicable law regarding the claims and defenses asserted in the Litigation. Class Counsel
24 reviewed these records and utilized an expert to prepare a damages analysis prior to mediation.

25 SETTLEMENT NEGOTIATIONS

26 7. On July 14, 2023, the Parties participated in private mediation with experienced
27

28 ¹ Plaintiff Brown’s separate PAGA action was dismissed following the filing of the First Amended Class & Representative Action Complaint.

1 class action mediator, Hon. Mitchel R. Goldberg (Ret.). The mediation was conducted via Zoom.
2 The settlement negotiations were at arm's length and, although conducted in a professional manner,
3 were adversarial. The Parties went into the mediation willing to explore the potential for a
4 settlement of the dispute, but each side was also prepared to litigate their position through trial and
5 appeal if a settlement had not been reached.

6 8. After extensive negotiations and discussions regarding the strengths and
7 weaknesses of Plaintiffs' claims, Defendant's defenses, and Defendant's financial condition, the
8 Parties were able to reach a resolution, the material terms of which are encompassed within the
9 Settlement Agreement. Attached as **Exhibit 1** is a true and correct copy of the Class Action and
10 PAGA Settlement Agreement and Class Notice ("Settlement Agreement").

11 9. The Parties used the Los Angeles Superior Court's Form Class Action and PAGA
12 Settlement Agreement and Class Notice. A document showing the edits the Parties made to the
13 template in redline is attached to the Declaration of Justin F. Marquez as **Exhibit 2**.

14 10. Class Counsel submitted the proposed Settlement to the LWDA before filing the
15 Motion for Preliminary Approval.

16 11. I requested several bids from experienced class action settlement administrators to
17 handle the responsibilities of the Settlement Administrator under this Settlement. The Parties
18 accepted the bid of Apex Class Action, LLC ("Apex"). Apex has multiple years of experience in
19 the field of Class Action Administration, particularly in the wage and hour arena. In its bid, Apex
20 agreed to cap its costs at \$9,500.00 if there are 400 class members. Apex's bid also accounts for
21 Notice in English and Spanish. A true and correct copy of the bid is attached hereto as Exhibit B
22 to the Declaration of Sean Hartranft.

23 12. Plaintiffs do not have any interest, financial or otherwise, in the proposed third-
24 party administrator, Apex.

25 13. No one at Wilshire Law Firm, PLC (meaning the law firm itself and anyone
26 employed at the law firm) has any interest, financial or otherwise, in the proposed third-party
27 administrator, Apex, or Cy Pres, Legal Aid at Work.

28 14. Wilshire Law Firm, PLC has a fee-splitting agreement with Messrelian Law Inc.,

counsel for Plaintiff Doss.

15. Class Counsel is not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

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

17. Based on an analysis of the facts and legal contentions in this case, documents and information from Defendant, I evaluated Defendant's maximum exposure. I took into account the risk of not having the claims certified and the risk of not prevailing at trial, even if the claims are certified. After using the data Defendant provided, including class member timekeeping and payroll records, as well as class member demographics (i.e., the number of class members, workweeks, and average total compensation of the class), with the assistance of a statistics expert, I created a damages model to evaluate the realistic range of potential recovery for the class. The damages model is based on the following benchmarks:

Total Class Members: 331
Terminated Class Members during 3-year statute: 180
Total Workweeks: 14,500
Total Shifts Worked by the Class: 63,098
PAGA Pay Periods: 3,300
PAGA Eligible Employees: 215
Avg. Hourly Rate: \$15.00

18. Based on Plaintiffs' discovery and investigation, Class Counsel reached the conclusion that Defendant: failed to pay class members for all hours worked (including overtime wages); required its employees to work "off-the-clock" prior to clocking in for the workday,

1 during meal periods, and after clocking out for the workday; had a policy and practice of not
2 providing its employees with California compliant meal and rest periods which it did not pay
3 appropriate premiums for; and Defendant failed to reimburse its employees for business-related
4 expenses. Defendant denied these claims.

5 19. Plaintiffs allege that Defendant failed to pay for all hours worked, including
6 minimum wages, straight time wages, and overtime wages, by requiring class members to work
7 off-the-clock, unpaid. For purposes of calculating Defendant's liability based on a best-case
8 scenario for Plaintiffs and the Class, I estimate that Defendant's maximum potential exposure by
9 assuming that all unpaid work time should have been paid at the overtime rate, not minimum or
10 straight time wages, and I assumed that Defendant is liable for 30 minutes of unpaid worktime per
11 week. This results in an estimate of \$163,125.00 (14,500 weeks * \$15.00 hourly overtime rate *
12 1.5 overtime rate * 0.5 hours of unpaid work per week), but I discounted this figure by 80% to
13 account for the difficulty of prevailing on a motion for class certification and a trial on the merits
14 because liability depends on whether Defendant knew or should have known that class members
15 were working off-the-clock, yielding a realistic damage estimate of \$32,625.00.²

16 20. With respect to the meal period claim, Plaintiffs allege that Defendant required them
17 and similarly situated class members to either work in lieu of taking meal periods or their meal
18 periods were untimely or interrupted. My expert analyzed Defendant's timekeeping records and
19 opined that approximately 50% of all meal breaks (31,549 shifts) had violations of short, missed,
20 or no meal periods. Potential liability for the meal period claim is \$473,235.00 (31,549 * \$15.00).
21 I discounted this figure by 80% to account for the difficulty of certifying and proving meal period
22 claims, yielding a realistic damage estimate of \$94,647.00.

23 21. With respect to the rest period claim, Plaintiffs allege that Defendant required them
24 and similarly situated class members to work in lieu of taking rest periods or their rest periods were
25 interrupted. Assuming a 25% violation rate for the class period based on Plaintiffs' and other class
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27 ² An 80% discount for risk at certification and trial is reasonable because the Judicial Council of California
28 found that only 21.4% of all class actions were certified either as part of a settlement *or* as part of a contested
certification motion. (See Findings of the Study of California Class Action Litigation, 2000-2006, available at <http://www.courts.ca.gov/documents/class-action-lit-study.pdf>.)

1 members' experience working for Defendant, Defendant's potential liability for the rest period
2 claim is \$236,617.50 (63,098 shifts * 0.25 * \$15.00); however, I discounted this figure by 80% to
3 account for the difficulty of certifying and proving rest period claims, particularly because rest
4 periods do not have to be recorded and to account for the possibility of class members voluntarily
5 choosing to forego a rest period, yielding a realistic damage estimate of \$47,323.50.

6 22. Plaintiffs further allege that Defendant failed to reimburse necessary business
7 expenses. Defendant's employees (including Plaintiffs) were frequently required to use their
8 personal cell phones to communicate with their supervisors and managers about work-related
9 duties. This included communication regarding their schedules and/or the following day's or
10 week's tasks. Additionally, Plaintiffs and other employees were also required to purchase heavy-
11 duty work boots and tools (such as high-powered flashlights) to complete their job duties.
12 Additionally, Plaintiffs and other employees were required to use their personal vehicles to
13 complete work-related duties, for which they were not compensated. For purposes of calculating
14 Defendant's liability based on a best case scenario for Plaintiffs and the Class, I estimated that
15 Defendant was liable to each class member for \$40 per month (or \$10 per workweek) in
16 unreimbursed expenses, for a total amount of \$145,000.00 (\$10 * 14,500 workweeks); however, I
17 discounted this figure by 80% to account for the difficulty of certifying and proving expense
18 reimbursement claims, particularly in light of written policies and practices providing a mechanism
19 for class member's to seek reimbursement, yielding a realistic damage estimate of \$29,000.00.

20 23. In sum, I estimated that Plaintiffs' maximum recovery for the off-the-clock claim,
21 meal period violations, rest period violations, and failure to reimburse expenses is \$1,017,977.50,
22 but, after factoring in the risk and uncertainty of prevailing at certification and trial, I estimate that
23 Plaintiffs' realistic estimated recovery for the non-penalty claims is \$203,595.50.

24 24. With respect to Plaintiffs' derivative claims for statutory and civil penalties,
25 Plaintiffs estimated that Defendant's realistic potential liability is \$259,450.00. While Defendant's
26 maximum potential liability for waiting time penalties is \$648,000.00 based on approximately 180
27 terminated class members during the 3-year statute of limitations period (180 * 15.00 * 8 hours *
28 30 days), \$319,250.00 for inaccurate wage statements based on approximately 215 class members

1 who worked 3,300 pay periods within the 1-year statute of limitations period ($\$50 * 215 + \$100 *$
2 3,085), and \$330,000.00 for PAGA violations based on the Court assessing a \$100 penalty for
3 initial violations for all 3,300 pay periods within the 1-year statute of limitations period, I believe
4 that it would be unrealistic to expect the Court to award the full \$1,297,250.00 in penalties given
5 Defendant's defenses, the contested nature of Plaintiffs' claims, and the discretionary nature of
6 penalties. Considering that the underlying claims are realistically estimated to be \$203,595.50,
7 such a disproportionate award would also raise due process concerns. Weighing these factors and
8 applying a discount of 80% to account for the risk and uncertainty of prevailing at trial, I arrived
9 at \$259,450.00 for statutory and civil penalties.

10 25. Using these estimated figures, Plaintiffs predicted that the realistic maximum
11 recovery for all claims, including penalties, would be \$463,045.50. This means that the
12 \$222,500.00 settlement figure represents 48% of the realistic maximum recovery ($\$222,500.00 /$
13 $\$463,045.50 = 48\%$). Considering the risk and uncertainty of prevailing at class certification and
14 at trial, this is an excellent result for the Class.³ Indeed, because of the proposed Settlement, class
15 members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

16 26. While Plaintiffs are confident in the merits of their claims, a legitimate controversy
17 exists as to each cause of action. Plaintiffs also recognize that proving the amount of wages due
18 to each Class Member would be an expensive, time-consuming, and uncertain proposition.

19 27. Likewise, Defendant presented an inability to pay at mediation and provided
20 financial records to Plaintiffs' counsel to review prior to the mediation. This production included
21 Defendant's tax returns from 2019 to 2021 and information regarding an SBA loan. Plaintiffs'
22 counsel utilized a financial expert, Heather Xitco, to review these documents and provide advice
23 on Defendant's financial condition.

24 28. This Settlement avoids the risks and the accompanying expense of further litigation

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26 ³ See, e.g., *Wise v. Ulta Salon, Cosmetics & Fragrance, Inc.* (E.D. Cal. Aug. 21, 2019) 2019 WL 3943859 at
27 *8 (granting preliminary approval where the proposed allocation to settle class claims was between 9.53 percent of
28 Plaintiffs' maximum recovery); *Bravo v. Gale Triangle, Inc.* (C.D. Cal. Feb 16, 2017) 2017 WL 708766 at * 10
(finding that "a settlement for fourteen percent recovery of Plaintiffs' maximum recovery is reasonable"); *In re*
Omnivision Techs., Inc. (N.D. Cal. 2008) 559 F.Supp.2d 1036, 1042 (approving settlement amount that "is just over
9% of the maximum potential recovery asserted by either party.").

1 and a potential bankruptcy from Defendant. Although the Parties had engaged in a significant
2 amount of investigation, informal discovery and class-wide data analysis, the Parties had not yet
3 completed formal written discovery. Plaintiffs intended to depose corporate officers and managers
4 of Defendant. Moreover, preparation for class certification and a trial remained for the Parties as
5 well as the prospect of appeals in the wake of a disputed class certification ruling for Plaintiffs
6 and/or adverse summary judgment ruling. Had the Court certified any claims, Defendant could
7 move to decertify the claims. As a result, the Parties would incur considerably more attorneys'
8 fees and costs through trial.

9 29. The Net Settlement Amount available for Class Member settlement payments is
10 estimated to be \$83,833.33 for a class of 331 persons.⁴ As a result, each Settlement Class Member
11 is eligible to receive an average net benefit of approximately \$253.27.

12 30. The proposed Settlement of \$222,500.00, therefore, represents a substantial
13 recovery when compared to Plaintiffs' reasonably forecasted recovery. When considering the risks
14 of litigation, the risk of a bankruptcy, the uncertainties involved in achieving class certification,
15 the burdens of proof necessary to establish liability, the probability of appeal of a favorable
16 judgment, it is clear that the settlement amount of \$222,500.00 is within the "ballpark" of
17 reasonableness, and preliminary settlement approval is appropriate.

18 ENHANCEMENT AWARDS FOR PLAINTIFFS ARE REASONABLE

19 31. Class Counsel represents that Plaintiffs devoted a great deal of time and work
20 assisting counsel in the case, communicated with counsel very frequently for litigation and to
21 prepare for mediation, and were frequently in contact with Class Counsel during the mediation.
22 Plaintiffs' requested enhancement awards are reasonable, particularly in light of the substantial
23 benefits Plaintiffs generated for all class members.

24 32. Throughout this Litigation, Plaintiffs, who are former employees of Defendant, have
25 cooperated immensely and have taken many actions to protect the interests of the class. Plaintiffs
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27 ⁴ The Net Settlement Amount is: \$222,500.00 minus \$74,166.67 for Class Counsel's attorneys' fees,
28 \$20,000.00 for Class Counsel's litigation expenses, \$9,500.00 in administration costs, \$15,000.00 for the PAGA
payment, the \$5,000.00 allocated to Plaintiff Doss' individual wage and hour claims, and \$15,000.00 for the class
representative service awards to Plaintiffs.

1 provided valuable information regarding the off-the-clock, meal period, and rest period claims.
2 Plaintiffs also informed my office and Mr. Messrelian' s office of developments and information
3 relevant to this action, participated in decisions concerning this action, and made themselves
4 available to answer questions during the mediation. Before we filed this case, Plaintiffs provided
5 my office and Mr. Messrelian's office with documents regarding the claims alleged in this action.
6 The information and documentation provided by Plaintiffs was instrumental in establishing the
7 wage and hour violations alleged in this action, and the recovery provided for in the Settlement
8 Agreement would have been impossible to obtain without Plaintiffs' participation.

9 33. At the same time, Plaintiffs faced many risks in adding themselves as the class
10 representative in this matter. Plaintiffs faced actual risks with their future employment, as putting
11 themselves on public record in an employment lawsuit could also very well affect their likelihood
12 for future employment. Furthermore, as part of this Settlement, Plaintiffs are executing general
13 releases of all claims against Defendant.

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

20 35. In the final analysis, this class action would not have been possible without the aid
21 of Plaintiffs, who put their own time and effort into this Litigation, sacrificed the value of their
22 own individual claims, and placed themselves at risk for the sake of the class members. The
23 requested enhancement awards for Plaintiffs for their service as the class representatives and for
24 their general release of all individual claims is a relatively small amount of money when the time
25 and effort put into the Litigation are considered and in comparison to enhancements granted in
26 other class actions. The requested incentive award is therefore reasonable to compensate Plaintiffs
27 for their active participation in this lawsuit. Indeed, in *Karl Adams, III, et al. v. MarketStar*
28 *Corporation*, et al., No. 2:14-cv-02509-TLN-DB, a wage and hour class action alleging that class

1 members were misclassified as exempt outside salespersons, I was co-lead Class Counsel and
2 helped negotiate a \$2.5 million class action settlement for 339 class members, and the court
3 approved a \$25,000.00 class representative incentive award for each named Plaintiffs.

4 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

5 36. The Settlement provides for attorneys' fees payable to Class Counsel in an amount
6 up to 33.333333% of the Gross Settlement Amount, for a maximum fees award of \$74,166.67, plus
7 actual costs and expenses not to exceed \$20,000.00. The proposed award of attorneys' fees to
8 Class Counsel in this case can be justified under either method – lodestar or percentage recovery.
9 Class Counsel, however, intend to base the proposed award of fees, costs and expenses on the
10 percentage method as many of the entries in the time records will have to be redacted to preserve
11 attorney-client and attorney work product privileges.

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

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

19 39. The risk to my office has been very significant, particularly if we would not be
20 successful in pursuing this class action. In that case, we would have been left with no compensation
21 for all the time taken in litigating this case. Indeed, I have taken on a number of class action cases
22 that have resulted in thousands of attorney hours being expended and ultimately having
23 certification denied or the defendant company going bankrupt. The contingent risk in these types
24 of cases is very real and they do occur regularly. Furthermore, we were precluded from focusing
25 on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

26 40. Because most individuals cannot afford to pay for representation in litigation on an
27 hourly basis, Wilshire Law Firm, PLC represents virtually all of its employment law clients on a
28 contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless

1 we prevail at trial or successfully settle our clients' cases. Because Wilshire Law Firm, PLC is
2 taking the risk that we will not be reimbursed for our time unless our client settles or wins his or
3 her case, we cannot afford to represent an individual employee on a contingency basis if, at the
4 end of our representation, all we are to receive is our regular hourly rate for services. It is essential
5 that we recover more than our regular hourly rate when we win if we are to remain in practice so
6 as to be able to continue representing other individuals in civil rights employment disputes.

7 MY EXPERIENCE AND QUALIFICATIONS

8 41. Wilshire Law Firm, PLC was selected by Best Lawyers and U.S. News & World
9 Report as one of the nation's Best Law Firms for every year since 2020 and is comprised of over
10 70 attorneys and over 500 employees. Wilshire Law Firm, PLC is actively and continuously
11 practicing in employment litigation, representing employees in both individual and class actions
12 in both state and federal courts throughout California.

13 42. Wilshire Law Firm, PLC is qualified to handle this Litigation because its attorneys
14 are experienced in litigating Labor Code violations in both individual, class action, and
15 representative action cases. Wilshire Law Firm, PLC has handled, and is currently handling,
16 numerous wage and hour class action lawsuits, as well as class actions involving consumer rights
17 and data privacy litigation.

18 43. I graduated from the University of California, Los Angeles's College Honors
19 Program in 2004 with Bachelor of Arts degrees in History and Japanese, *magna cum laude* and *Phi*
20 *Beta Kappa*. As an undergraduate, I also received a scholarship to study abroad for one year at
21 Tokyo University in Tokyo, Japan. I received my Juris Doctor from Notre Dame Law School in
22 2008.

23 44. My practice is focused on advocating for the rights of consumers and employees in
24 class action litigation and appellate litigation. I am currently the primary attorney in charge of
25 litigating several class action cases in state and federal courts across the United States.

26 45. I have received numerous awards for my legal work. From 2017 to 2020, Super
27 Lawyers selected me as a "Southern California Rising Star," and from 2022 to 2024, I was selected
28 as a "Southern California Super Lawyer." I was selected as one of the "Best Lawyers in America"

1 in 2023 and 2024. In 2016 and 2017, the National Trial Lawyers selected me as a “Top 40 Under
2 40” attorney. I am also rated 10.0 (“Superb”) by Avvo.com.

3 46. In 2024, I, along with my colleagues at Wilshire Law Firm, received a CLAY
4 (California Lawyer Attorneys of the Year) award for my work on a false advertising case against
5 Apple which ultimately led to a \$25 million settlement.

6 47. I am on the California Employment Lawyers Association (“CELA”)’s Wage and
7 Hour Committee and Mentor Committee. I have been selected to speak at multiple CELA
8 conferences throughout my career – in 2019, I spoke on the topic of manageability of class actions
9 at CELA’s 2019 Advanced Wage & Hour Seminar, and in 2024, I spoke on the topic of dealing
10 with multiple cases against the same defendant at CELA’s 2024 Advanced Wage & Hour Seminar.
11 Since 2013, I have actively mentored young attorneys through CELA’s mentorship program.

12 48. I am also a past member of the Consumer Attorneys of California (“CAOC”). In
13 2020, I was selected for a position on CAOC’s Board of Directors. I am also a past member of
14 CAOC’s Diversity Committee, and I helped assist the CAOC in defeating bills that harm
15 employees. Indeed, I recently helped assist Jacqueline Serna, Esq., Legislative Counsel for CAOC,
16 in defeating AB 443, which proposed legislation that sought to limit the enforceability of California
17 Labor Code § 226.

18 49. As the attorney responsible for day-to-day management of this matter at the
19 Wilshire Law Firm, PLC, I have over fourteen years of experience with litigating wage and hour
20 class actions. Over the last fourteen years, I have managed and assisted with the litigation and
21 settlement of several wage and hour class actions. In those class actions, I performed similar tasks
22 as those performed in the course of prosecuting this action. My litigation experience includes:

23 a. I served as lead or co-lead in negotiating class action settlements worth over \$10
24 million in gross recovery to class members for each year since 2020, including over
25 \$37.5 million in 2022 and over \$75 million in 2023.

26 b. I was part of the team of attorneys that prevailed in *Moore v. Centrelake Medical*
27 *Group, Inc.* (2022) 83 Cal.App.5th 515, the first California appellate decision in a
28 data breach class action holding that consumer plaintiffs adequately alleged injury

1 in fact under the benefit of the bargain theory and monitoring-costs theory.

- 2 c. In 2022, Top Verdict recognized Wilshire Law Firm and myself for having one case
3 in the Top 20 Labor & Employment Settlements (including number 19 for the \$4.1
4 million settlement in The FPI Management Wage and Hour Cases) and four
5 additional cases in the Top 50 Labor & Employment Settlements (numbers 36, 39,
6 41, and 49).
- 7 d. In 2021, Top Verdict recognized Wilshire Law Firm and myself for having one case
8 in the Top 20 Labor & Employment Settlements (including number 19 for the \$1.6
9 million settlement in *Moreno v. Pretium Packaging, L.L.C*) and four additional
10 cases in the Top 50 Labor & Employment Settlements (numbers 27, 30, 33, and 37).
- 11 e. To my knowledge, I am the only attorney to appear on each of the following Top
12 Verdict lists for 2018 in California: Top 20 Civil Rights Violation Verdicts, Top 20
13 Labor & Employment Settlements, and Top 50 Class Action Settlements.
- 14 f. As lead counsel, on April 29, 2021, I prevailed against CVS Pharmacy, Inc. by
15 winning class certification on behalf of hundreds of thousands of consumers for
16 misleading advertising claims in *Joseph Mier v. CVS Pharmacy, Inc.*, U.S. Dist. Ct.
17 C.D. Cal. no. SA CV 20-1979-DOC-(ADSx).
- 18 g. As lead counsel, I prevailed against Bank of America by: winning class certification
19 on behalf of thousands of employees for California Labor Code violations; defeating
20 appellate review of the court's order certifying the class; defeating summary
21 judgment; and defeating a motion to dismiss. (*Frausto v. Bank of America, N.A.*
22 (N.D. Cal. 2019) 334 F.R.D. 192, 2020 WL 1290302 (9th Cir. Feb. 27, 2020), 2019
23 WL 5626640 (N.D. Cal. Oct. 31, 2019), 2018 W.L. 3659251 (N.D. Cal. Aug. 2,
24 2018)). The decision certifying the class in *Frausto* is also discussed in Class
25 Certification Under Fed. R. Civ. P. 23 in Action by Information Technology or Call
26 Center Employees for Violation of State Law Wage and Hour Rules, 35 A.L.R. Fed.
27 3d Art. 8.
- 28 h. I was the primary author of the class certification and expert briefs in *ABM*

1 *Industries Overtime Cases* (2017) 19 Cal.App.5th 277, a wage and hour class action
2 for over 40,000 class members for off-the-clock, meal period, split shift, and
3 reimbursement claims. *ABM Industries Overtime Cases* is the first published
4 California appellate authority to hold that an employer’s “auto-deduct policy for
5 meal breaks in light of the recordkeeping requirements for California employers is
6 also an issue amenable to classwide resolution.” (*Id.* at p. 310.)⁵ Notably, the Court
7 of Appeal also held that expert analysis of timekeeping records can also support the
8 predominance requirement for class certification. (*Id.* at pp. 310-11.) In 2021, the
9 case settled for \$140 million, making it one of the largest ever wage and hour class
10 action settlements for hourly-paid employees in California.

- 11 i. I briefed, argued, and won *Yocupicio v. PAE Group, LLC* (9th Cir. 2015) 795 F.3d
12 1057. The Ninth Circuit ruled in my client’s favor and held that non-class claims
13 under the PAGA cannot be used to calculate the amount in controversy under the
14 Class Action Fairness Act (“CAFA”). This case is cited in several leading treatises
15 such as Wright & Miller’s Federal Practice & Procedure, and Newberg on Class
16 Actions. In October 2016, the U.S. Supreme Court denied review of a case that
17 primarily concerned *Yocupicio*. That effort was led by Theodore J. Boutrous, who
18 brought the cert petition, with amicus support from a brief authored by Andrew J.
19 Pincus.⁶ Considering that leading Supreme Court practitioners from the class action
20 defense bar were very motivated in undermining *Yocupicio* case, but failed, this
21 demonstrates the national importance of the *Yocupicio* decision.
- 22 j. On December 13, 2018, the United States District Court granted final approval of
23 the \$2,500,000 class action settlement in *Mark Brulee, et al. v. DAL Global Services,*
24 *LLC* (C.D. Cal. Dec. 13, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659 in
25 which I served as lead counsel. In doing so, the Court found: “Class Counsel’s

26
27 ⁵ As a California district court observed before the *ABM Industries Overtime* decision,
28 “[t]he case law regarding certification of auto-deduct classes is mixed.” (*Wilson v. TE Connectivity*
Networks, Inc. (N.D. Cal. Feb. 9, 2017) No. 14-CV-04872-EDL, 2017 WL 1758048, *7.)

⁶ <http://www.chamberlitigation.com/cases/abm-industries-inc-v-castro>.

1 declarations show that the attorneys are experienced and successful litigators.” (*Id.*
2 at p. *10.)

3 k. *Gasio v. Target Corp.* (C.D. Cal. Sep. 12, 2014) 2014 U.S. Dist. LEXIS 129852, a
4 reported decision permitting class-wide discovery even though the employer has a
5 lawful policy because “[t]he fact that a company has a policy of not violating the
6 law does not mean that the employees follow it, which is the issue here.” The court
7 also ordered defendant to pay for the cost of *Belaire-West* notice.

8 l. In 2013, I represented a whistleblower that reported that his former employer was
9 defrauding the State of California with the help of bribes to public employees. The
10 case, a false claims (*qui tam*) action, resulted in the arrest and criminal prosecution
11 of State of California employees by the California Attorney General’s Office.

12 m. In 2013, I was part of a team of attorneys that obtained conditional certification for
13 over 2,000,000 class members in a federal labor law case for misclassification of
14 independent contractors that did crowdsourced work on the Internet, *Otey v.*
15 *CrowdFlower, Inc.*, N.D. Cal. Case No. 12-cv-05524-JST (MEJ), resulting in the
16 following pro-plaintiff reported decisions:

17 i. 2013 U.S. Dist. LEXIS 151846 (N.D. Cal. Oct. 22, 2013) (holding that an
18 unaccepted Rule 68 offer doesn’t moot plaintiff’s claims, and granting
19 plaintiff’s motion to strike defendant’s affirmative defenses based on
20 *Twombly/Iqbal*).

21 ii. 2013 U.S. Dist. LEXIS 122007 (N.D. Cal. Aug. 27, 2013) (order granting
22 conditional collective certification).

23 iii. 2013 U.S. Dist. LEXIS 95687 (N.D. Cal. July 8, 2013) (affirming the
24 magistrate judge’s discovery ruling which held that “evidence of other
25 sources of income is irrelevant to the question of whether a plaintiff is an
26 employee within the meaning of the FLSA”).

27 iv. 2013 U.S. Dist. LEXIS 91771 (N.D. Cal. June 20, 2013) (granting broad
28 discovery because “an FLSA plaintiff is entitled to discovery from locations

1 where he never worked if he can provide some evidence to indicate
2 company-wide violations”).

3 n. From 2012 to 2013, I was part of a team of attorneys that obtained class certification
4 for over 60,000 class members for off-the-clock claims, *Linares v. Securitas*
5 *Security Services USA, Inc.*, Los Angeles Superior Court, Case No. BC416555. We
6 also successfully opposed subsequent appeals to the California Court of Appeal and
7 California Supreme Court.

8 50. My current contingent billing rate of \$1,500.00 per hour is consistent with my actual
9 billing rate for paid legal industry consulting services, my practice area, lead appellate experience
10 in the Ninth Circuit Court of Appeals, numerous awards received, legal market and accepted hourly
11 rates:

12 a. I have been paid for legal industry consulting services at \$1,500 per hour by
13 Gerson Lehrman Group (GLG), a company that provides financial information and
14 advises investors and consultants with business clients seeking expert advice. GLG
15 is one of the largest companies that provides expert consulting services. GLG’s
16 clients include corporations, hedge funds, private equity firms, and consulting firms.
17 I have worked with GLG on numerous occasions at a rate of \$1,500 per hour,
18 including on three recent occasions in October and November of 2023.

19 b. On January 11, 2024, the Hon. Laurel Beeler of the United States District Court,
20 Northern District of California approved my \$1,500 hourly rate when she granted
21 final approval of the class action settlement in *Suarez v. Bank of America, N.A.*
22 (N.D. Cal. Jan. 11, 2024), No. 18-cv-01202-LB, 2024 WL150721, *3 (“As for
23 the lodestar cross-check, the billing rates are normal and customary for
24 timekeepers with similar qualifications and experience in the relevant market.”)

25 c. My \$1,500 hourly rate was approved by many California state courts:

26 1. On December 8, 2023, the Hon. Marcella O. McLaughlin of the San
27 Diego County Superior Court approved my \$1,500 hourly rate when
28 she granted final approval of the class action settlement in *Payabyab*

1 *v. Bridge Hospice, LLC*, Case No. 7-2021-00046218-CU-OE-CTL.

2 2. On January 11, 2024, the Hon. Harold Hopp of the Riverside County
3 Superior Court approved my \$1,500 hourly rate when he granted
4 final approval of the class action settlement in *Gutierrez v. Next Level*
5 *Door & Millwork, Inc.*, Case No. CVRI2105455.

6 3. On January 19, 2024, the Hon. Lauri A. Damrell of the Sacramento
7 County Superior Court approved my \$1,500 hourly rate when she
8 granted final approval of the class action settlement in *Sunshine*
9 *Retirement Wage and Hour Cases*, Case No. JCCP 5247.

10 4. On January 26, 2024, the Hon. Loren G. Freestone of the San Diego
11 Superior Court approved my \$1,500 hourly rate when he granted
12 final approval of the class action settlement in *Lupercio v. Western*
13 *CNC, Inc.*, Case No. 37-2021-00010314-CU-OE-CTL.

14 5. On February 1, 2024, the Hon. Joseph T. Ortiz of the San Bernardino
15 Court approved by \$1,500 hourly rate when he granted final approval
16 of the class action settlement in *Jackson, et al. v. Apple Valley*
17 *Communications, Inc.*, et al., Case No. CIVSB2124721.

18 6. On February 2, 2024, the Hon. Harold Hopp of the Riverside County
19 Superior Court approved by \$1,500 hourly rate when he granted final
20 approval of the class action settlement in *Barrera v. Paradise*
21 *Chevrolet Cadillac*, Case No. CVSW2107199.

22 d. On May 6, 2022, the Hon. Jay A. Garcia-Gregory of the United States District
23 Court in Puerto Rico approved my then \$850 hourly rate when he granted final
24 approval of the class action settlement in *Serrano v. Inmediata Corp.*, No. 3:19-
25 cv-01811-JAG, Dkt. 57 (U.S. Dist. Ct. P.R. May 6, 2022).

26 e. On September 9, 2021, the Hon. Peter Wilson of the Orange County Superior Court
27 approved my then \$800 hourly rate when he granted final approval of the class
28 action settlement in *Ricardo Campos Hernandez v. Adams Iron Co., Inc.*, No. 30-

2019-01066522-CU-OE-CXC.

- f. On August 6, 2021, the Hon. Stanley Blumenfeld, Jr. of the United States District Court granted final approval of the \$1,600,000 class action settlement in *Carlos Moreno v. Pretium Packaging, Inc.* (C.D. Cal. Aug. 6, 2021) No. 8:19-cv-02500-SB-DFM, 2021 WL 3673845 in which I served as lead counsel. In doing so, the Court approved my then \$750 hourly rate after finding it was “reasonable, given the qualifications of the attorneys who worked on this matter.” (*Id.* at p. *3.)
- g. On January 19, 2021, the Hon. Elihu M. Berle of the Los Angeles County Superior Court approved my then \$750 hourly rate when he granted final approval of the class action settlement in *Faye Zhang v. Richemont North America, Inc.*, Case No. 19STCV32396.

51. The reasonableness of my firm’s hourly rates is also supported by several surveys of legal rates, including the following:

- 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 3**.
- 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 4**.

52. Arrash T. Fattahi is a fourth-year Managing Associate at Wilshire Law Firm. He is

1 admitted to practice law in the State of California and the Central, Southern, Eastern, and Northern
2 Districts of California. Arrash graduated from the University of California, Los Angeles, with a
3 Bachelor of Arts in Political Science, *summa cum laude*. He received his Juris Doctor from The
4 George Washington University Law School. During law school, he was a member of the student
5 editorial board for the *Federal Circuit Bar Journal*. Since January 2021, his practice has mainly
6 been focused on wage and hour class action litigation. His current contingent billing rate for this
7 case is \$600 per hour.

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

19 54. Zachary D. Greenberg was an Associate Attorney at Wilshire Law Firm. Zachary
20 was admitted to the State Bar of California in 2020 and has since been admitted to the United States
21 District Court for the Central District of California and the United States Court of Appeals for the
22 Ninth Circuit. Zachary received a Bachelor of Arts in International Business and a Minor in
23 Economics from Western Washington University. He received his Juris Doctor from Loyola Law
24 School. Zachary's practice has been primarily focused on complex class and representative action
25 litigation. His current contingent billing rate for this case is \$450 per hour. Zachary D. Greenberg
26 is no longer with Wilshire Law Firm.

27 55. Bradford Smith is a Law and Motion Attorney at Wilshire Law Firm. He graduated
28 from the University of California, Irvine with a Bachelor of Arts in History and received his Juris

1 Doctor from Loyola Law School, Los Angeles in 2022. He was admitted to practice law in the
2 State of California in 2022. Before joining Wilshire Law Firm, he worked at a law firm
3 specializing in insurance defense litigation. His focus now is on wage and hour class action
4 litigation. His current contingent billing rate for this case is \$450 per hour.

5 56. My firm has a fee sharing agreement with Messrelian La Inc. that was memorialized
6 as a Joint Prosecution Agreement. Under the Agreement, Wilshire Law Firm will receive 75% of
7 the fees collected in this matter and Messrelian Law Inc. will receive 25% of the fees collected in
8 this matter. Both Plaintiffs have consented to this fee split in a separate joint prosecution agreement
9 between the law firms and have signed the agreement. Upon request from the Court, Plaintiffs'
10 counsel can provide a copy of the Joint Prosecution Agreement.

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

13 Executed on June 28, 2024, at Los Angeles, California.

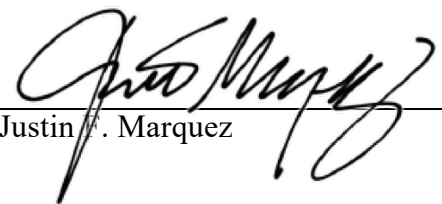
14
15 
16 Justin F. Marquez
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Exhibit 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between the Parties to the actions entitled Thomas Brown (“Plaintiff Brown”) v. Fidelity Security Services, Inc. (“Fidelity” or “Defendant”), case numbers 21STCV31617 (the “Class Matter”) and 21STCV43378 (the “PAGA Matter”) (the Class Matter and the PAGA Matter are referred to as the “Brown Matters”), and Anthony Doss (“Plaintiff Doss”) v. Fidelity Security Services, Inc. and Ahmadshah Ahmadi (collectively, “Defendants”), case no. 21STCV08643 (the “Doss Matter”). Plaintiffs Thomas Brown and Anthony Doss are referred to collectively as “Plaintiffs”, and with Defendant, the “Parties.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiff Brown’s lawsuits alleging wage and hour violations against Defendant, captioned (1) *Thomas Brown v. Fidelity Security Services, Inc.*, Los Angeles County Superior Court, Case No. 21STCV31617, or the Class Matter, initiated on August 26, 2021; (2) *Thomas Brown v. Fidelity Security Services, Inc.*, Los Angeles County Superior Court, Case No. 21STCV43378, initiated on November 24, 2021, or the PAGA Matter under Labor Code section 2699, *et seq.*; and (3) *Anthony Doss v. Fidelity Security Services, Inc. and Ahmadshaw Ahmadi*, Los Angeles County Superior Court, Case No. 21STCV08643, or the Doss Matter, initiated on March 4, 2021.
- 1.2. “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Defendant in California and classified as a non-exempt who worked for Defendant during the PAGA Period.
- 1.5. “Class” means a person employed by Defendant in California and classified as non-exempt who worked for Defendant during the Class Period.
- 1.6. “Class Counsel” means Justin F. Marquez, Christina M. Le, and Zachary D. Greenberg of Wilshire Law Firm, PLC, and Harout Messrelian of Messrelian Law.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Consolidated Action.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member’s mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS AND PAGA ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.11. “Class Period” means the period from March 1, 2017 to July 14, 2023.
- 1.12. “PAGA Period” means the period from December 29, 2019 to July 14, 2023.
- 1.13. “Class Representatives” means the named Plaintiffs in the operative First Amended Complaint (Thomas Brown and Anthony Doss) seeking Court approval to serve as Class Representatives.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County Los Angeles.
- 1.16. “Defendant” means Fidelity Security Services, Inc.
- 1.17. “Defense Counsel” means Howard M. Knee, Taylor C. Morosco, and Nicole Wentworth of Blank Rome.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means \$222,500.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below, if applicable. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representatives Service Payment and the Administrator’s Expenses.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representatives Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

- 1.31. “PAGA Period” means the period from December 29, 2019 to July 14, 2023.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.33. “PAGA Notice” means Plaintiff Brown’s September 9, 2021, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), and Plaintiff Doss’ November 24, 2020, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a),
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$3,750.00) and the 75% to LWDA (\$11,250.00) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiffs” means Thomas Brown and Anthony Doss, the named Plaintiffs in the First Amended Class and Representative Action Complaint which will be filed after the Parties file a stipulation to amend.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.41. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

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

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

2. RECITALS.

2.1. On August 26, 2021, Plaintiff Thomas Brown commenced this Action by filing a Complaint alleging causes of action against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to reimburse necessary business expenditures; and (8) unfair business practices. On November 24, 2021, Plaintiff Thomas Brown filed a separate action under PAGA. On March 3, 2021, Plaintiff Doss filed an individual action against Fidelity. The Parties agree that Plaintiffs will file a First Amended Class and Representative Action Complaint (the “Operative Complaint”) adding all of Plaintiff Doss’ claims to the Brown Class Matter, which will also be combined with the Brown PAGA Matter. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On July 14, 2023, the Parties participated in an all-day mediation presided over by Hon. Mitchell Goldberg (ret.) which culminated with this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiffs obtained, through informal discovery, time and pay records for the putative class and class/PAGA demographic information. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.5. The Court has not granted class certification, and the Parties have agreed to conditional class certification for the purpose of this Settlement only.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$222,500.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1. To Plaintiffs: A Class Representative Service Payment to Plaintiff Thomas Brown in the amount of \$10,000.00 and a Class Representative Service Payment to Anthony Doss in the amount of \$5,000.00 (in addition to any Individual Class Payments and any Individual PAGA Payments the Class Representative are entitled to receive as Participating Class Members). Of the Maximum Settlement Amount, \$5,000.00 will be allocated to settlement of Plaintiff Doss' individual wage and hour claims (the "Doss Individual Settlement Amount") and the remaining \$217,500.00 will be allocated to settlement of the Class and PAGA actions (the "Class and PAGA Settlement Amount"). Defendant will not oppose Plaintiffs' requests for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.
- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.333333%, which is currently estimated to be \$74,166.67 and Class Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS

1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$10,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - 3.2.4.1. Tax Allocation of Individual Class Payments. 25% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 75% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$15,000.00 to be paid from the Gross Settlement Amount, with 75% (\$11,250.00) allocated to the LWDA PAGA Payment and 25% (\$3,750.00) allocated to the Individual PAGA Payments.
 - 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$3,750.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 331 Class Members who collectively worked a total of 14,500 Workweeks, and 215 Aggrieved Employees who worked a total of 3,300 PAGA Pay Periods.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall make a \$50,000.00 down payment upon the signing of this Long Form Settlement Agreement, which Plaintiffs will hold in trust as a good faith payment. Upon approval of the Class and PAGA Settlement Amount, Fidelity shall pay the remaining balance of the Maximum Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state

the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks Legal Aid at Work (the "Cy Pres Recipient"). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

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

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

6.1 Plaintiffs' Release. Plaintiffs and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA

Notice, or ascertained during the Action and released under 6.2, below. (“Plaintiffs’ Release.”) Plaintiffs’ Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs’ Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs’ discovery of them.

6.1.1 Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542.

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

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

6.2 Release by Participating Class Members Who Are Not Aggrieved Employees:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

6.3 Release by Non-Participating Class Members Who Are Aggrieved Employees:

All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and Plaintiffs’ PAGA Notices, and ascertained in the course of the Action.

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

7.1 Defendant’s Declaration in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts

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

- 7.2 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and the proposed Cy Pres; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, the Administrator, and the proposed Cy Pres; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement, obtaining a prompt hearing date for the Motion for Preliminary Approval, and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

- 8.1 Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 8.4 Notice to Class Members.
- 8.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 8.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 8.4.3 Not later than (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever ever are later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

8.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

8.7 Objections to Settlement.

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

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

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

- 8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 8.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or

invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

9. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE** Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 331 Class Members and 14,500 Total Workweeks during the Class period; *and* (2) there were 215 Aggrieved Employees who worked 3,300 Pay Periods during the PAGA Period. Should the actual number of workweeks during the Class Period increase beyond 10% of the 14,500 Workweeks, the Gross Settlement Amount shall increase proportionately for each additional workweek beyond 15,950.
10. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel.
11. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 11.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents

in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

- 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

13. ADDITIONAL PROVISIONS.

13.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve their right to, on any grounds available, to further contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed

to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 13.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Justin F. Marquez, Esq.

Erik A. Dos Santos, Esq.

Zachary D. Greenberg, Esq.

Wilshire Law Firm, PLC

3055 Wilshire Boulevard, 12th Floor

Los Angeles, CA 90010

Harout Messrelian, Esq.

Messrelian Law

500 North Central Avenue, Suite 840

Glendale, CA 91203

To Defendant:

Howard Knee, Esq.

Taylor Morosco, Esq.

Nicole Wentworth, Esq.

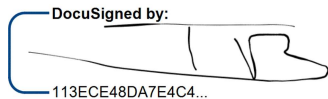
Blank Rome

2029 Century Park East, 6th Floor

Los Angeles, CA 90067

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

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

DocuSigned by:

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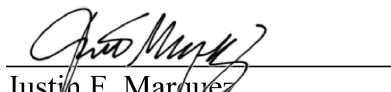
Plaintiff Thomas Brown

Defendant Fidelity Security Services, Inc.

Plaintiff Anthony Doss

Defendant Ahmadshah Ahmadi

Approved as to form:


Justin F. Marquez
Christina M. Le
Zachary D. Greenberg

Counsel for Plaintiff Brown

Howard Knee
Taylor Morosco
Nicole Wentworth

Counsel for Defendant

Glendale, CA 91203

To Defendant:
Howard Knee, Esq.
Taylor Morosco, Esq.
Nicole Wentworth, Esq.
Blank Rome
2029 Century Park East, 6th Floor
Los Angeles, CA 90067

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Plaintiff Thomas Brown

Anthony Doss
Anthony Doss (Apr 8, 2024 18:33 PDT)

Plaintiff Anthony Doss

DocuSigned by:
Shah Ahmadi
037750B87C58479...

Defendant Fidelity Security Services, Inc.

DocuSigned by:
Shah Ahmadi
037750B87C58479...

Defendant Ahmadshah Ahmadi

Approved as to form:

Justin F. Marquez
Christina M. Le
Zachary D. Greenberg

Counsel for Plaintiff Brown

Hen K

Howard Knee
Taylor Morosco
Nicole Wentworth

Counsel for Defendant



Harout Messrelian

Counsel for Plaintiff Doss

EXHIBIT A

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

Thomas Brown v. Fidelity Security Services, Inc., case number 21STCV31617 (the “Class Matter”) and *Thomas Brown v. Fidelity Security Services, Inc.*, case number 21STCV43378 (the “PAGA Matter), and *Athony Doss v. Fidelity Security Services, Inc., et al.*, case no. 21STCV08643 (the “Doss Matter”).

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

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

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

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

The above estimates are based on Defendant’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. *See* Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether

to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [date]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. <i>See Section 6 of this Notice.</i> You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will

but not the PAGA Settlement Written Objections Must be Submitted by [date]	include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. <i>See</i> Section 7 of this Notice.
You Can Participate in the [date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [date]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. <i>See</i> Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [date]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [date]. <i>See</i> Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum and straight time wages; failing to pay overtime wages; failing to provide meal periods; failing to authorize and permit rest periods; failing to timely pay final wages at termination; failing to provide accurate itemized wage statements; failing to reimburse necessary business expenditures; and unfair business practices. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Justin F. Marquez, Christina M. Le, Zachary D. Greenberg of Wilshire Law Firm, PLC and Harout Messrelian of Messrelian Law ("Class Counsel.")

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

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

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were

successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay \$222,500.00 as the Maximum Settlement Amount (Maximum Settlement Amount). Of the Maximum Settlement Amount, \$5,000.00 will be allocated to Plaintiff Anthony Doss’ settlement of his wage and hour individual claims (“Doss Individual Settlement Amount”), and the remaining \$217,500.00 will be allocated to the settlement of the wage and hour class and PAGA actions as the Gross Settlement Amount (“Gross Settlement Amount”). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Upon the signing of this Long Form Settlement Agreement, Defendant shall make a \$50,000.00 down payment made payable to the Wilshire Law Firm client trust around, which Plaintiffs will hold in trust as a good faith payment. Upon final approval of the Class and PAGA Settlement Amount, Defendant shall pay the remaining balance of the Gross Settlement Amount. If there is no final approval of the Class and PAGA Settlement Amount, Plaintiffs and Plaintiffs’ counsel shall immediately return the \$50,000.00 to Defendant. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$74,166.67 (33.333333% of the Gross Settlement] to Class Counsel for attorneys’ fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

- B. Up to \$10,000.00 as a Class Representative Award for Plaintiff Thomas Brown and \$5,000.00 for Class Representative Award for Plaintiff Anthony Doss for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payments.
- C. Up to \$10,000.00 to the Administrator for services administering the Settlement.
- D. Up to \$15,000.00 for PAGA Penalties, allocated 75% to the LWDA (\$11,250.00) and 25% (\$3,750.00) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to taxes and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably lost to you because they will be paid to a non-profit organization or foundation (the "Cy Pres").
- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [date], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [date] Response Deadline. The Request for Exclusion should be a letter from a Class

Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, and ascertained in the course of the Action, including failure to pay minimum and straight time wages; failure to pay overtime wages; failure to provide meal periods; failure to authorize and permit rest periods; failure to timely pay final wages at termination; failure to provide accurate itemized wage statements; and unfair business practices. Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do

not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

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

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

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and Plaintiffs' PAGA Notices, and ascertained in the course of the Action, including failure to pay minimum and straight time wages; failure to pay overtime wages; failure to provide meal periods; failure to authorize and permit rest periods; failure to pay all earned wages twice per month; failure to maintain accurate records of hours worked and meal periods; failure to timely pay final wages at termination; and failure to provide accurate itemized wage statements.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$3,750.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. You have until [date] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the

Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Thomas Brown, et al., v. Fidelity Security Services, Inc.* and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [date], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 days before the [date] Final Approval Hearing, Class Counsel and/or

Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website **[need details]**.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [date]**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Thomas Brown, et al., v. Fidelity Security Services, Inc.*, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [date] at [time] in Department 1 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc>). Feel free to check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

This Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [URL of website]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to

<http://www.lacourt.org/casesummary/ui/index.aspx> and entering the Case Number for the Action, Case No. 21STCV31617.

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

Class Counsel:

Justin F. Marquez
justin@wilshirelawfirm.com
Erik A. Dos Santos
edsantos@wilshirelawfirm.com
Zachary D. Greenberg
zgreenberg@wilshirelawfirm.com
Wilshire Law Firm
3055 Wilshire Boulevard, 12th Floor
Los Angeles, CA 90010 (213) 381-
9988

Settlement Administrator:

Apex Class Action Administration

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

Exhibit 2

~~MODEL~~ CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS ~~NOTICE~~ NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff _____ the Parties to the actions entitled Thomas Brown (“Plaintiff Brown”) v. Fidelity Security Services, Inc. (“Fidelity” or “Defendant”), case numbers 21STCV31617 (the “Class Matter”) and defendant XYZ _____ (“XYZ”). The Agreement refers to 21STCV43378 (the “PAGA Matter”) (the Class Matter and the PAGA Matter are referred to as the “Brown Matters”), and Athony Doss (“Plaintiff and XYZ Doss”) v. Fidelity Security Services, Inc. and Ahmadshah Ahmadi (collectively as “Parties,” or individually, “Defendants”), case no. 21STCV08643 (the “Doss Matter”). Plaintiffs Thomas Brown and Anthony Doss are referred to collectively as “Party Plaintiffs”, and with Defendant, the “Parties.”

1. DEFINITIONS.

1.1. ~~_____ “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against XYZ captioned~~

~~_____ initiated on _____ and pending in Superior Court of the State of California, County of Los Angeles.~~

1.1. _____ “Action” means Plaintiff Brown’s lawsuits alleging wage and hour violations against Defendant, captioned (1) *Thomas Brown v. Fidelity Security Services, Inc.*, Los Angeles County Superior Court, Case No. 21STCV31617, or the Class Matter, initiated on August 26, 2021; (2) *Thomas Brown v. Fidelity Security Services, Inc.*, Los Angeles County Superior Court, Case No. 21STCV43378, initiated on November 24, 2021, or the PAGA Matter under Labor Code section 2699, et seq.; and (3) *Anthony Doss v. Fidelity Security Services, Inc. and Ahmadshaw Ahmadi*, Los Angeles County Superior Court, Case No. 21STCV08643, or the Doss Matter, initiated on March 4, 2021.

1.2. _____ “Administrator” means _____, Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4. _____ “Aggrieved Employee” means [e.g., a person employed by XYZ Defendant in California and classified as a _____ non-exempt who worked for XYZ Defendant during the PAGA Period].

1.5. _____ “Class” means ~~[define class e.g., all persons]~~ a person employed by XYZ Defendant in California and classified as _____ non-exempt who worked for XYZ Defendant during the Class Period].

~~1.6.~~ _____ “Class Counsel” means _____.

1.6. _____ “Class Counsel” means Justin F. Marquez, Christina M. Le, and Zachary D. Greenberg of Wilshire Law Firm, PLC, and Harout Messrelian of Messrelian Law.

1.7. _____ “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Consolidated Action.

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

1.9. _____ “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a ~~NonParticipating~~ Non-Participating Class Member who qualifies as an Aggrieved Employee).

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

_____ “Class Notice” means the COURT APPROVED NOTICE OF CLASS AND PAGA ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be

1.11 _____ mailed to Class Members in English ~~[with a Spanish translation, if applicable]~~ in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

~~1.12.~~ 1.11. _____ “Class Period” means the period from _____ March 1, 2017 to _____ July 14, 2023.

1.12. _____ “PAGA Period” means the period from December 29, 2019 to July 14, 2023.

1.13. _____ “Class ~~Representative~~ Representatives” means the named ~~Plaintiff~~ Plaintiffs in the operative ~~complaint in the Action~~ First Amended Complaint (Thomas Brown and Anthony Doss) seeking Court approval to serve as ~~a Class Representative.~~ Representatives.

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

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

1.16. “Defendant_____.” ~~means Fidelity Security Services, Inc.~~

~~1.17.~~ “Defense Counsel” means _____. Howard M. Knee, Taylor C. Morosco, and Nicole Wentworth of Blank Rome.

~~1.17.~~

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

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

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

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

~~1.21.~~ “Gross Settlement Amount” means \$ _____ \$222,500.00 which is the total amount ~~XYZ~~Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below, if applicable. The

Gross Settlement Amount will be used to pay Individual Class Payments, Individual 1.22. PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class ~~Representative~~Representatives Service Payment and the Administrator’s Expenses.

~~1.22.~~1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

~~1.23.~~1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.

~~1.24.~~

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

~~1.25.~~

~~1.26.~~1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

~~1.26.~~ “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class ~~Representative~~Representatives Service Payment, Class Counsel Fees

1.28. Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

~~1.27.~~1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

~~1.28.~~1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for ~~XYZ~~Defendant for at least one day during the PAGA Period.

~~1.29.~~1.31. “PAGA Period” means the period from _____December 29, 2019 to _____July 14, 2023.

~~1.30.~~1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

~~1.31.~~1.33. “PAGA Notice” means ~~Plaintiff’s~~ _____Plaintiff Brown’s September 9, 2021, letter to XYZDefendant and the LWDA ~~[and Plaintiff’s~~ _____letter to XYZ and the LWDA] providing notice pursuant to Labor Code section 2699.3, subd.(a)-), and Plaintiff Doss’ November 24, 2020, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a),

~~1.32.~~1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (~~_____~~)(\$3,750.00) and the 75% to LWDA (~~_____~~)(\$11,250.00) in settlement of PAGA claims.

~~1.33.~~1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

~~“Plaintiff~~

~~1.34.1.36.~~ “Plaintiffs” means Thomas Brown and Anthony Doss, the named ~~plaintiff~~ Plaintiffs in the First Amended Class and Representative Action- Complaint which will be filed after the Parties file a stipulation to amend.

~~1.35.1.37.~~ “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

~~1.36.1.38.~~ “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

~~1.37.1.39.~~ “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.

~~1.38.1.40.~~ “Released PAGA Claims” means the claims being released as described in Paragraph 6.2 below.

~~1.41.~~ “Released Parties” means: XYZDefendant and each of its former and present directors, officers, shareholders, owners, ~~{members}~~, attorneys, insurers, predecessors, successors, assigns ~~{, subsidiaries}~~, and affiliates.

~~1.39.~~

~~1.40.1.42.~~ “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

~~1.41.1.43.~~ “Response Deadline” means ~~{e.g., 60}~~ days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

~~1.42.1.44.~~ “Settlement” means the disposition of the Consolidated Action effected by this Agreement and the Judgment.

~~1.43.1.45.~~ “Workweek” means any week during which a Class Member worked for XYZDefendant for at least one day, during the Class Period.^{**}

2. RECITALS.

~~2.0.~~ On August 26, 2021, Plaintiff Thomas Brown commenced this Action by filing a Complaint alleging causes of action against XYZDefendant for :(1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods;

(5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to reimburse necessary business expenditures; and (8) unfair business practices. On November 24, 2021, Plaintiff Thomas Brown filed a separate action under PAGA. On March 3, 2021, Plaintiff Doss filed an individual action against Fidelity. The Parties agree that Plaintiffs will file a First Amended Class and Representative Action Complaint ~~is the operative complaint in the Action~~ (the “Operative Complaint.”) [On _____, Plaintiff filed a [e.g., First Amended Complaint] alleging causes of action against XYZ for _____]. The

2.1. ~~[e.g., First Amended] Complaint is the operative complaint in the Action (the “Operative Complaint.”)] XYZ~~) adding all of Plaintiff Doss’ claims to the Brown Class Matter, which will also be combined with the Brown PAGA Matter. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in ~~in~~ the Operative Complaint and denies any and all liability for the causes of action alleged.

2.1.2.2. _____ Pursuant to Labor Code section 2699.3, subd.(a), ~~Plaintiff~~ Plaintiffs gave timely written notice to ~~XYZ~~ Defendant and the LWDA by sending the PAGA Notice. On _____, [

2.2.2.3. _____ On July 14, 2023, the Parties participated in an all-day mediation presided over by _____ Hon. Mitchell Goldberg (ret.) which ~~led to~~ culminated with this Agreement to settle the Action ~~(describe alternative means of negotiation)~~. _____

2.2. _____ Prior to ☐ mediation ~~—☐ negotiating the Settlement~~, Plaintiff, Plaintiffs obtained, through

☐ formal ☐ informal discovery, _____.

2.4. Plaintiff’s time and pay records for the putative class and class/PAGA demographic information. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.3.2.5. _____ The Court ☐ ~~has~~ ☐ has not granted class certification, and the Parties have agreed to conditional class certification for the purpose of this Settlement only.

2.4.2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, XYZ Defendant promises to pay \$ \$222,500.00 and no more as the Gross Settlement Amount ~~[and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments.] XYZ. Defendant~~ has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement.* The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to XYZ Defendant.

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

3.2.0. To Plaintiff: Plaintiffs: A Class Representative Service Payment to Plaintiff Thomas Brown in the Class Representative amount of not more than \$ \$10,000.00 and a Class Representative Service Payment to Anthony Doss in the amount of \$5,000.00 (in addition to any Individual Class ~~Payment~~ Payments and any Individual PAGA ~~Payment~~ Payments the Class Representative ~~is~~ are entitled to receive as ~~a Participating Class Member).~~ XYZ Members). Of the Maximum Settlement Amount, \$5,000.00 will be allocated to settlement of Plaintiff Doss' individual wage and hour claims (the "Doss Individual Settlement Amount") and the remaining \$217,500.00 will be allocated to settlement of the Class and PAGA actions (the "Class and PAGA Settlement Amount"). Defendant will not oppose Plaintiff's request Plaintiffs' requests for a Class Representative Service Payment Payments that does do not exceed this amount. - As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff Plaintiffs will seek Court approval for any Class

3.2.1. Representative Service Payments no later than ~~[16 court]~~ days prior to the Final Approval Hearing. -If the Court approves ~~a~~ Class Representative Service ~~Payment~~ Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service ~~Payment~~ Payments using IRS Form 1099. Plaintiff assumes Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service ~~Payment.~~ Payments.

3.2.0. To Class Counsel: A Class Counsel Fees Payment of not more than %,33.333333%, which is currently estimated to be \$ \$74,166.67

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and a Class Counsel Litigation Expenses Payment of not more than \$_____. XYZ\$20,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. PlaintiffPlaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than [16 court] days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff'sPlaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class

3.2.2. Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds XYZDefendant harmless, and indemnifies XYZDefendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$_____ \$10,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$_____ \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1.

3.2.4.1. Tax Allocation of Individual Class Payments. %_____25% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The %_____75% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for [e.g., interest and penalties] (the "Non-Wage Portion").** The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal

to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

~~3.2.5.~~

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$ \$15,000.00 to be paid from the Gross Settlement Amount, with 75% (\$ (\$11,250.00)) allocated to the LWDA PAGA Payment and 25% (\$ (\$3,750.00)) allocated to the Individual PAGA Payments.

~~3.2.5.1.~~

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$ (\$3,750.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

~~3.2.5.2.~~

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, XYZDefendant estimates there are 331 Class Members who collectively worked a total of 14,500 Workweeks, and 215 Aggrieved Employees who worked a total of 3,300 PAGA Pay Periods.

~~4.1.~~ Class Data. Not later than [e.g., 15] days after the Court grants Preliminary Approval of the Settlement, XYZDefendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. XYZDefendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which XYZDefendant must send the Class Data

4.2. to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2.4.3. Funding of Gross Settlement Amount. ~~XYZ~~Defendant shall ~~fully fund~~make a \$50,000.00 down payment upon the Gross signing of this Long Form Settlement Agreement, which Plaintiffs will hold in trust as a good faith payment. Upon approval of the Class and PAGA Settlement Amount, Fidelity shall pay the remaining balance of the Maximum Settlement Amount, and also fund the amounts necessary to fully pay ~~XYZ's~~Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than ~~[14]~~ days after the Effective Date.

~~4.2.~~ Payments from the Gross Settlement Amount. Within ~~[14]~~ days after ~~XYZ~~Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

4.4. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

~~4.2.1.4.4.1.~~ The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

~~4.2.1.~~ The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are ~~returned~~returned undelivered without USPS forwarding address. Within ~~[7]~~ days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The

4.4.2. Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.2.1. _____ For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
4.4.3. Administrator shall transmit the funds represented by such checks ~~[to Legal Aid at Work (the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).)] [or to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient") _____].~~
The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

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

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

Plaintiff's

6.0 _____ Plaintiffs' Release. PlaintiffPlaintiffs and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences ~~[that occurred during the Class Period],~~ including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, ~~[or ascertained during the Action and released under 6.2, below].~~ ~~("Plaintiff's~~

6.1 . ("Plaintiffs' Release.") Plaintiff'sPlaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledgesPlaintiffs acknowledge that PlaintiffPlaintiffs may discover facts or law different from, or in addition to, the facts or law that PlaintiffPlaintiffs now knowsknow or believesbelieve to be true but agrees, nonetheless, that Plaintiff'sPlaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff'sPlaintiffs' discovery of them.

Plaintiff's

6.1.1 _____ Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.
For purposes of Plaintiff'sPlaintiffs' Release, PlaintiffPlaintiffs expressly waiveswaive and relinquishesrelinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

- 6.2 Release by Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint [and ascertained in the course of the Action] [including, e.g., ~~“(a) any and all claims involving any alleged failure to pay minimum wage; etc.”~~]. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

- 6.3 Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint [and] the Plaintiffs’ PAGA Notice [Notices, and ascertained in the course of the Action] [including, e.g., ~~“(a) any and all claims involving any alleged failure to pay minimum wage; etc.”~~].

6.3

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

XYZ’s

- 7.1 Defendant’s Declaration in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, XYZ Defendant will prepare and deliver to Class Counsel a signed Declaration from XYZ Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense Counsel and XYZ Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

Plaintiff’s

- 7.1 Plaintiffs’ Responsibilities. Plaintiff Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor

Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members ~~and/or~~ the proposed Cy Pres~~;~~[;] and the nature and extent of any financial relationship with Plaintiff/Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration

7.2 from Plaintiff/Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, ~~and/or~~ the Administrator~~;~~[;] ~~and/or~~ the proposed Cy Pres~~;~~[;] ~~(v); (vi)~~ a signed declaration from ~~each~~ Class Counsel ~~firm~~ attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); ~~(vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii)~~(l)(2)); and all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff/Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than ~~[30]~~ days after the full execution of this Agreement~~;~~[;] obtaining a prompt hearing date for the Motion for Preliminary Approval~~;~~[;] and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. ~~-~~Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

7.3.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

8. SETTLEMENT ADMINISTRATION.

~~8.0~~ Selection of Administrator. The Parties have jointly selected

~~8.1~~ Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

~~8.18.2~~ Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

~~8.28.3~~ Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

~~8.38.4~~ Notice to Class Members.

~~8.3.18.4.1~~ No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

~~8.3.28.4.2~~ Using best efforts to perform as soon as possible, and in no event later than ~~[14]~~ days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice ~~[with Spanish translation, if applicable]~~ substantially in the form attached to this Agreement as **Exhibit _____A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

~~8.3.38.4.3~~ Not later than ~~[3]~~ business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts

to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

~~8.3.48.4.4~~ The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional ~~[14]~~ days beyond the ~~[60]~~ days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

~~8.3.58.4.5~~ If the Administrator, ~~XYZ~~Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than ~~[14] days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.~~ 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.48.5 Requests for Exclusion (Opt-Outs).

~~8.4.0~~ _____ Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written

8.5.1 Request for Exclusion not later than ~~[60]~~ days after the Administrator mails the Class Notice (plus an additional ~~[14]~~ days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

~~8.4.18.5.2~~ The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the

Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

~~8.4.2~~8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

~~8.4.2~~8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. -Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

~~8.4~~ Challenges to Calculation of Workweeks. Each Class Member shall have ~~{60}~~ days after the Administrator mails the Class Notice (plus an additional ~~{14}~~ days for Class Members whose Class Notice is re-mailed) to challenge the number of Class

Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The

~~8.6~~ Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

~~8.7~~

~~8.7~~ Objections to Settlement.

~~8.7.1~~

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

~~8.7.2~~

~~8.7.2~~ Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present

verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than {60} days after the Administrator's mailing of the Class Notice (plus an additional {14} days for Class Members whose Class Notice was re-mailed).

8.7.3

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

8.8

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

8.8.1

Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service ~~Payment~~Payments, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

8.8.2

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

8.8.2

8.8.3

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

8.8.4

8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this

Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

8.8.5

Administrator's Declaration. Not later than [14] days before the date by which ~~Plaintiff is~~ Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The

8.8.5 Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.8.6

Final Report by Settlement Administrator. Within [10] days after the

Administrator disburses all funds in the Gross Settlement Amount, the

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

11.—CLASS SIZE ESTIMATES ~~and~~ AND ESCALATOR CLAUSE Based on its records, ~~XYZ~~

9. Defendant estimates that, as of the date of this Settlement Agreement, (1) there are _____ 331 Class Members and _____ 14,500 Total Workweeks during the Class period; and (2) there were _____ 215 Aggrieved Employees who worked _____ 3,300 Pay Periods during the PAGA Period.^{***} Should the actual number of workweeks during the Class Period increase beyond 10% of the 14,500 Workweeks, the Gross Settlement Amount shall increase proportionately for each additional workweek beyond 15,950.

~~XYZ'S~~

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

days after the Administrator sends the final Exclusion List to Defense Counsel; ~~late elections will have no effect.~~

9. MOTION FOR FINAL APPROVAL. Not later than ~~{16}~~ court days before the calendared Final Approval Hearing, ~~Plaintiff~~Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor

11. Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). ~~Plaintiff~~Plaintiffs shall provide drafts of these documents to Defense Counsel not later than ~~{seven}~~7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

~~9.2~~11.1 **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than ~~that {five}~~than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

~~9.2~~11.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service ~~Payment~~Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

~~9.3~~11.3 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

~~9.4~~11.4 **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such

time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

9.5

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

11.13. **ADDITIONAL PROVISIONS.**

11.0 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by XYZDefendant that any of the allegations in the Operative Complaint have merit or that XYZDefendant has any liability for any claims asserted; nor should it be intended or construed as an admission by PlaintiffPlaintiffs that XYZ'sDefendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval, or enter Judgment, XYZDefendant reserves the right to contest certification of any class for any reasons, and XYZDefendant reserves all available defenses to the claims in the Action, and Plaintiff reserves thePlaintiffs reserve their right to move for class certification, on any grounds available and, to further contest XYZ'sDefendant's defenses. The Settlement, this Agreement and Parties' willingness to

13.1 settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.13.2 Confidentiality Prior to Preliminary Approval. PlaintiffPlaintiffs, Class Counsel, XYZDefendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose,

disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information.

~~Plaintiff~~Plaintiffs, Class Counsel, ~~XYZ~~Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, ~~any~~with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

~~11.2~~13.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

~~11.3~~13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

~~11.4~~13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by ~~Plaintiff~~Plaintiffs and ~~XYZ~~Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

~~11.4~~ Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement

13.6the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

~~11.5~~13.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

~~11.6~~13.8 No Tax Advice. Neither ~~Plaintiff~~Plaintiffs, Class Counsel, ~~XYZ~~Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

~~11.7~~

~~11.8~~13.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

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

~~11.9~~

13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

~~11.10~~

~~11.11~~13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

~~11.11~~ Use and Return of Class Data. Information provided to Class Counsel pursuant to

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

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

~~11.12~~

~~11.13~~ 13.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

~~11.14~~ 13.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To ~~Plaintiff~~: Plaintiffs:
Justin F. Marquez, Esq.
Erik A. Dos Santos, Esq.
Zachary D. Greenberg, Esq.
Wilshire Law Firm, PLC
3055 Wilshire Boulevard, 12th Floor
Los Angeles, CA 90010

Harout Messrelian, Esq.
Messrelian Law
500 North Central Avenue, Suite 840
Glendale, CA 91203

To ~~XYZ~~: Defendant:
Howard Knee, Esq.
Taylor Morosco, Esq.
Nicole Wentworth, Esq.
Blank Rome
2029 Century Park East, 6th Floor
Los Angeles, CA 90067

~~11.15~~ 13.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

Thomas Brown v. Fidelity Security Services, Inc., case number 21STCV31617 (the “Class Matter”) and Thomas Brown v. Fidelity Security Services, Inc., case number 21STCV43378 (the “PAGA Matter), and Athony Doss v. Fidelity Security Services, Inc., et al., case no. 21STCV08643 (the “Doss Matter”).

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

You may be eligible to receive money from an employee class action lawsuit (“the “Action”) against _____ (abbreviate name; “XYZFidelity Security Services, Inc. (the “Defendant” is used herein as a placeholder) for alleged wage-and-hour violations. The Action was filed by a[n] Thomas Brown and was later amended to include Anthony Doss (“Plaintiffs”), two of Defendant’s former} XYZ-employee _____ (“Plaintiff”) and employees. The Action seeks payment of for Defendant’s alleged: (1) backfailure to pay minimum and straight time wages {and other relief}; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; and (7) violation of California’s unfair business practices law, for a class of {e.g., non-exempt hourly} employees (“Class Members”) who worked for XYZDefendant during the Class Period (_____ to _____); (August 27, 2017 to the present); and (2) penalties under the California Private Attorney’s General Act (“PAGA”) for all {e.g., hourly} non-exempt employees who worked for XYZDefendant during the PAGA Period (_____ to _____) (August 27, 2020 to the present) (“Aggrieved Employees”).

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

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

The above estimates are based on XYZ's Defendant's records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

(1) Do Nothing. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against XYZ Defendant.

(+)

(2) Opt-Out of the Class Settlement. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against XYZ Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

XYZ

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against <u>XYZ Defendant</u> that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the

The Opt-out Deadline is _____ [date]	Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. <i>See</i> Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. <u>XYZDefendant</u> must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____[date]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and <u>PlaintiffPlaintiffs</u> who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or <u>PlaintiffPlaintiffs</u>, but every dollar paid to Class Counsel and <u>PlaintiffPlaintiffs</u> reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or <u>PlaintiffPlaintiffs</u> if you think they are unreasonable. <i>See</i> Section 7 of this Notice.
You Can Participate in the _____ [date] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____[date]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. <i>See</i> Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____[date]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to <u>XYZ’sDefendant’s</u> records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____[date]. <i>See</i> Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a[n]—

Plaintiffs are former XYZ employee, employees of Defendant. The Action accuses XYZ Defendant of violating California labor laws by failing to pay [e.g., minimum and straight time wages; failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses] and; failing to provide [e.g., meal periods; failing to authorize and permit rest breaks and periods; failing to timely pay final wages at termination; failing to provide accurate itemized wage statements]; failing to reimburse necessary business expenditures; and unfair business practices. Based on the same claims, Plaintiff has Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Plaintiff is Plaintiffs are represented by attorneys in the Action:

Justin F. Marquez, Christina M. Le, Zachary D. Greenberg of Wilshire Law Firm, PLC and Harout Messrelian of Messrelian Law (“Class Counsel.”)

XYZ

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

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

So far, the Court has made no determination whether XYZ Defendant or Plaintiff is Plaintiffs are correct on the merits. In the meantime, Plaintiff Plaintiffs and XYZ Defendant hired ☐ an experienced, neutral mediator ☐ a retired judge

☐ _____

in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff Plaintiffs and XYZ Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, XYZ Defendant does not admit any violations or concede the merit of any claims.

Plaintiff

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) XYZ Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

XYZ Will Pay \$ _____ as the Gross Settlement Amount (Gross Settlement). XYZ

1. Defendant Will Pay \$222,500.00 as the Maximum Settlement Amount (Maximum Settlement Amount). Of the Maximum Settlement Amount, \$5,000.00 will be allocated to Plaintiff Anthony Doss' settlement of his wage and hour individual claims ("Doss Individual Settlement Amount"), and the remaining \$217,500.00 will be allocated to the settlement of the wage and hour class and PAGA actions as the Gross Settlement Amount ("Gross Settlement Amount"). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service ~~Payment~~Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). ~~Assuming the Court grants Final Approval, XYZ will fund the Gross Settlement not more than [14] days after the Judgment entered by the Court become final.~~Upon the signing of this Long Form Settlement Agreement, Defendant shall make a \$50,000.00 down payment made payable to the Wilshire Law Firm client trust around, which Plaintiffs will hold in trust as a good faith payment. Upon final approval of the Class and PAGA Settlement Amount, Defendant shall pay the remaining balance of the Gross Settlement Amount. If there is no final approval of the Class and PAGA Settlement Amount, Plaintiffs and Plaintiffs' counsel shall immediately return the \$50,000.00 to Defendant. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, ~~Plaintiff~~Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$ _____ (~~_____~~%74,166.67 (33.333333% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$ _____\$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$ _____\$10,000.00 as a Class Representative Award for Plaintiff Thomas Brown and \$5,000.00 for Class Representative Award for Plaintiff Anthony Doss for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies ~~Plaintiff~~Plaintiffs will receive other than ~~Plaintiff's~~Plaintiffs' Individual Class Payment and any Individual PAGA ~~Payment~~Payments.
 - C. Up to \$ _____\$10,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$ _____\$15,000.00 for PAGA Penalties, allocated 75% to the LWDA ~~PAGA Payment~~(\$11,250.00) and 25% (~~\$3,750.00~~) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- ~~3.~~ Taxes Owed on Payments to Class Members. Plaintiff~~Plaintiffs~~ and XYZ~~Defendant~~ are asking the Court to approve an allocation of % 10% of each Individual Class Payment to taxable wages (“Wage Portion”) and % 90% to ~~[e.g., taxes and interest, etc.]~~ (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms.
4. ~~[Option 1: (XYZ Defendant will separately pay employer payroll taxes it owes on the Wage Portion.)]~~. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

- 4.5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably lost to you because they will be paid to a non-profit organization or foundation (the “Cy Pres”).

~~☐ will be deposited with the California Controller's Unclaimed Property Fund in your name. ☐ will irrevocably lost to you because they will be paid to a non-profit organization or foundation (“Cy Pres”).~~

~~If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.~~

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, [date], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ [date] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a

Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against XYZ Defendant.

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

6.7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and XYZ Defendant have agreed that, in either case, the Settlement will be void: XYZ Defendant will not pay any money and Class Members will not release any claims against XYZ Defendant.

6. Administrator. The Court has appointed a neutral company,
8. _____ Apex Class Action Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

7.9. Participating Class Members' Release. After the Judgment is final and XYZ Defendant has fully funded the Gross Settlement ~~[Option 1: (and separately paid all employer payroll taxes)]~~, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against XYZ Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint ~~[]~~ and ascertained in the course of the Action ~~[]~~, including, e.g., “(a) any and all claims involving any alleged failure to pay minimum and straight time wages; failure to pay overtime wages; failure to provide meal periods; failure to authorize and permit rest periods; failure to timely pay final wages at termination; failure to provide accurate itemized wage; etc.”

statements; and unfair business practices. Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. ~~***~~.

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

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

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint~~[,]~~, and ~~the Plaintiffs'~~ PAGA ~~Notice~~ ~~[Notices]~~, and ascertained in the course of the Action~~[,]~~, including, ~~e.g., (a) any and all claims involving any alleged~~ failure to pay minimum and straight time wages; failure to pay overtime wages; failure to provide meal periods; failure to authorize and permit rest periods; failure to pay all earned wages twice per month; failure to maintain accurate records of hours worked and meal periods; failure to timely pay final wages at termination; and failure to provide accurate itemized wage; etc.] ~~statements.~~

4. 4. **HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$ \$3,750.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in XYZ's Defendant's records, are stated ~~in~~on the first page of this Notice. You have until _____[date] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5.

5. HOW WILL I GET PAID?

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

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as

_____, Thomas Brown, et al., v. Fidelity Security Services, Inc. and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by**

_____, [date], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

7.

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what ~~Plaintiff~~ Plaintiffs and ~~XYZ~~ Defendant are asking the Court to approve. At least _____ 16 days before the _____ [date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount ~~Plaintiff is~~ Plaintiffs are requesting as a Class Representative Service Award Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ or the Court's website _____. **[need details].**

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____ [date].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action _____ *Thomas Brown, et al., v. Fidelity Security Services, Inc.*, and include your name, current address, telephone number, and approximate dates of employment for ~~[XYZ]~~ Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ [date] at _____ [time] in Department ~~[7]~~ 1 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA California 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, ~~Plaintiff~~ Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect

(<https://www.lacourt.org/lacc/>). Check. Feel free to check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

~~This~~The Agreement sets forth everything ~~XYZ~~Defendant and ~~Plaintiff~~Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____'s the Administrator's website at _____. [URL of website]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to

<http://www.lacourt.org/casesummary/ui/index.aspx> and entering the Case Number for the Action, Case No. 21STCV31617.

~~(<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. _____. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.~~

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

Class Counsel:

~~Name of Attorney:~~

~~Email Address:~~

~~Name of~~Justin F. Marquez

justin@wilshirelawfirm.com

~~Erik A. Dos Santos~~

edsantos@wilshirelawfirm.com

~~Zachary D. Greenberg~~

zgreenberg@wilshirelawfirm.com

Wilshire Law Firm:

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3055 Wilshire Boulevard, 12th Floor
Los Angeles, CA 90010 (213) 381-
9988

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

Apex Class Action Administration

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

☐ ~~you should consult the Unclaimed Property Fund _____ for instructions on how to retrieve the funds~~

☐ ~~you will have no way to recover the money.~~

11. WHAT IF I CHANGE MY ADDRESS?

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

ⁱ ~~_____ This Model Class Action and PAGA Settlement Agreement has been approved by the Court, the Complex litigation judges, and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue and comprised of 16 attorneys who regularly represent plaintiffs and defendants in wage and hour case. It is written for settlements of single plaintiff wage and hour actions asserting class claims and PAGA claims against a single employer (XYZ). The parties will need to revise this form if there are multiple plaintiffs or multiple defendants. For settlements of wage and hour class actions that do not include PAGA claims, please use the Model Class Action Settlement Agreement and Class Notice. THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO ATTACH A REDLINED VERSION TO THEIR MOTIONS FOR APPROVAL SO THAT THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.~~

ⁱⁱ ~~_____ Whether the “date of preliminary approval” yields a fair and adequate payment to Class Members may depend on whether the Class Members, in exchange for their releases of claims, receive consideration for time worked between the date when parties reached a settlement and the date of preliminary approval. The Parties’ Kullar analysis must give the Court sufficient information to allow the Court to determine whether the Gross Settlement Amount “represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing the litigation.” (Luckey v. Superior Court (2014) 228 Cal.App.4th 81, 94–95, internal quotation marks omitted.)ⁱⁱⁱ See endnote ii above.^{iv} The Parties may need to tailor this language to pay periods or shifts depending on the facts of the case.~~

^v ~~_____ The Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.~~

^{vi} ~~_____ Note that this is not the only possible appropriate breakdown depending on the claims at issue in the case (e.g. a settlement that is solely a Labor Code Section 226(a) claim.)^{vii} Insert negotiated terms, if any, addressing the possibility that XYZ’s estimates of class size, Workweeks or Pay Periods turn out to be understated such as an ADR clause imposing a duty to engage in good faith negotiations or mediation or an “escalator” clause memorializing XYZ’s promise to increase the Gross Settlement Amount in an agreed-upon proportion to the percentage by which the calculated class size, Workweeks, or Pay Periods exceeds XYZ’s estimates.~~

^{viii} ~~Releases in Notice should track the releases in the Settlement Agreement.~~

Exhibit 3



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).

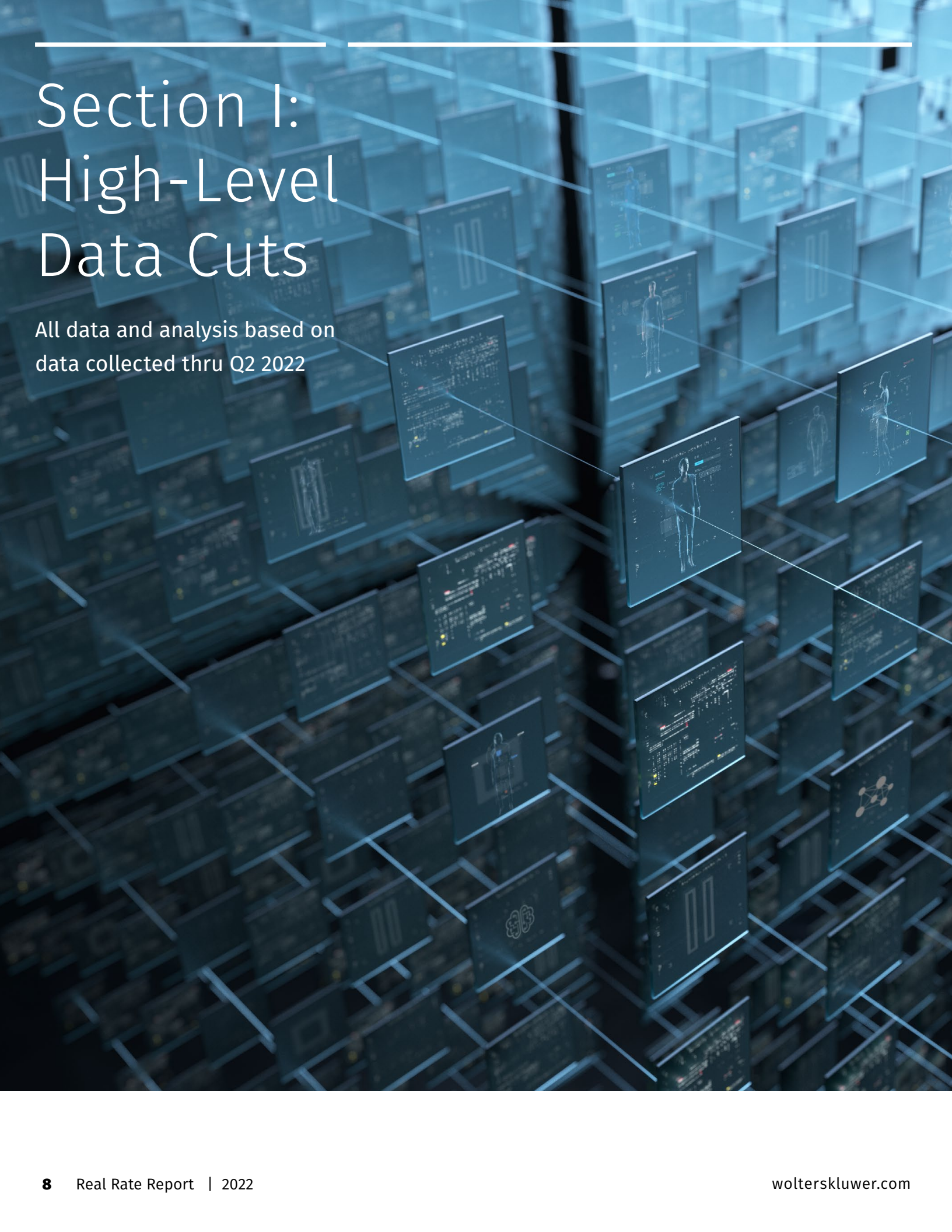
Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural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



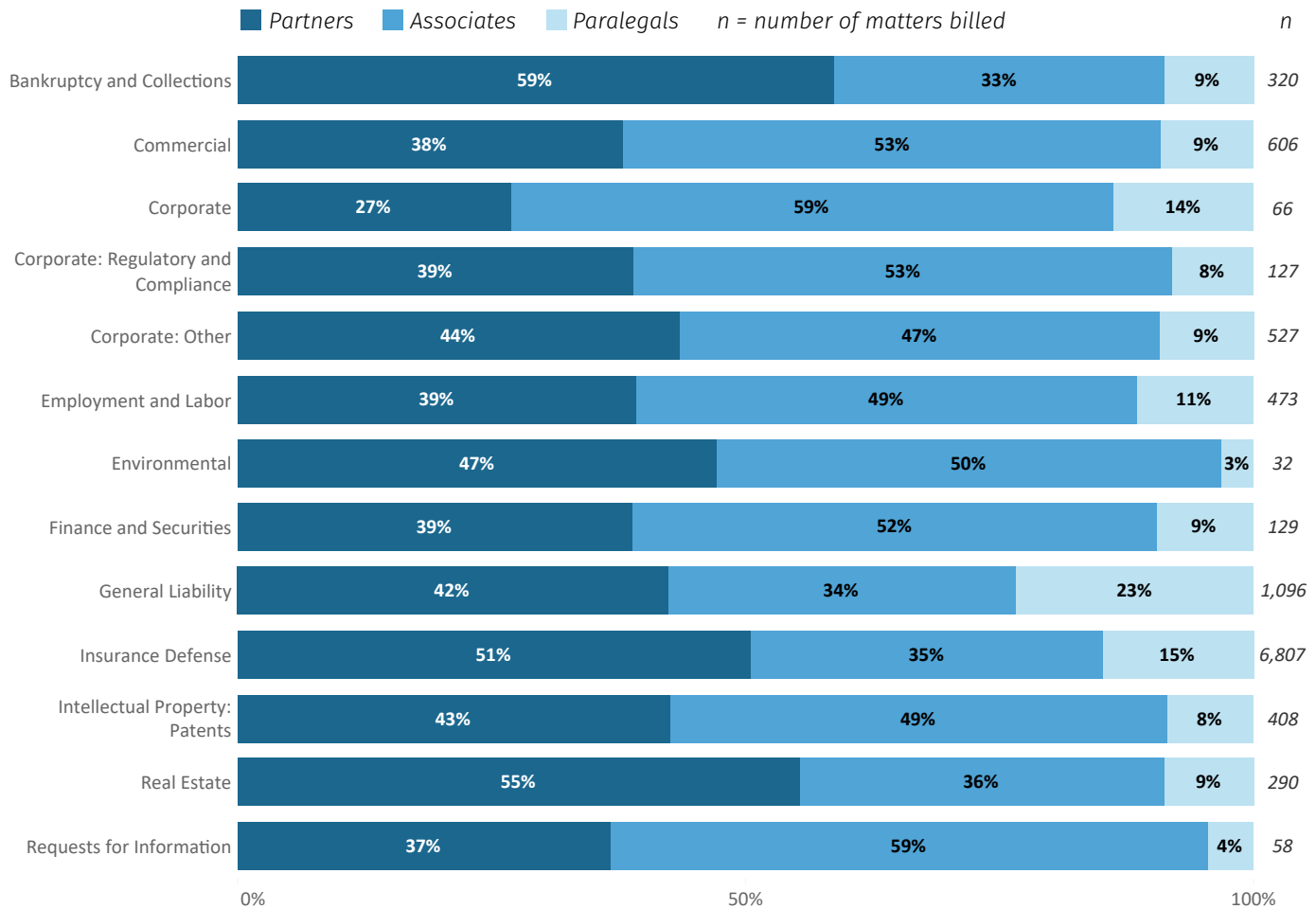
Section VI: Matter Staffing Analysis

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 4

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Business & Practice

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

By Roy Strom

Column

June 9, 2022, 2:30 AM

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

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

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

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

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

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

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

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

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

Charge It Up

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

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

Source: Court documents

Bloomberg Law

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Worth Your Time

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

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

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



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

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Documents

[Trustee's Objection](#)

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STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Ashley Narinyans, am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to this action. My business address is 3055 Wilshire Blvd., 12th Fl., Los Angeles, California 90010. My electronic service address is ashley.narinyans@wilshirelawfirm.com.

On June 28, 2024, I served the foregoing **DECLARATION OF JUSTIN F. MARQUEZ IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY 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:

Howard M. Knee (SBN 55048)
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Attorneys for Defendant

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE**.

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Attorneys for Plaintiff Anthony Doss

(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 e-mail address or e-mail of record in this action.

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

///

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

2 Executed this **June 28, 2024**, at Los Angeles, California.

3
4 
Ashley Narinyans