

WILSHIRE LAW FIRM, PLC

Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
Daniel J. Kramer (SBN 314625)
daniel.kramer@wilshirelawfirm.com
Alan Wilcox (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Lucy Nguyen (SBN 338783)
lucy.nguyen@wilshirelawfirm.com
Conor Gomez (SBN 337395)
conor.gomez@wilshirelawfirm.com
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

JESUS MARMOLEJO, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

SIGNIFICANT CLEANING SERVICES, LLC, a
California limited liability corporation, and DOES
1 through 10, inclusive,

Defendants.

Case No.: 22CV397991

Assigned to: Hon. Theodore C. Zayner, Dept.
19

Complaint filed: April 28, 2022

Trial date: Not set

**CLASS & PAGA REPRESENTATIVE
ACTION**

**DECLARATION OF ALAN WILCOX IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: July 1, 2026

Time: 1:30 PM

Dept: 19

1 I, Alan Wilcox, declare as follows:

2 1. I am admitted, in good standing, to practice as an attorney in the State of California
3 and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of
4 California. I am a Senior Attorney at Wilshire Law Firm, PLC (“WLF”), counsel of record for
5 Plaintiff Jesus Marmolejo (“Plaintiff” or “Class Representative”). I, along with Lucy Nguyen and
6 Conor Gomez of WLF, have reviewed the case files for this Action (as defined below in paragraph
7 5), trustworthy writings made in the regular course of WLF’s business at or near the time of the
8 acts, conditions, or events described in those writings as an accurate record of the documents
9 created and tasks performed throughout the Action, and conferred with my colleagues, Benjamin
10 H. Haber and Daniel Kramer of WLF, who litigated this Action (collectively, “Class Counsel”)
11 regarding this Action and this Motion. As a result, I am competent to make this declaration (this
12 “Declaration”). This Declaration is submitted concurrently with and in support of Plaintiff’s
13 Motion for Preliminary Approval of Class Action Settlement (the “Motion”).

14 CASE BACKGROUND

15 2. This is a wage and hour class and Private Attorneys General Act (“PAGA”) (Cal.
16 Lab. Code §§ 2699, *et seq.*) representative action between Plaintiff and Defendant Significant
17 Cleaning Services, LLC (“Defendant,” and together with Plaintiff, the “Parties”). Plaintiff and
18 the putative class members worked in California as hourly paid or non-exempt employees for
19 Defendant (each a “Class Member” and collectively the “Class”) between November 1, 2017, and
20 May 19, 2023 (the “Class Period”). I am informed and believe that Defendant has been in
21 operation since 1987 and specialized in commercial janitorial/facility services in the Greater
22 Bay Area.

23 3. Plaintiff alleges that Defendant’s payroll, timekeeping, and wage and hour
24 practices resulted in Labor Code violations. Plaintiffs allege that Defendant failure to pay for
25 all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods,
26 failure to authorize and permit rest periods, failure to timely pay final wages, failure to furnish
27 accurate wage statements, failure to indemnify employees for expenditures, and failure to
28 produce requested employment records, and civil penalties under PAGA.

1 4. On October 1, 2021, Plaintiff submitted a PAGA notice to the LWDA detailing
2 wage-and-hour violations he suffered while employed by Defendant. On December 6, 2021,
3 Plaintiff filed his PAGA Action. On April 28, 2022, Plaintiff separately filed his putative wage-
4 and-hour Class Action against Defendant for: (1) Failure to Pay Minimum and Straight Time
5 Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to
6 Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6)
7 Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for
8 Expenditures; (8) Failure to Produce Requested Employment Records; and 9. Unfair Business
9 Practices. Plaintiff sent a notice to Defendant and the California Labor & Workforce Development
10 Agency (“LWDA”) alleging similar wage and hour violations pursuant to the PAGA on April 9,
11 2024. On December 15, 2025, Plaintiff filed a First Amended Complaint against Defendant adding
12 a claim for civil penalties under PAGA (the “Action” or the “Operative Complaint”).

13 DISCOVERY, INVESTIGATION, AND SETTLEMENT

14 5. Following the filing of the Operative Complaint, the Parties engaged in informal
15 discovery and exchanged documents and information before mediating the Action. Defendant
16 produced a sample of time and pay records for Class Members. Defendant also provided
17 documents of its wage and hour policies and practices during the Class Period, and information
18 regarding the total number of current and former employees.

19 6. After reviewing documents regarding Defendant’s wage and hour policies and
20 practices and analyzing Defendant’s timekeeping and payroll records with the assistance of Berger
21 Consulting Group, Class Counsel was able to evaluate the probability of class certification, success
22 on the merits, and Defendant’s maximum monetary exposure for all claims. Class Counsel also
23 investigated the applicable law regarding the claims and defenses asserted in the Action. Class
24 Counsel reviewed these records and prepared a damage analysis prior to mediation. This extensive
25 investigation and discovery allowed Class Counsel to act intelligently and effectively in
26 negotiating the Settlement.

7. On March 1, 2023, the Parties participated in private mediation with experienced class action mediator Mark LeHocky, Esq. The mediation was conducted via Zoom, but the Parties were unable to reach a resolution following the mediation. However, the Parties continued to negotiate the terms of an agreement following the mediation and eventually reached a settlement following the scheduling of a half-day mediation with Mr. LeHocky on March 20, 2023, which followed an exchange of financial documents that were reviewed by Plaintiff's forensic accountant. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediations willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached.

9. A true and correct copy of the Los Angeles Superior Court's Model Class Action and PAGA Settlement Agreement and Class Notice is attached as **Exhibit 2**.

1 10. Class Counsel submitted the Settlement to the LWDA before filing the Motion.
2 Attached as **Exhibit 3** is a true and correct copy of confirmation that Plaintiff submitted the
3 Settlement to the LWDA prior to the filing of this Motion.

4 11. WLF requested several bids from experienced class action settlement administrators
5 to handle the responsibilities of the settlement administrator under this Settlement. Of the multiple
6 bids sought, Apex Class Action Administration's bid was the lowest, so they were selected as the
7 settlement administrator for this settlement (the "Settlement Administrator"). The Settlement
8 Administrator has multiple years of experience in the field of Class Action Administration,
9 particularly in the wage and hour arena. In its bid, The Settlement Administrator agreed to cap its
10 costs at \$10,250.00 for 717 Class Members (the "Administrator Costs"). The Settlement
11 Administrator's bid accounts for notice in English and Spanish. A true and correct copy of the bid
12 is attached hereto as **Exhibit 4**.

13 12. Plaintiff does not have any interest, financial or otherwise, in the Settlement
14 Administrator.

15 13. No one at WLF (including the law firm itself and anyone employed at the law firm)
16 has any interest, financial or otherwise, in the Settlement Administrator.

17 14. WLF has no fee-splitting agreement with any other counsel in this Action.

18 **THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE**

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

25 16. Based on an analysis of the facts and legal contentions in this case, documents and
26 information from Defendant, WLF evaluated Defendant's maximum exposure. We took into
27 account the risk of not having the claims certified and the risk of not prevailing at trial, even if the
28 claims are certified. WLF also took into account financial information that was reviewed by a

1 forensic account during the negotiation process. After using the data Defendant provided,
2 including Class Member timekeeping and payroll records, as well as Class Member demographics
3 (i.e., the number of Class Members, workweeks, and average total compensation of the class), with
4 the assistance of a statistics expert, Class Counsel created a damages model to evaluate the realistic
5 range of potential recovery for the Class. The damages model is based on the following
6 benchmarks:

7 Total Class Members: 717

8 Terminated Class Members during 3-year statute of limitations period: 451

9 Total Workweeks: 82,455

10 PAGA Pay Periods: 14,800

11 PAGA Eligible Employees: 434

12 Avg. Hourly Rate: \$16.43

13 17. For purposes of calculating Defendant's liability based on a best-case scenario for
14 Plaintiffs and the Class, we estimate that Defendant's maximum potential exposure by assuming
15 that all unpaid work time should have been paid at the overtime rate, not minimum or straight time
16 wages and we assumed that Defendant is liable for 5 hours of unpaid worktime per workweek.
17 This results in an estimate of \$1,693,419.56 (82,455 workweeks * \$16.43 hourly rate * 1.25
18 weighted overtime rate [assuming that 50% of the shifts are in excess of 8 hours] * 1 hour of unpaid
19 work per workweek), but we discounted this figure by 90% to account for the difficulty of
20 prevailing on a motion for class certification, the difficulty of prevailing at a trial on the merits
21 because liability depends on whether Defendant knew or should have known that Class Members
22 were working off-the-clock, and a review of Defendant's financial condition and Plaintiff's
23 realistic ability to collect on any potential judgment, which together yielded a realistic damage
24 estimate of \$169,341.96.

25 18. With respect to the meal period claim, Plaintiff alleges that Defendant required them
26 and similarly situated Class Members to either work in lieu of taking meal periods, or their meal
27 periods were untimely or interrupted. Our expert analyzed Defendant's timekeeping records and
28 opined that approximately 25% of all meal breaks had violations of short, missed, or no meal

1 periods (accounting for waivable shifts). Potential liability for the meal period claim is
2 \$1,591,814.38 (82,455 workweeks * 4.7 average shifts per workweek * \$16.43* 25%). We
3 discounted this figure by 90% to account for the difficulty of certifying and proving meal period
4 claims, as well as Defendant's contention that the claim lacks merit, and a review of Defendant's
5 financial condition and Plaintiff's realistic ability to collect on any potential judgment, which
6 together yielding a realistic damage estimate of \$159,181.44.

7 19. With respect to the rest period claim, Plaintiff alleges that Defendant required them
8 and similarly situated Class Members to work in lieu of taking rest periods, or their rest periods
9 were interrupted. Assuming a 50% violation rate for the Class Period based on Plaintiffs' and other
10 Class Members' experience working for Defendant, Defendant's potential liability for the rest
11 period claim is \$3,183,628.77 (82,455 workweeks * 4.7 average shifts per workweek * \$16.43 *
12 50%); however, we discounted this figure by 90% to account for the difficulty of certifying and
13 proving rest period claims, particularly because rest periods do not have to be recorded, to account
14 for the possibility of Class Members voluntarily choosing to forego a rest period, and after a review
15 of Defendant's financial condition and Plaintiff's realistic ability to collect on any potential
16 judgment, yielding a realistic damage estimate of \$318,362.88.

17 20. Plaintiff also alleges that Defendant failed to reimburse necessary business
18 expenses. Defendant's employees (including Plaintiff) were frequently required to use their
19 personal cell phones to communicate with their supervisors and managers about work-related
20 duties and were additionally required to use their personal vehicles for work related purposes, for
21 which they were not reimbursed. For purposes of calculating Defendant's liability based on a best-
22 case scenario for Plaintiff and the Class, we estimated that Defendant was liable to each Class
23 Member for \$5 per workweek, in unreimbursed expenses, for a total amount of \$412,275.00
24 (\$20.00 * 82,455); however, we discounted this figure by 80% to account for the difficulty of
25 certifying and proving expense reimbursement claims, particularly in light of written policies and
26 practices providing a mechanism for Class Member's to seek reimbursement, and after a review of
27 Defendant's financial condition and Plaintiff's realistic ability to collect on any potential judgment,
28 yielding a realistic damage estimate of \$82,455.00.

21. In sum, we estimated that Plaintiff's maximum recovery for the off-the-clock claim, meal period violations, rest period violations, and failure to reimburse expenses is \$6,881,137.71, but, after factoring in the risk and uncertainty of prevailing at certification and trial, we estimate that Plaintiff's realistic estimated recovery for the non-penalty claims is \$729,341.27. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiffs estimated that Defendant's realistic potential liability is \$252,834.16. While Defendant's maximum potential liability for: waiting time penalties is \$1,778,383.20 based on approximately 451 terminated Class Members during the 3-year statute of limitations period ($451 * \$16.43 * 8 \text{ hours} * 30 \text{ days}$); inaccurate wage statements is \$1,458,300.00 based on approximately 434 Class Members who worked approximately 14,800 pay periods within the 1-year statute of limitations period ($(\$50 * 434) + \$100 * (14800 - 434)$); and PAGA violations is \$1,820,000.00 based on the Court assessing a \$100 penalty for initial violations for all 18,200 pay periods within the 1-year statute of limitations period, we believe that it would be unrealistic to expect the Court to award the full \$5,056,683.2 in penalties given Defendant's defenses, the contested nature of Plaintiff's claims, and the discretionary nature of penalties. Considering that the underlying claims are realistically estimated to be \$729,341.27, such a disproportionate award would also raise due process concerns. Weighing these factors and applying a discount of 90% to account for the risk and uncertainty of prevailing at trial and the Court's discretionary ability to lower penalties, and after a review of Defendant's financial condition and Plaintiff's realistic ability to collect on any potential judgment, we arrived at \$505,668.32 for statutory and civil penalties.

22. Using these estimated figures, Plaintiff predicted that the realistic maximum recovery for all claims, including penalties, would be \$1,235,009.59. This means that the Maximum Settlement Amount represents approximately 50% of the realistic maximum recovery ($\$625,000.00 / \$1,235,009.59 = 50.6\%$). Considering the risk and uncertainty of prevailing at class certification and at trial, and the chance that Plaintiff may be unable to collect on a later verdict,

1 this is an excellent result for the Class.¹ Indeed, because of the proposed Settlement, Class
2 Members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

3 23. While Plaintiff is confident in the merits of his claims, a legitimate controversy
4 exists as to each cause of action. Plaintiff also recognizes that proving the amount of wages due
5 to each Class Member would be an expensive, time-consuming, and uncertain proposition.

6 24. This Settlement avoids the risks and the accompanying expenses of further
7 litigation. Preparation for a class certification and a trial remained for the Parties as well as the
8 prospect of appeals in the wake of a disputed class certification ruling for Plaintiff and/or adverse
9 summary judgment ruling. Had the Court certified any claims, Defendant could not move to
10 decertify the claims. As a result, the Parties would incur considerably more attorneys' fees and
11 costs through trial.

12 25. The Net Settlement Amount available for Class Member settlement payments is
13 estimated to be \$346,416.67, for the Class of 718 persons.² As a result, each Class Member is
14 eligible to receive an average net benefit of approximately \$482.47.

15 26. The proposed Settlement of \$625,000.00, therefore, represents a substantial
16 recovery when compared to Plaintiff's reasonably forecasted recovery. When considering the risks
17 of litigation, the uncertainties involved in achieving class certification, the burdens of proof
18 necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that the
19 settlement amount of \$625,000.00 is within the "ballpark" of reasonableness, and preliminary
20 approval of the Settlement is appropriate.

21 ENHANCEMENT AWARDS FOR PLAINTIFF IS REASONABLE

22 27. Class Counsel represents that Plaintiff devoted a great deal of time and work
23 assisting Class Counsel in the case, communicated with Class Counsel very frequently for litigation

24 ¹ See, e.g., *Wise v. Ulta Salon, Cosmetics & Fragrance, Inc.* (E.D. Cal. Aug. 21, 2019) 2019 WL 3943859 at
25 *8 (granting preliminary approval where the proposed allocation to settle class claims was between 9.53 percent of
26 Plaintiffs' maximum recovery); *Bravo v. Gale Triangle, Inc.* (C.D. Cal. Feb 16, 2017) 2017 WL 708766 at * 10
27 (finding that "a settlement for fourteen percent recovery of Plaintiffs' maximum recovery is reasonable"); *In re*
28 *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.").

² The Net Settlement Amount is: \$625,000.00 minus \$208,333.33 for Class Counsel's attorneys' fees, minus
\$20,000.00 for Class Counsel's litigation expenses, minus \$10,250.00 in administration costs, minus \$30,000.00 for
the PAGA payment, and minus \$10,000.00 for the class representative service awards to named Plaintiff.

1 and to prepare for mediation, and were frequently in contact with Class Counsel during the
2 mediation. Plaintiff's requested enhancement award is reasonable particularly in light of the
3 substantial benefits Plaintiff generated for all Class Members.

4 28. Throughout this Action, Plaintiff, who is a former employee of Defendant, has
5 cooperated immensely with Class Counsel and has taken many actions to protect the interests of
6 the class. Plaintiff provided valuable information regarding the off-the-clock, meal period, and
7 rest period claims. Plaintiff also informed Class Counsel of developments and information relevant
8 to this Action, participated in decisions concerning this Action, and made himself available to
9 answer questions during the mediation. Before Class Counsel filed the Operative Complaint,
10 Plaintiff provided Class Counsel with documents regarding the claims alleged in this Action. The
11 information and documentation provided by Plaintiff was instrumental in establishing the wage
12 and hour violations alleged in this Action, and the recovery provided for in the Settlement would
13 have been impossible to obtain without Plaintiff's participation.

14 29. At the same time, Plaintiff faced many risks in adding himself as the Class
15 Representative in this Action. Plaintiff faced actual risks with their future employment, as putting
16 himself on public record in an employment lawsuit could also very well affect his likelihood for
17 future employment. Furthermore, as part of this Settlement, Plaintiff is executing general releases
18 of all claims against Defendant, which go above and beyond that of the other Class Members,
19 which creates a very real opportunity cost/financial loss because Plaintiff is releasing the ability to
20 recover monetary damages from the Defendant based on other claims that Plaintiff could
21 reasonably raise against Defendant.

22 30. In turn, Class Members will now have the opportunity to participate in a settlement,
23 reimbursing them for alleged wage violations they may have never known about on their own or
24 been willing to pursue on their own. If these Class Members would have each tried to pursue their
25 legal remedies on their own, that would have resulted in each Class Member having to expend a
26 significant amount of their own monetary resources and time, which were obviated by Plaintiff
27 serving as Class Representative on behalf of these other Class Members.

1 31. In the final analysis, this Action would not have been possible without the aid of
2 Plaintiff, who put their own time and effort into this Action, sacrificed the financial value of their
3 own individual claims (not just the asserted wage and hour claims like other Class Members), and
4 placed themselves at risk for the sake of the Class Members. The requested enhancement award
5 for Plaintiff for their service as the Class Representative and for their general release of all
6 individual claims is a relatively small amount of money when the time and effort put into the
7 Action are considered and in comparison to enhancements granted in other class actions. The
8 requested incentive awards are therefore reasonable to compensate Plaintiff for their active
9 participation in this lawsuit and additional financial sacrifice as a direct result of such participation.

10 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

11 32. The Settlement provides for attorneys' fees and costs to Class Counsel in an amount
12 up to 1/3 of the Maximum Settlement Amount, which currently amounts to \$208,333.33 (the "Class
13 Counsel Fees"), plus reasonable litigation expenses of up to \$20,000.00 (the "Class Counsel
14 Costs").

15 33. I am informed and believe that the Class Counsel Fees and Class Counsel Costs
16 provision is reasonable. The fee percentage requested is less than that charged by Class Counsel
17 for most employment cases. Class Counsel invested significant time and resources into the Action,
18 with payment deferred to the end of the Action, and then, of course, contingent on the outcome.

19 34. It is further estimated that Class Counsel will need to expend at least another 15 to
20 20 hours to monitor the process leading up to the final approval and payments made to the Class.
21 Class Counsel also bears the risk of taking whatever actions are necessary if Defendant fails to
22 pay, which is allegedly a very real risk based on Defendant's contentions after mediation.

23 35. The risk to Class Counsel has been very significant, particularly if we would not be
24 successful in pursuing this Action. In that case, we would have been left with no compensation
25 for all the time taken in litigating this Action. Indeed, WLF has taken on a number of class action
26 cases that have resulted in thousands of attorney hours being expended and ultimately having
27 certification denied or the defendant company going bankrupt. The contingent risk in these types
28 of cases is very real and they do occur regularly. Furthermore, we were precluded from focusing

1 on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

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

11 PLAINTIFF'S COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

17 38. WLF is qualified to handle this Action because its attorneys are experienced in
18 litigating Labor Code violations in both individual, class action, and representative action cases.
19 WLF has handled, and is currently handling, numerous wage and hour class action lawsuits, as
20 well as class actions involving consumer rights and data privacy litigation.

21 39. I obtained my Bachelor's degree from the University of California, Berkeley in
22 2007. I graduated from Pepperdine University's School of Law and became a member of the
23 California State Bar in 2012.

24 40. Throughout my career up until my employment at WLF, I was essentially
25 continuously employed as a civil litigation attorney at multiple law firms. I have represented
26 clients in both state and federal Courts in a wide variety of matters, including contract disputes,
27 wrongful foreclosure unlawful detainer, divorce, product defect, tort, and employment.
28

1 41. From 2014 to the present, I have been exclusively practicing complex civil litigation
2 representing plaintiff employees in employment matters. In that time, I believe I have become an
3 expert in the field. I have handled both individual wrongful discharge and collective wage and
4 hour actions, with the class action and PAGA matters including *Flores v. Aqua Terra Culinary,*
5 *Inc.*, Monterey Superior Court Case No. 17CV002672, *Garcia v. Construction Innovations Group,*
6 *LLC*, Sacramento Superior Court Case No. 34-2020-00285239, *Kim v. Sheraton Operating Corp.*,
7 Central District of California Case No. 2:17-cv-09247-FMO-E, *Pease v. Wattrans, Inc.*, San
8 Bernardino Superior Court Case No. CIVDS1919832, and *Lachman v. Berlitz Languages, Inc.*,
9 Los Angeles Superior Court Case No. 19STCV01533, among others.

10 42. I have used my programming skills to create complex systems for automatically
11 performing in-depth analyses of employment records to identify wage and hour violations in both
12 individual and collective action settings. I have tried several matters, including multiple
13 employment cases and multiple non-employment cases. My expertise has resulted in obtaining
14 multiple millions of dollars for my clients. I strive to represent individual struggling to enforce
15 their rights and recover what is owed to them from employers who violate California law. At
16 Wilshire Law Firm, I am a Senior Attorney charged with taking resolved class action and PAGA
17 matters and ensuring that they are carried through the approval and distribution process in an
18 efficient manner and in compliance with Court orders.

19 43. My current hourly billing rate is \$900.00 per hour. I believe that this hourly rate is
20 reasonable and appropriate, given my background and experience. I am generally familiar with
21 hourly rates charged by attorneys in both Southern and Northern California whose training and
22 experience are like mine, and I believe my rate is competitive in both markets for attorneys such
23 as myself. Indeed, a commonly used metric for determining reasonable attorney fee rates based
24 upon years of experience, the Laffey Matrix (<http://www.laffeymatrix.com/see.html>), indicates
25 that it would be reasonable for me to charge approximately \$948.00 per hour. Prior to taking on a
26 Senior Attorney role at Wilshire Law Firm, for multiple years my hourly billing rate stagnated at
27 \$650.00 per hour, following Judge Upinder S. Kalra granting the plaintiff's post-trial motion for
28 attorneys' fees and approving my hours and rate billed in the matter of *Parker v. Innovative Speech*

1 *Therapy and Communications Servs., Inc.*, Los Angeles Superior Court Case No. 19STCV36310,
2 and when Judge Kory Mathewson approved my fee rate for a default judgment in *Segura v. Beyond*
3 *Staffing Solutions, Inc.*, San Bernardino Superior Court Case No. CIVDS1908672.

4 44. The reasonableness of my firm's hourly rates is also supported by several surveys
5 of legal rates, including the following:

- 6 a. The 2022 Real Rate Report survey compiled by Wolters Kluwer, which
7 presents the real market rates of Los Angeles area attorneys who practice
8 litigation. For that category, the third quartile 2022 rate was \$1,045 per hour
9 for partners and \$855 for associates. Likewise, page 32 of the Report describes
10 the rates charged by 183 Los Angeles partners with "21 or more years of
11 experience" and "Fewer than 21 years." For those categories, the third quartile
12 Los Angeles partner rate in 2022 were \$1,133 per hour for 21 or more years
13 and \$1,075 for attorneys with fewer than 21 years. A true and correct copy of
14 portions of the 2022 Real Rate Report is attached hereto as **Exhibit 5**.
- 15 b. In an article entitled "Big Law Rates Topping \$2,000 Leave Value 'In Eye of
16 Beholder,'" written by Roy Strom and published by Bloomberg Law on June
17 9, 2022, the author describes how Big Law firms have crossed the \$2,000-per
18 hour rate. The article also notes that law firm rates have been increasing by
19 just under 3% per year. A true and correct copy of this article is attached
20 hereto as **Exhibit 6**.

21 45. Benjamin H. Haber is a Partner at WLF. He graduated from the University of
22 California, Los Angeles, in 2012 and received his Juris Doctor from the University of California,
23 Hastings College of the Law (now the University of California College of Law, San Francisco) in
24 2016. During law school, he was a member of the executive board for the *Hastings Law Journal*;
25 a student mediator at the San Francisco Superior Court, Small Claims Division; and a managing
26 editor for *SCOCAblog*, which continues to be a leading online publication for analysis regarding
27 trends and cases before the California Supreme Court. Since graduating from law school, he has
28 focused his legal work primarily on wage-and-hour litigation and has helped obtain more than one

1 hundred class settlements on behalf of tens of thousands of workers in California. He was also
2 selected as a “Southern California Rising Star” in 2024 and 2025, and as “Best Lawyers: One to
3 Watch® in America” in 2026.

4 46. Mr. Haber has been appointed as class counsel in numerous wage-and-hour cases
5 throughout California. Below is a non-exhaustive list of cases where he was appointed as class
6 counsel or he and other members of WLF were appointed as class counsel:

- 7 a. *Colter v. Propulsion Controls Engineering*, San Diego County, Case No. 37-
8 2020-00030682-CU-OE-CTL; Motion for Final Approval granted on October
9 28, 2022.
- 10 b. *Rodriguez v. Modesto Restaurant Group, LLC*, Stanislaus County, Case No. CV-
11 21-000269; Motion for Final Approval granted on January 10, 2023.
- 12 c. *Kingsbury v. Caravan Foods II, Inc.*, Alameda County, Case No. RG21096357;
13 Motion for Final Approval granted on January 31, 2023.
- 14 d. *Frias-Estrada v. Trek Retail Corporation*, Contra Costa County, Case No.
15 MSC20-01916; Motion for Final Approval granted on March 3, 2023.
- 16 e. *Varez v. Valley Connection, LLC dba Carl's Jr.*, Merced County, Case No.
17 22CV-00985; Motion for Final Approval granted on April 27, 2023.
- 18 f. *Reyes v. Everytable, PBC, et al.*, Los Angeles County, Case No. 21STCV35987;
19 Motion for Final Approval granted on May 3, 2023.
- 20 g. *Ortiz v. Tara Materials, Inc.*, San Diego County, Case No. 37-2021-0001473-
21 CU-OE-CTL; Motion for Final Approval granted on May 30, 2023.
- 22 h. *Cruz-Sanchez v. Eagle Lath & Plaster, Inc.*, Sacramento County, Case No. 34-
23 2021-00293739-CU-OE-GDS; Motion for Final Approval granted on May 30,
24 2023.
- 25 i. *Garduno v. New Generation Framing, Inc., et al.*, Stanislaus County, Case No.
26 CV-21-000544; Motion for Final Approval granted on August 11, 2023.
- 27 j. *Hernandez, et al. v. Burford Farming Company, Inc.*, Fresno County, Case No.
28 21CECG03817; Motion for Final Approval granted on August 21, 2023.

- 1 k. *Barajas v. Final Phase Construction, Inc.*, San Bernardino County, Case No.
2 CIVSB2118622; Motion for Final Approval granted on September 13, 2023.
- 3 l. *Jaimes, et al. v. Infiniti Health LLC*, Los Angeles County, Case No.
4 22STCV07261; Motion for Final Approval granted on October 17, 2023.
- 5 m. *Nunez v. Gabriel Container*, Los Angeles County, Case No. 21STCV09787;
6 Motion for Final Approval granted on November 2, 2023.
- 7 n. *Gutierrez v. Next Level Door & Millwork, Inc.*, Riverside County, Case No.
8 CVRI2105455; Motion for Final Approval granted on January 11, 2024.
- 9 o. *Lupercio v. Western CNC, Inc.*, San Diego County, Case No. 37-2021-
10 00010314-CU-OE-CTL; Motion for Final Approval granted on January 26,
11 2024.
- 12 p. *Jackson, et al. v. Apple Valley Communications, Inc., et al.*, San Bernardino
13 County, Case No. CIVSB2124721; Motion for Final Approval granted on
14 February 1, 2024.
- 15 q. *Cuadras, et al. v. Guinn Corporation*, Kern County, Case No. BCV-21-101520;
16 Motion for Final Approval granted on February 22, 2024.
- 17 r. *Canton, et al v. John B. Sanfilippo & Sons, Inc.*, Merced County, Case No. 22-
18 CV-01145; Motion for Final Approval granted on March 15, 2024.
- 19 s. *Williams v. Total Longterm Care, Inc., et al.*, San Bernardino County, Case No.
20 CIVSB2213347; Motion for Final Approval granted on April 2, 2024.
- 21 t. *Williams, et al v. Eisenhower Medical Center*, Riverside County, Case No.
22 RIC1905151; Motion for Final Approval granted on April 18, 2024.
- 23 u. *Espinoza v. Delallo's Italian Foods, Inc.*, Butte County, Case No. 21CV02640;
24 Motion for Final Approval granted on April 24, 2024.
- 25 v. *Hernandez v. Facey Medical Foundation*, Los Angeles County, Case No.
26 20STCV41624; Motion for Final Approval granted on April 29, 2024.
- 27 w. *Meza v. Argus Management Company, LLC, et al.*, Los Angeles County, Case
28 No. 21STCV31612; Motion for Final Approval granted on May 20, 2024.

- x. *Wade v. Mallory Safety and Supply LLC*, Siskiyou County, Case No. 23CV00951; Motion for Final Approval granted on July 11, 2024.
- y. *Abarca-Rueda, et al. v. Foley Family Wines, Inc., et al.*, Sonoma County, Case No. S-CV-268148; Motion for Final Approval granted on August 21, 2024.
- z. *Aguilar v. American Pasteurization Company, Inc., et al.*, Sacramento County, Case No. 34-2021-00312027-CU-OE-GDS; Motion for Final Approval granted on September 3, 2024.
- aa. *Hayes, et al. v. Gonzales Park, LLC, et al.*, Butte County, Case No. 21CV02456; Motion for Final Approval granted on May 1, 2024.
- bb. *Hernandez v. KW California, et al.*, Kern County, Case No. BCV-23-100346; Motion for Final Approval Granted on December 4, 2024.
- cc. *Arias v. The Shyft Group GTB, LLC, et al.*, Los Angeles County, Case No. 22STCV37390; Motion for Final Approval granted on December 3, 2024.
- dd. *Barajas Maya v. United Facilities Group, Inc., et al.*, Santa Clara County, Case No. 22CV397353; Motion for Final Approval granted on November 22, 2024.

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

48. Lucy Nguyen is a Settlement Class Action Attorney at WLF, where she represents employees in complex wage-and-hour, class, and representative actions under California and federal labor laws. She focuses on wage and hour violations, PAGA and class action settlements, retaliation and wrongful termination claims, and advancing employee rights and fair compensation.

1 Ms. Nguyen brings five years of litigation and courtroom experience, including two years
2 dedicated to employment law and three years in family law. Before joining WLF, she served at
3 Lawyers for Employee and Consumer Rights (LFEER), where she trained and mentored new
4 attorneys and managed a high-volume caseload involving wage-and-hour, discrimination, and
5 retaliation matters. Earlier in her career, she practiced family law litigation, representing clients in
6 trials, evidentiary hearings, mediations, and complex custody and support disputes. Ms. Nguyen
7 earned her Bachelor of Science in Business Marketing and Management from San Francisco State
8 University.

9 49. Conor Gomez is a Settlement Attorney at Wilshire Law Firm and is an adjunct
10 professor at the Thomas Jefferson School of Law in San Diego, California and serves as a Bar
11 Exam Preparation mentor to various law students in San Diego, California. He is admitted
12 to practice law in the State of California and the Northern District of California. He passed the
13 California Bar Exam on his first try and was admitted to practice in May 2021. He graduated from
14 the University of California, San Diego in 2017 with a Bachelor of Arts degree in Sociology, with
15 a specific concentration in Law & Society. He then graduated from the University of California,
16 Los Angeles School of Law in 2020. During law school, he also obtained credentials in course
17 design, teaching innovation and technology, and business administration from the University of
18 California, Irvine. Mr. Gomez was awarded the Masin Family Foundation Gold Award for his
19 academic performance in law school. Despite starting his career as a transactional attorney
20 representing both for-profit and non-profit/tax-exempt organizations, Mr. Gomez has spent the last
21 four years practicing Plaintiff-side employment litigation, and he has a strong record of reaching
22 settlement for individual wage and hour and FEHA claims with results regularly landing in the six-
23 figure range. He has trained dozens of new plaintiff-side employment litigators, teaching
24 them both substantive law and the litigation and negotiation skills necessary to reach settlement
25 for single plaintiff employment matters based on discrimination, wrongful termination,
26 retaliation, and various wage-and-hour claims. Mr. Gomez has served on the board of directors for
27 local arts organizations and regularly hosts workshops throughout southern California. He has
28 guest lectured at the University of California, Irvine on various legal topics. Finally, Mr. Gomez

1 is a certified mediator and serves on the California Lawyers for the Arts' mediation panel, where
2 he volunteers his time to mediate a wide range of cases including breach of contract issues,
3 intellectual property disputes, landlord-tenant issues, and employment disputes.

4 50. Justin F. Marquez is a former Senior Partner at WLF who was actively involved in
5 the litigation and resolution of this Action from its inception through December 2024. He
6 graduated from University of California, Los Angeles's College Honors Program in 2004 with
7 Bachelor of Arts degrees in History and Japanese, *magna cum laude* and *Phi Beta Kappa*. He
8 graduated from Notre Dame Law School with a Juris Doctorate. He was admitted to the State Bar
9 of California in February 2019. His practice focused primarily on advocating for the rights of
10 consumers and employees in class action litigation and appellate litigation. He received numerous
11 awards for his legal work: from 2017 to 2020, Super Lawyers selected him as a "Southern
12 California Rising Star," and from 2022 to 2025, he was selected as a "Southern California Super
13 Lawyer"; he was selected as one of the "Best Lawyers in America" from 2023 to 2025; and in
14 2024, he, along with his colleagues at Wilshire Law Firm, received a CLAY (California Lawyer
15 Attorneys of the Year) award for their work on a false advertising case against Apple which
16 ultimately led to a \$25 million settlement. He also was selected to speak at multiple CELA
17 conferences throughout his career – in 2019, he spoke on the topic of manageability of class actions
18 at CELA's 2019 Advanced Wage & Hour Seminar, and in 2024, he spoke on the topic of dealings
19 with multiple cases against the same defendant at CELA's 2024 Advanced Wage & Hour Seminar.
20 He served as lead or co-lead in negotiating class action settlements worth over \$10 million in gross
21 recovery to Class Members for each year since 2020, including over \$37.5 million in 2022 and
22 over \$75 million in 2023.

23 CLASS NOTICE

24 51. Attached as Exhibit 7 is a true and correct copy of the proposed class notice. The
25 attached proposed class notice was created by taking the model class notice attached to the Model
26 Agreement attached to this declaration as Exhibit 2 and modifying that notice's terms to incorporate
27 the terms agreed to in this Settlement.
28

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

3 Executed on January 30, 2026, in Santa Rosa, California.

4
5 

6 _____
7 Alan Wilcox
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Exhibit 1

MEMORANDUM OF UNDERSTANDING (“MOU”)

1. This MOU is entered into by and between the Parties to the following actions, both entitled *Jesus Marmolejo v. Significant Cleaning Services, LLC*, Santa Clara County Superior Court, Case Nos. 2CV397991 (Class Action) and 21CV391431 (PAGA Action). It memorializes the settlement reached on March 20, 2023 by the Parties. It confirms the essential terms of the settlement and assists in preparation of a full, comprehensive Settlement Agreement. This MOU is enforceable by, binding on, admissible, and subject to disclosure by all Parties.
2. The Parties intend to enter into a more formal “long form” agreement whose terms are not inconsistent with the terms of this MOU, but if they fail to execute a more formal agreement, this agreement will be final, binding and enforceable pursuant to California Code of Civil Procedure section 664.6. The Parties shall have 30 days from the date of this agreement to prepare a “long form” settlement agreement. In the event that the Parties do not complete that “long form” agreement within 30 days, either party may move for preliminary approval of this class action settlement on the basis of the terms set forth in this MOU. In that event, the party moving for preliminary approval will propose customary terms and procedures for the notice process and settlement administration.
3. The Parties agree that prior to filing motion for preliminary approval, they will enter into a stipulation to allow Plaintiff to file an amended pleading in the Class Action to add Plaintiff’s PAGA claim, followed by a dismissal without prejudice of the separate PAGA Action once the amended pleading has been deemed filed.
4. The Parties stipulate to class certification for purposes of settlement only. If the Court does not grant either preliminary or final approval of this settlement, the Parties stipulate that class certification will be revoked, but without prejudice to other class certification proceedings.
5. Defendant shall pay a maximum amount (“Maximum Settlement Amount”) of \$625,000.00 in full and complete settlement of this matter, which sum includes all attorneys’ fees and costs including accounting costs, administration costs, enhancement award to the class representative, and payment to the California Labor and Workforce Development Agency (“LWDA”). No money will revert to Defendant. The balance after deduction of attorneys’ fees and costs including accounting costs, administration costs, enhancement award, and payment to the LWDA will be the Net Settlement Amount. Defendant’s employer taxes shall be paid separately and in addition to the Maximum Settlement Amount.
6. Defendant shall pay the Maximum Settlement Amount according to the following payment schedule:
 - a. The First Settlement Payment shall be for \$225,000.00 payable within 10 days of the Effective Date;
 - b. The Second Settlement Payment of \$200,000.00 shall be payable no later than 6 months after the First Settlement Payment; and
 - c. The Third and Final Settlement Payment of \$200,000.00 shall be payable no later than 6 months after the Second Settlement Payment.

7. "Effective Date" shall mean: (i) in the event that the Settlement has received final approval by the Court and there were no timely objections filed, or that any timely objections have been withdrawn, then the date the Court's order of final approval of the Settlement; (ii) in the event that one or more timely objections has/have been filed and not withdrawn, then upon the passage of the applicable date for an objector to seek appellate review of the trial court's order of final approval of the Settlement, without a timely appeal having been filed; or, (iii) in the event that a timely appeal of the Court's order of final approval has been filed, then the Settlement shall be final when the applicable appellate court has rendered a final decision or opinion affirming the trial court's final approval without material modification, and the applicable date for seeking further appellate review has passed, or the date that any such appeal has been either dismissed or withdrawn by the appellant.
8. All class members who do not opt-out will release Defendant from any and all claims asserted in the operative complaint, and any future amendments to the operative complaint, including, but not limited to, state wage and hour claims for any and all violations of California's Labor Code and Unfair Competition Law based on Defendant's failure to pay for all hours worked (including minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, failure to furnish accurate itemized wage statements, civil penalties under PAGA based on the alleged Labor Code violations, and all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said causes of action under California law, to the extent permissible, including, but not limited to, the California Labor Code and the applicable Wage Orders.
9. The Settlement Class Members are all persons who worked for Defendant in California as an hourly paid or non-exempt employee during the Class Period, as defined below.
10. The Class Period starts on November 1, 2017 and shall end on May 19, 2023, 60 days from the date of the settlement reached on March 20, 2023, or on the date the motion for preliminary approval is granted if it is heard before this date, whichever date is later.
11. Defendant will not oppose a request by Plaintiff Jesus Marmolejo to be appointed the Class Representative and for an enhancement payment of up to \$10,000.00, in exchange for his service as the Class Representative and for her execution of a full release of all claims including a waiver of known and unknown claims. This amount is paid from the Maximum Settlement Amount and is in addition to the payment to which Plaintiff is entitled as a Class Member. Even in the event that the Court reduces or does not approve the requested Class Representative's enhancement payment, Plaintiff shall not have the right to revoke this MOU or this settlement, and it will remain binding.
12. \$30,000.00 of the Maximum Settlement Amount is allocated for violations of PAGA, 75% (\$22,500.00) of which will be paid to the LWDA and 25% (\$7,500.00) of which will be paid to the Class.

13. Defendant will not oppose an application for an award of attorneys' fees to counsel for Plaintiff, from the Maximum Settlement Amount, of up to 33 1/3% of the Maximum Settlement Amount (the amount is \$208,333.33), plus actual costs and expenses including accounting costs up to \$20,000.00 as supported by declaration. Even in the event that the Court reduces or does not approve the requested award to Plaintiff's counsel for attorneys' fees and costs including accounting expenses, Plaintiff's counsel shall not have the right to revoke this MOU or this settlement, and it will remain binding.
14. Defendant will not oppose an application of up to \$15,000.00 of the Maximum Settlement Amount to the Settlement Administrator for claims administration costs and fees. Fees of the Settlement Administrator shall be paid out of the Maximum Settlement Amount. The Parties agree to select a mutually agreeable Settlement Administrator. The Settlement Administrator shall be responsible for payment of all payments to the Settlement Class, and shall be responsible for all appropriate withholdings, disbursement of taxes, and compliance with all reporting obligations.
15. Settlement Class Members will not be required to submit a claim form to participate in the settlement. The Class will receive a Notice containing instructions on how to opt-out or object to the settlement.
- a. Individual settlement payments will be proportionally based on compensable workweeks, based on the class member's dates of employment.
 - b. The Class Notice will contain the estimated individual settlement payment and dates of employment.
 - c. Class Members who submit timely requests to opt out of the settlement within 60 days of the Settlement Administrator mailing the Class Notice will not participate in the settlement and will not be bound by the terms of the proposed settlement or the final judgment.
16. Settlement checks will be valid for 180 days, and all funds remaining from uncashed checks after 180 days shall be handled pursuant to California Code of Civil Procedure section 384. The Parties select Little Italy San Jose Foundation a 501(c)(3) nonprofit organization as the *cy pres* recipient. If the Court does not approve the *cy pres* designee, the Parties shall select a new *cy pres* designee, with approval by the Court. Any Class Member who does not opt-out will be nevertheless bound by the terms of the agreement regardless of whether he or she cashes the check.
17. The settlement payment for each individual claimant shall be allocated ten percent (10%) as wages and ninety percent (90 %) as penalties and interest. The Settlement Administrator will be responsible for issuing all tax documents to Class Members.
18. Defendant maintains the right, in their sole discretion, to revoke the settlement and their stipulation to class certification prior to the final fairness hearing in the event that ten percent (10%) or more of Settlement Class Members opt out of the settlement.

19. Defendant represents that there are no more than 82,455 workweeks worked by the Class Members during the Class Period. In the event the number of workweeks worked by the Class Members increases by more than 10%, or 8,246, then the Maximum Settlement Amount shall be increased proportionally by the workweeks worked in excess of 82,455 multiplied by the workweek value. The workweek value shall be calculated by dividing the Maximum Settlement Amount by 82,455 workweeks. The Parties agree that the workweek value is \$7.58 (\$625,000.00 / 82,455 workweeks). Thus, for example, should there be 92,455 workweeks in the Class Period, then the Maximum Settlement Amount shall be increased by \$75,800 ((92,455 workweeks – 82,455 workweeks) x (\$7.58/workweek)).

20. All Class Members who have not validly opted out by the stated time period will be subject to the Release and all other terms of the settlement.

21. The Parties and their counsel agree not to take any action to encourage any Class Members to opt out of and/or object to the Settlement. Counsel for Plaintiff reserves the right to encourage Class Members to participate in the settlement.

22. Defendant expressly denies any liability. Neither this MOU nor the “long form” Settlement Agreement shall constitute an admission of liability or the accuracy of any allegation made by Plaintiff or their counsel.

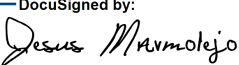
23. Any settlement shall remain confidential until a motion for preliminary approval is filed with the court.

This agreement is executed by the Parties and their duly authorized attorneys as of the day and year set forth below:

IT IS SO AGREED.

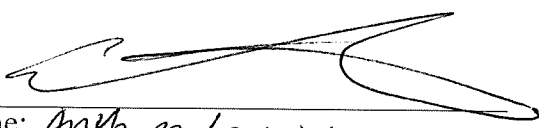
On Behalf of Plaintiff:

Dated: 8/22/2023, 2023

DocuSigned by:

 Jesus Marmolejo, Plaintiff

On Behalf of Defendant Significant Cleaning Services, LLC:

Dated: 8/21/, 2023


 Name: Anthony Lovaglin
 Title: CEO

Approved as to form:

WILSHIRE LAW FIRM, PLC

Dated: August 22, 2023


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

Attorneys for Plaintiff and the Class

BACKSTROM LABOR LAW

Dated: August 22, 2023


Karin L. Backstrom

Attorneys for Defendant

Exhibit 2

[NOTE: This Model Class Action and PAGA Settlement Agreement is based on a version originally 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 (Ret.) and including 16 attorneys who regularly represent plaintiffs and defendants in wage and hour cases. 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 for 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. **COUNSEL USING THIS MODEL AGREEMENT ARE TO ATTACH A REDLINED VERSION TO THEIR MOTIONS FOR APPROVAL SHOWING HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.**]

[MODEL] CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff _____ (“Plaintiff”) and defendant _____ (“XYZ”). The Agreement refers to Plaintiff and XYZ collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against XYZ captioned _____ initiated on _____ and pending in the Court.
- 1.2 “Administrator” means _____, 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 in California and classified as a _____ who worked for XYZ during the PAGA Period].
- 1.5 “Class” means [define class, e.g., all persons employed by XYZ in California and classified as _____ who worked for XYZ during the Class Period].
- 1.6 “Class Counsel” means _____.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

- 1.8 “Class Data” means Class Member identifying information in XYZ’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 “Address Search” means the Administrator’s investigation and search for current Class Member or Aggrieved Employee 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 or Aggrieved Employees.
- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English [with a Spanish translation, if applicable] in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from _____ to _____.
- 1.13 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a class representative.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Los Angeles.
- 1.16 “XYZ” means named Defendant _____.
- 1.17 “Defense Counsel” means _____.
- 1.18 “Effective Date” means the date on which the Judgment becomes 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 (c) 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 “Gross Settlement Amount” means \$_____ which is the total amount XYZ agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.
- 1.22 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share [25%/35%] of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.ⁱ
- 1.24 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.25 “LWDA” means the California Labor and Workforce Development Agency.
- 1.26 “LWDA PAGA Payment” means the [75%/65%] of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.27 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29 “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for XYZ for at least one day during the PAGA Period.
- 1.30 “PAGA Period” means the period from _____ to _____.
- 1.31 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).
- 1.32 “PAGA Notice” means Plaintiff’s _____ letter to XYZ and the LWDA [and Plaintiff’s _____ letter to XYZ and the LWDA] providing notice pursuant to Labor Code section 2699.3, subdivision (a).

- 1.33 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated [25%/35%] to the Aggrieved Employees (_____) and [75%/65%] to the LWDA (_____) in settlement of PAGA claims.
- 1.34 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35 “Plaintiff” means _____, the named plaintiff in the Action.
- 1.36 “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.
- 1.37 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.38 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.39 “Released Parties” means XYZ and each of its former and present [directors,] [officers,] [shareholders,] [owners,] [members,] [attorneys,] [insurers,] [predecessors,] [successors,] [assigns,] [subsidiaries,] [affiliates].
- 1.40 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.41 “Response Deadline” means [e.g., 60] days after the Administrator mails the Class Notice and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion, (b) fax, email or mail objections to the Settlement, or (c) fax, email or mail a challenge to the number of Workweeks allocated to the Class Member in the Class Notice. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional [14] calendar days beyond the Response Deadline.
- 1.42 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.43 “Workweek” means any week during which a Class Member worked for XYZ for at least one day, during the Class Period.ⁱⁱ

2. RECITALS.

- 2.1 On _____, Plaintiff commenced this Action by filing a complaint alleging causes of action against XYZ for _____. [On _____, Plaintiff filed a [e.g., First Amended Complaint] alleging causes of action against XYZ for _____. The [e.g., First Amended] Complaint is the operative complaint in the Action (the “Operative Complaint”).] XYZ 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.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to XYZ and the LWDA by sending the PAGA Notice.

2.3 On _____, the Parties participated in an all-day mediation presided over by _____ which led to this Agreement [or describe alternative means of negotiation].

2.4 Before [mediation] [negotiating the Settlement], Plaintiff obtained, through [formal] [informal] discovery, _____ (documents, testimony and information obtained). Plaintiff's 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] [has not] granted class certification.

(list case names, case numbers, and jurisdictions)

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

_____.
(list case names, case numbers, and jurisdictions)

3. MONETARY TERMS.

3.1 Gross Settlement Amount. XYZ promises to pay \$ _____ and no more as the Gross Settlement Amount [and to separately pay any and all employer payroll taxes owed on the Wage Portions (as defined below) of the Individual Class Payments.] XYZ has no obligation to pay the Gross Settlement Amount (or any payroll taxes) before the deadline stated in Paragraph 4.2.ⁱⁱⁱ 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.

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 Plaintiff: Class Representative Service Payment of not more than \$ _____ (in addition to any Individual Class Payment [and any Individual PAGA Payment] the Class Representative is entitled to receive as a Participating Class Member). XYZ will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the Motion for Final Approval, Plaintiff will seek Court approval for any Class Representative Service Payment. If the Court approves a Class Representative Service Payment 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 using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than ____%, which is currently estimated to be \$_____, and a Class Counsel Litigation Expenses Payment of not more than \$_____. XYZ will not oppose requests for these payments provided they do not exceed these amounts. As part of the Motion for Final Approval, Plaintiff and/or Class Counsel may seek Court approval of a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. In support of the Class Counsel Litigation Expenses Payment, Class Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment less than the amount 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's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation 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 XYZ harmless, and indemnifies XYZ, from any dispute or controversy regarding any division or sharing of any of these payments.

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

3.2.4 To Each Participating Class Member: An Individual Class Payment, which the Administrator shall calculate 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. ____% 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 ____% 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").^{iv} 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 \$_____ to be paid from the Gross Settlement Amount, with [75%/65%] (\$_____) allocated to the LWDA PAGA Payment and [25%/35%] (\$_____) 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%/35%] share of PAGA Penalties (\$_____) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA 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 Size Estimates. Based on a review of its records to date, XYZ estimates there are _____ Class Members who collectively worked a total of _____ Workweeks, and _____ Aggrieved Employees who worked a total _____ of PAGA Pay Periods.^v

4.2 Funding of Gross Settlement Amount. XYZ shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay XYZ's share of payroll taxes, by transmitting the funds to the Administrator no later than [14] days after the Effective Date.

4.3 Payments from the Gross Settlement Amount. Within [14] days after XYZ 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.

4.3.1 The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Class Members and Aggrieved

Employees 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 who are also Aggrieved Employees 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.

- 4.3.2 The Administrator must conduct an Address Search for all Class Members and Aggrieved Employees whose checks are returned undelivered without a United States Postal Service ("USPS") forwarding address. Within [7] days of receiving a returned check the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Class Members or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member or Aggrieved Employee whose original check was lost or misplaced, as requested by the Class Member or Aggrieved Employee before the void date.
- 4.3.3 For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such a check [to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure section 384, subdivision (b) ("Cy Pres Recipient")] [to the California Controller's Unclaimed Property Fund in the name of the Class Member]. [The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient].
- 4.3.4 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such check to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).
- 4.3.5 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate XYZ to confer any additional benefits or make any additional payments to Class Members or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when XYZ fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the

Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

- 5.1 Plaintiff's Release. Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys, administrators, successors and assigns, 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 and Plaintiff's PAGA Notice. ("Plaintiff's Release.") Plaintiff's 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, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.^{vi}

- 5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

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

- 5.2 Release by Participating Class Members:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period [including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.]. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on events occurring outside the Class Period.

- 5.3 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, 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 facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period

and the PAGA Notice [including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.].

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

6.1 XYZ’s Declaration in Support of Preliminary Approval. Within _____ days of the full execution of this Agreement, XYZ will prepare and deliver to Class Counsel a signed declaration from XYZ and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient (if applicable). In their declarations, Defense Counsel and XYZ shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff’s Responsibilities. Plaintiff 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, subdivision (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 Recipient]; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, [and/or] the Administrator [and/or the proposed Cy Pres Recipient]; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and its timely transmission to the LWDA of all necessary PAGA documents (PAGA Notice (Lab. Code, § 2699.3, subd. (a)), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2))); (vii) a redlined version of the Agreement showing all modifications made to the Los Angeles Superior Court’s Model Agreement; and (viii) 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 and Class Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than [30] days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and appearing in Court to

advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together 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 by meeting in person or by telephone and in good faith to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected _____ to serve as the Administrator and verified that, as a condition of appointment, _____ agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 Not later than [e.g., 15] days after the Court grants Preliminary Approval, XYZ will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to effect and perform under this Agreement. XYZ 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 XYZ 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. 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, Aggrieved Employees, Workweeks and PAGA Pay Periods in the Class Data.

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

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

7.4.4 The deadline for Class Members' written objections, challenges to Workweeks, and Requests for Exclusion will be extended for Class Members whose notices are re-mailed. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional [14] calendar days beyond the Response Deadline. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, XYZ 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.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline. A Request

for Exclusion is a letter from a Class Member or the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline to challenge the number of Workweeks 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. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges to the number of Workweeks. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct if they are consistent with the Class Data. The Administrator's determination of allocations of Workweeks is final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide to Defense Counsel and Class Counsel copies of all challenges to calculation of Workweeks and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail no later than the Response Deadline. Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing.

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

7.8 Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

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

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

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s

assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Administrator's Declaration. Not later than [14] days before the date by which Plaintiff is 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 it received (both valid or invalid), and the number of written objections. The declaration shall attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

8. **XYZ'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ____% of the total of all Class Members, XYZ may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if XYZ withdraws, the Settlement shall be void ab initio and have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, XYZ will remain responsible for paying all Settlement Administration Expenses incurred to that point. XYZ must notify Class Counsel and the Court of its election to withdraw not later than [seven] days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
9. **MOTION FOR FINAL APPROVAL.** Not later than [16] court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than [seven] days before 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.

- 9.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than [five] court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 9.3 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 or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.4 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, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement, 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 Net Settlement Amount.
- 9.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the appellate 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.

10. 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 a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability. 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 XYZ that any of the allegations in the Operative Complaint have merit or that XYZ has any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiff that XYZ'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 not grant Preliminary Approval, grant Final Approval, or enter Judgment, XYZ reserves the right to contest certification of any class for any reason, XYZ reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest XYZ'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).

11.2 Confidentiality Before Preliminary Approval. Plaintiff, Class Counsel, XYZ and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate, 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) to 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, Class Counsel, XYZ 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.

11.3 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.

- 11.4 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.
- 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and XYZ, 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.
- 11.6 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 and 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 or the Court for resolution.
- 11.7 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 any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, XYZ 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.
- 11.9 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.
- 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.
- 11.12 Cooperation in Drafting. The Parties have cooperated in drafting and preparing 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.

- 11.13 Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by XYZ in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules 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 shall destroy all paper and electronic versions of Class Data received from XYZ unless, before the Court's discharge of the Administrator's obligation, XYZ makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 11.15 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.
- 11.16 Calendar Days. Unless otherwise noted, all references 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.
- 11.17 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:

To XYZ:

- 11.18 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.

11.19 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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

_____	For Plaintiff	_____	For XYZ
_____		_____	
(date)		(date)	

_____	Counsel For Plaintiff	_____	Counsel For XYZ
_____		_____	
(date)		(date)	

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

[_____ (case name and number) _____]

***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 ("Action") against _____ [abbreviate name; "XYZ" is used herein as a placeholder] for alleged wage and hour violations. The Action was filed by a [former] XYZ employee _____ ("Plaintiff") and seeks payment of (1) back wages [and other relief] for a class of [e.g., hourly] employees ("Class Members") who worked for XYZ during the Class Period _____ to _____; and (2) penalties under the California Private Attorney General Act ("PAGA") for all [e.g., hourly] employees who worked for XYZ during the PAGA Period (_____ to _____) ("Aggrieved Employees").

The proposed settlement has two main parts: (1) a class settlement requiring XYZ to fund individual class payments, and (2) a PAGA settlement requiring XYZ to fund individual PAGA payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on XYZ'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'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 XYZ'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 the Class Period, you can submit a challenge by the deadline date. See Section IV 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 and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires XYZ to make payments under the settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against XYZ.

If you worked for XYZ 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 against XYZ.

- (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, 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 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 XYZ 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 _____	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. See Section VI of this notice. You cannot opt-out of the PAGA portion of the proposed settlement. XYZ 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 _____	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 Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section VII of this notice.

You Can Participate in the _____ Final Approval Hearing	The Court’s final approval hearing is scheduled to take place on _____. 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. See Section VIII of this notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your individual class payment and individual 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 of Class Period workweeks and number of PAGA Period pay periods you worked according to XYZ’s records is stated on the first page of this notice. If you disagree with the number of Class Period workweeks, you must challenge it by _____. See Section IV of this notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiff is a [former] XYZ employee. The Action accuses XYZ of violating California labor laws by failing to pay [e.g., overtime wages, minimum wages, wages due upon termination and reimbursable expenses] and failing to provide [e.g., meal periods, rest breaks and accurate itemized wage statements]. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.). Plaintiff is represented by attorneys in the Action: _____.

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

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

So far the Court has made no determination whether XYZ or Plaintiff is correct on the merits. In the meantime, Plaintiff and XYZ hired [an experienced, neutral mediator/a retired judge/ (describe alternative means of negotiation)] in an effort to resolve the Action by negotiating an agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a settlement agreement and agreeing to ask the Court to enter a judgment ending the Action, Plaintiff and XYZ 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 does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the settlement is a good deal for you because they believe that: (1) XYZ 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. The Court preliminarily approved the proposed settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

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

1. XYZ Will Pay \$_____ as the Gross Settlement Amount (“Gross Settlement”). XYZ 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, a class representative service payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the 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 becomes final. The judgment will be final on the date the Court enters judgment, or a later date if Participating Class Members object to the proposed settlement or the judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the final approval hearing, 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:
 - A. Up to \$_____ [_____ % of the Gross Settlement] to Class Counsel for attorneys’ fees and up to \$_____ for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$_____ to Plaintiff as a class representative award for filing the Action, working with Class Counsel and representing the Class. A class representative award will be the only monies Plaintiff will receive other than Plaintiff’s individual class payment and any individual PAGA payment.
 - C. Up to \$_____ to the Administrator for services administering the settlement.
 - D. Up to \$_____ for PAGA penalties, allocated [75%/65%] to the LWDA and [25%/35%] to individual PAGA payments to Aggrieved Employees based on their pay periods during the PAGA Period.

Participating Class Members have the right to object to any of these deductions except the PAGA penalties. 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. Plaintiff and XYZ are asking the Court to approve an allocation of _____ % of each individual class payment to taxable wages (“Wage Portion”) and _____ % to [e.g., interest, etc.] (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. [Option 1: (XYZ 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 and XYZ 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 be deposited with the California Controller's Unclaimed Property Fund in your name] [will irrevocably be lost to you because they will be paid to a non-profit organization or foundation].

[If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, 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 _____, 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 _____ response deadline. The request for exclusion should be a letter from the Class Member or Class Member's representative setting forth the Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the settlement. Class Members who opt out will not receive individual class payments, but will preserve their rights to personally pursue wage and hour claims against XYZ.

You cannot opt-out of the PAGA portion of the settlement. Class Members who opt out of the class settlement remain eligible for individual PAGA payments and are required to give up their right to assert PAGA claims against XYZ 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 not grant final approval of the settlement or not enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiff and XYZ have agreed that, in either case, the settlement will be void, XYZ will not pay any money, and Class Members will not release any claims against XYZ.
8. Administrator. The Court has appointed a neutral company, _____ (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 IX of this notice.

9. Participating Class Members' Release. After the Judgment is final and XYZ 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 XYZ 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, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period [including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.]. Except as set forth in Section 5.3 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 events occurring outside the Class Period.^{vii}

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and XYZ has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against XYZ, 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 XYZ or its related entities based on the PAGA Period facts alleged in the Action and resolved by this settlement.

The Aggrieved Employees' Release is as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, 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 facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice [including, e.g., (a) any and all claims involving any alleged failure to pay minimum wage; etc.].^{viii}

IV. 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 \$_____ by the total number of PAGA Period 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 Challenges. The number of Workweeks you worked during the Class Period, as recorded in XYZ's records, is stated in the first page of this notice. You have until _____ to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section IX 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 calculation of Workweeks based on XYZ'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 challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and XYZ's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

V. 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 (if any).
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.

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 IX of this notice has the Administrator's contact information.

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

To opt out of the class action 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 _____, 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. **You must send your request to be excluded to the Administrator by _____, or it will be invalid.** Section IX of the notice has the Administrator's contact information.

VII. 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 Plaintiff and XYZ are asking the Court to approve. At least _____ days before the _____ final approval hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed settlement is fair and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a class representative service award. Upon reasonable request, Class Counsel (whose contact information is in Section IX 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 _____ (url) or the Court's website _____ (url).

A Participating Class Member who disagrees with any aspect of the settlement or the Motion for Final Approval 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 _____.** 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 _____ and include your name, current address, telephone number and approximate dates of employment for [XYZ] and sign the objection. Section IX of this notice has the Administrator's contact information.

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 VIII of this notice (immediately below) for specifics regarding the final approval hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the final approval hearing on _____ at _____ (time) in Department [_____] of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 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 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 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.

IX. HOW CAN I GET MORE INFORMATION?

The settlement agreement sets forth everything XYZ and Plaintiff have promised to do under the proposed settlement. The easiest way to read the settlement agreement, the judgment or any other settlement documents is to go to _____ (specify entity) website at _____ (url). 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>) [**confirm**] 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 COURT TO OBTAIN
INFORMATION ABOUT THE SETTLEMENT**

Class Counsel:

Name of Attorney:

Email Address:

Name of Firm:

Mailing Address:

Telephone:

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

X. 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 should consult the Unclaimed Property Fund for instructions on how to retrieve the funds] [you will have no way to recover the money].

XI. 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 For PAGA settlements involving PAGA notice letters sent to the LWDA after June 19, 2024, ensure that Plaintiff complies with the new PAGA requirements established by S.B. 92 and A.B. 2288. The PAGA penalty allocation in the Settlement Agreement should be revised to reflect the updated structure detailed in Lab. Code, § 2699(m) – 65% of the amount to the LWDA, 35% to Aggrieved Employees.

ⁱⁱ The Parties may need to tailor this language to pay periods or shifts depending on the facts of the case.

ⁱⁱⁱ The Parties are free to negotiate a payment plan structure if appropriate. In the motion for preliminary approval, counsel should submit evidence (e.g., declaration from a representative of Defendant) explaining the financial necessity for a payment plan.

^{iv} 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, subdivision (a) claim).

^v Insert any negotiated terms addressing the possibility that XYZ’s estimates of Class size, Workweeks, or PAGA Pay Periods turn out to be understated or concerning 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 PAGA Pay Periods exceed XYZ’s estimates. Counsel must finalize the end dates of the Class and PAGA Periods before filing the Motion for Preliminary Approval and submit evidence showing if the escalator clause has been triggered and the consequences.

^{vi} The Parties can negotiate and propose a broader individual release for Plaintiff’s claims.

^{vii} Releases in the Notice should be verbatim to the releases in the Settlement Agreement.

^{viii} Releases in the Notice should be verbatim to the releases in the Settlement Agreement.

Exhibit 3

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



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

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

[Search for PAGA Case number](#)

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

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Santa Clara County Superior Court ▼

Court Case Number *

22CV397991

Hearing Date *

07/01/2026

Hearing Time *

01:30

HH:MM

Hearing Location *

191 N First St, San Jose, C

Number of aggrieved employees *

434

Net Amount to Aggrieved Employees *

7500.00

Gross settlement amount *

625,000.00

Gross penalty *

30000.00

Penalties to LWDA *

22500

Date of proposed settlement *

07/01/2026

Other PAGA Notices

[Search for PAGA Case number](#)

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

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

☐ The proposed settlement may affect other PAGA claims.

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

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

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

Proposed Settlement and Other Documents

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

 Significant CI...EXECUTED).pdf

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

 No file chosen[Add Another Attachment](#)

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

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

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

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

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Previous Page

Submit

Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>

Date Fri 1/30/2026 5:31 PM

To Alan Wilcox's Team <AlanWilcoxTeam@wilshirelawfirm.com>

01/30/2026 05:30:57 PM

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

Item submitted: Proposed Settlement

On 01/30/2026 05:30:57 PM your Proposed Settlement was successfully processed for case number LWDA-CM-847050-21

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate Attorneys General Act.htm&data=05%7C02%7Cpablo.villalobos%40wilshirelawfirm.com%7Cfa5c56d59d6c467aa91b08de60686c6c%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639054198775969596%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIklkFOljoitTWfPbClldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=w7pbiypBkHrJ8MiwurBpwnb69q73Cz%2FbYYxy0%2FBTAY%3D&reserved=0](https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate%20Attorneys%20General%20Act.htm&data=05%7C02%7Cpablo.villalobos%40wilshirelawfirm.com%7Cfa5c56d59d6c467aa91b08de60686c6c%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639054198775969596%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIklkFOljoitTWfPbClldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=w7pbiypBkHrJ8MiwurBpwnb69q73Cz%2FbYYxy0%2FBTAY%3D&reserved=0)

Exhibit 4



Quotation Request:

Coley Hayes
 Wilshire Law Firm, PLC
 coley.hayes@wilshirelawfirm.com
 800.522.7274

Case Name:

Date:
 RFP Number:

Significant Cleaning Services, LLC (Marmolejo)

Wednesday, January 28, 2026
 19300018

Prepared By:

Sean Hartranft
 Apex Class Action LLC
 Sean@apexclassaction.com
 949.878.3676

Settlement Specifications	
Estimated Class Size:	717
Certified Language Translation:	Yes
Static Settlement Website	Yes
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
-----------------------	-----------------	---------	----------	----------------

Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	2	\$250.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$550.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.25	717	\$896.25
USPS First Class Postage	Per Piece	\$0.74	717	\$530.58
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.25	143	\$322.65
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Hour	\$75.00	3	\$225.00
NCOA Address Update (USPS)	Static Rate	\$161.61	1	\$161.61
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
Sub Total:				\$3,531.09

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$620.00



APEX

CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$180.00	1	\$180.00
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$680.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.00	717	\$717.00
USPS First Class Postage	Per Piece	\$0.74	717	\$530.58
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.25	72	\$161.33
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	6	\$600.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
			Sub Total:	\$4,038.91

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	3	\$360.00
			Sub Total:	\$830.00

			WILL NOT EXCEED:	\$10,250.00
--	--	--	-------------------------	--------------------

Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. Services: Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. Payment Terms: As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. Incurred Expenses: In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. Invoicing: Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. Case Duration: The duration of these Terms and Conditions, except for the data storage obligations, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. Termination of Services: Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. Independent Contractor: As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. Limitation of Liability: The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. Indemnification: The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. Confidentiality: Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

14. COMPLETE AGREEMENT. These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. Force Majeure: In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. Severability: This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. Nonwaiver: This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

Exhibit 5



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).

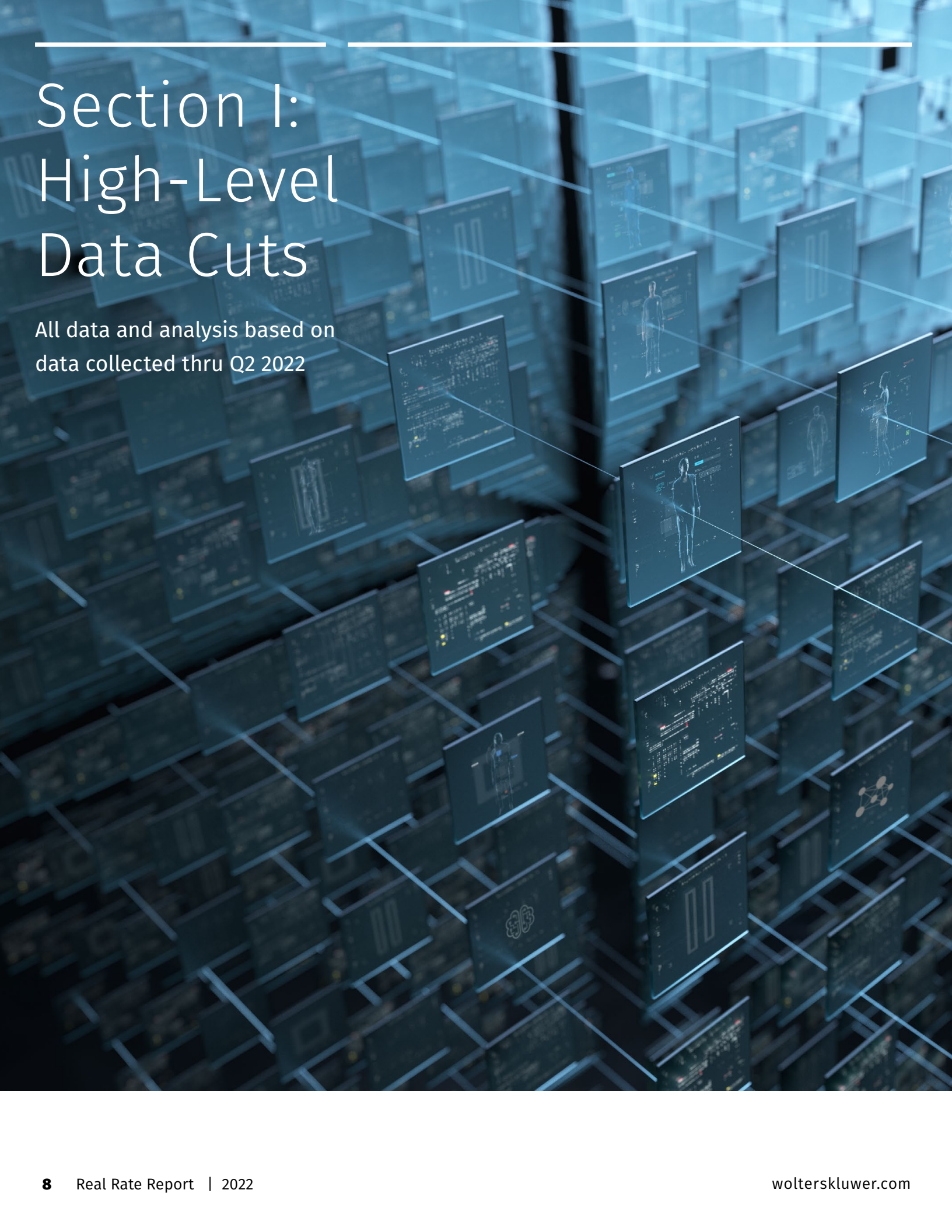
Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural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

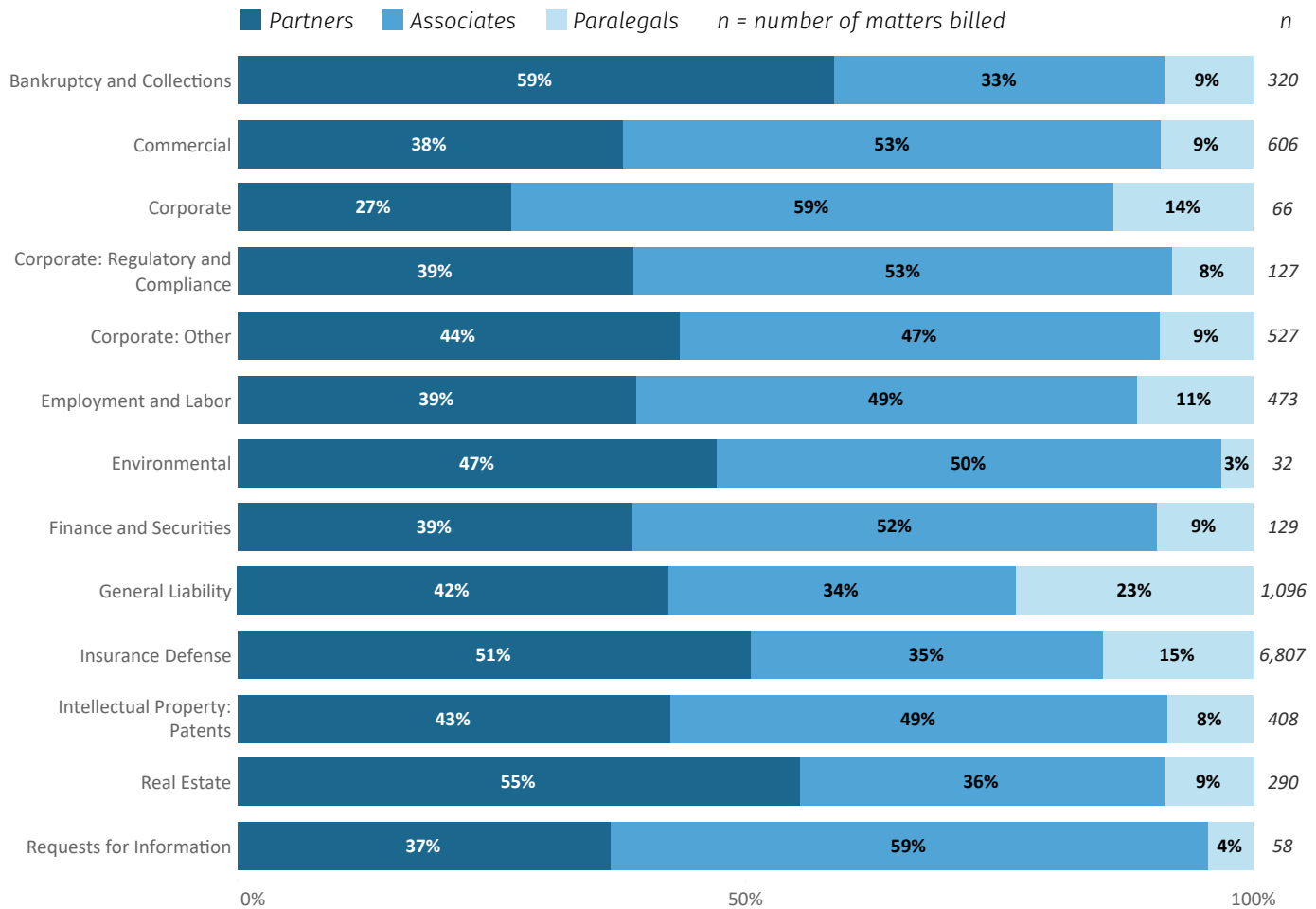
Section VI: Matter Staffing Analysis

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 6

Free Newsletter Sign Up

Business & Practice

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

By Roy Strom

Column

June 9, 2022, 2:30 AM

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

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

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

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

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

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

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

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

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

Charge It Up

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

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

Source: Court documents

Bloomberg Law

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Worth Your Time

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

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

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



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

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

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

Documents

[Trustee's Objection](#)

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Aug. 12, 2021, 3:00 AM

Law Firms

Simpson Thacher
Hogan Lovells
Jones Day
Skadden
Sidley Austin
Quinn Emanuel
Cravath Swaine & Moore
Latham & Watkins
Kirkland & Ellis
Boies Schiller Flexner

Topics

expert fees
compensation of bankruptcy attorney
acquisitions
U.S. trustees
financial markets
client-paid legal fees
data breaches

Companies

Johnson & Johnson
Thomson Reuters Corp

Exhibit 7

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

Jesus Marmolejo. v. Significant Cleaning Services, LLC
Santa Clara Superior Court, Case No. 22CV397991

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

You may be eligible to receive money from employee class and representative action lawsuits (“Actions”) Significant Cleaning Services, LLC (“Defendant”) for alleged wage and hour violations. The Actions were filed by former employee, Jesus Marmolejo and seeks (1) payment of unpaid wages and other relief for a class of non-exempt or hourly-paid employees (“Class Members”) who worked for Defendant during the Class Period (November 1, 2017 to May 19, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Class Members who worked for Defendant during the PAGA Period (October 1, 2020 to May 19, 2023) (“Aggrieved Employees”).

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

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

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

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you worked for Defendant Significant Cleaning Services, LLC at some point(s) between November 1, 2017 through May 19, 2023, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys' General Act ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant during the "PAGA Period," which is October 1, 2020 through May 19, 2023.

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

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

The Court in charge of the Action is the Santa Clara Superior Court. The case is titled *Jesus Marmolejo v. Significant Cleaning Services, LLC*, Case No. 22CV397991. The person who sued, Jesus Marmolejo, is the Plaintiff, and the company sued, Significant Cleaning Services, LLC, is the Defendant.

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

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuit alleges wage and hour violations 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 provide rest periods; (5) failure to timely pay final wages at termination; (6) failure to furnish accurate itemized wage statements; (7) failure to indemnify all necessary business expenditures; (8) failure to produce employment records; (9) violation of California's Unfair Competition Law, California Business and Professions Code section 17200, *et seq.* In addition, Plaintiff is seeking to recover civil penalties pursuant to PAGA ("PAGA Penalties") based on the alleged violations of the California Labor Code listed above. Defendant denies Plaintiff's claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

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

4. WHY IS THERE A SETTLEMENT?

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

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: persons who worked for Defendant in California as an hourly paid or non-exempt employee during the "Class Period, in State of California at any time from November 1, 2017 through May 19, 2023.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

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

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

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

Defendant has agreed to pay a Gross Settlement Amount (“GSA”) of \$625,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of one-third of the GSA or \$228,333.33 and reimbursement for reasonable costs; Enhancement Award of \$10,000.00 to the Plaintiff (for Plaintiff’s work and efforts prosecuting this case); a PAGA Penalties payment of \$30,000.00 to resolve the PAGA claims; and Settlement Administration Costs to Apex Class Action Administration, not to exceed \$10,250.00. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately **\$346,416.67**. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$30,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$22,500.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$7,500.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

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

Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendant’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (November 1, 2017 to May 19, 2023). Ninety percent (90%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and ten percent (10%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 10% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant from October 1, 2020 to May 19, 2023 (“PAGA Period”), you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees’ Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual

PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement. *See, e.g., Robinson v So. County Oil*, 53 Cal. App. 476 (2020).

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

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

10. WHEN WOULD I GET MY PAYMENT?

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

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 45 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to Little Italy San Jose Foundation as the cy pres recipient. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

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

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

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

Released Class Claims: The "Released Class Claims" shall all class members who do not opt-out will release defendant from any and all claims asserted in the Operative Complaint, and any amendments to the Operative Complaint, including, but not limited to, state wage and hour claims for any and all violations of California's Labor Code and Unfair Competition Law based on Defendant's failure to pay for all hours worked (including minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, failure to furnish accurate wage statements, civil penalties under PAGA based on the alleged Labor Code violation, and all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under

said causes of action under California law, to the extent permissible, including, but not limited to, the California Labor Code and the applicable Wage Orders.

Released PAGA Claims: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, 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 facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice [including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.].

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than [60 days after Class Notice is Mailed]. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

[INSERT].
Significant Cleaning Services, LLC Settlement
XXXXX
City, State, XXXXX
Email:
Fax:

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (October 1, 2020 through May 19, 2023). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

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

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

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

No. If you exclude yourself, you will not receive any money from this Settlement. However, if you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendant, if you desire.

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

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

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

Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
Daniel J. Kramer (SBN 314625)
daniel.kramer@wilshirelawfirm.com
Alan Wilcox (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Lucy Nguyen (SBN 338783)
lucy.nguyen@wilshirelawfirm.com
Conor Gomez (SBN 337395)
conor.gomez@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

16.

HOW

WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve \$208,333.33 (or 1/3 of the GSA) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to \$20,000.00 in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve a payment to Plaintiff Jesus Marmolejo in the amount of \$10,000.00 in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiff has spent in service to the Class as the Class Representative. The Court may award a Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

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

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

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before _____, 2026, at the following address:

[INSERT]

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

Significant Cleaning Services, LLC

XXXXXX

City, State, XXXXX

Email:

Fax

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

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

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

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FAIRNESS HEARING

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

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

The Court will hold a Final Approval Hearing at _____ on _____ in Department 19 of the Santa Clara County Superior Court located at 161 North First Street in San Jose, CA 95113, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

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

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

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

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

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

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

[INSERT]
Significant Cleaning Services, LLC Settlement
XXXXX
City, State, XXXXX
Email:
Fax

PLEASE DO NOT TELEPHONE THE COURT OR SIGNIFICANT CLEANING SERVICES, LLC'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.