

Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
Daniel J. Kramer (SBN 314625)
daniel.kramer@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, 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 FRESNO**

MARIA DOLORES ORTIZ RODRIGUEZ,
individually, and on behalf of all others
similarly situated,

Plaintiff,

v.

SUMMERSWEET FARMS, INC., a California
entity; and DOES 1 through 10, inclusive,

Defendant.

Lead Case No.: 21CECG02923

Consolidated with 21CECG03593

CLASS & REPRESENTATIVE ACTION

*[Assigned to Hon. Jonathan M. Skiles, Dept.
403]*

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

FINAL APPROVAL HEARING

Date: November 4, 2025
Time: 3:30 p.m.
Dept.: 403

Complaint filed: September 30, 2021
Trial date: Not set

I, Benjamin H. Haber, declare as follows:

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

CASE BACKGROUND

2. This is a consolidated wage and hour class and Private Attorneys General Act (“PAGA”) (Cal. Lab. Code §§ 2699, et seq.) representative action. Plaintiff and putative class members worked in California as hourly-paid or non-exempt employees for Defendant Summersweet Farms, Inc. (“Defendant”) during the class period. Defendant grows and packs tree fruit and is headquartered in Reedley, California.

3. On September 30, 2021, Plaintiff filed a putative wage-and-hour class action complaint against Defendant for: (1) failure to pay minimum and straight time wages (Labor Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Labor Code §§ 1194 and 1198); (3) failure to provide meal periods (Labor Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (Labor Code § 226.7); (5) failure to timely pay final wages at termination (Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements (Labor Code § 226); (7) failure to indemnify employees for expenditures (Labor Code § 2802); and (8) unfair business practices (Business and Professions Code 17200 et seq.). On October 1, 2021, Plaintiff also sent a notice to Defendant and the California Labor & Workforce Development Agency (“LWDA”) alleging similar wage and hour violations pursuant to the PAGA. Plaintiff sent a notice to Defendant and the California Labor & Workforce Development Agency (“LWDA”) alleging similar wage and hour violations pursuant to the PAGA on October 1, 2021.

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1 4. On December 6, 2021, Plaintiff filed a separate PAGA action entitled Maria Dolores
2 *Ortiz Rodriguez v. Summersweet Farms, Inc.*, case number 21CECG03593.

3 5. On September 27, 2022, pursuant to a Joint Stipulation to file a Consolidated
4 Complaint, the Court granted an order to consolidate the separate class and PAGA complaints with
5 case number 21CECG02923 deemed the lead case.

6 6. On October 12, 2022, Plaintiff filed the Consolidated Class and Representative
7 Action Complaint (“Operative Complaint”).

8 DISCOVERY, INVESTIGATION, AND SETTLEMENT

9 7. Following the filing of the Complaint, the Parties exchanged documents and
10 information before mediating this action. The Parties did not engage in formal discovery prior to
11 mediation, however, the Parties participated in informal discovery exchange in preparation for
12 mediation. As part of Defendant’s informal discovery production, Defendant produced all of its
13 relevant policy documents, including employee handbooks and attendance policies that were in
14 effect during the class period and the timekeeping and payroll records for a randomized sample of
15 the class up to August 2022 for Plaintiff’s counsel to analyze. The timekeeping and payroll records
16 produced and analyzed included approximately 3,999 workweeks. When entered into a sample
17 size calculator, the number of shifts in the documents produced indicated a 2% margin of error on
18 a 99% confidence interval.

19 8. After reviewing documents regarding Defendant’s wage and hour policies and
20 practices, analyzing Defendant’s timekeeping and payroll records, and interviewing Class
21 Members, Class Counsel was able to evaluate the probability of class certification, success on the
22 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 litigation. Class
24 Counsel reviewed these records and prepared a damage analysis prior to mediation.

25 SETTLEMENT NEGOTIATIONS

26 9. On September 21, 2022, the Parties participated in private mediation with
27 experienced class action mediator, Hon. Howard R. Broadman (Ret.). The mediation was
28 conducted via Zoom. The settlement negotiations were at arm’s length and, although conducted

1 in a professional manner, were adversarial. The Parties went into the mediation willing to explore
2 the potential for a settlement of the dispute, but each side was also prepared to litigate their position
3 through trial and appeal if a settlement had not been reached. After extensive negotiations and
4 discussions regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses,
5 the Parties reached a tentative global resolution. The Parties subsequently negotiated and drafted
6 a long-form agreement, the material terms of which are encompassed within the Settlement
7 Agreement. Attached as **Exhibit 1** is a true and correct copy of Joint Stipulation Re: Class and
8 PAGA Settlement ("Settlement" or "Settlement Agreement").

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

15 11. On December 28, 2023, Plaintiff filed her initial Motion for Preliminary Approval
16 of Class Action Settlement ("MPA"). On January 18, 2024, the Court issued a Tentative Ruling
17 regarding Plaintiff's MPA. The Tentative Ruling, which ultimately became the Order of the Court
18 on January 23, 2024 ("Order"), outlined a series of issues with the detail provided in the initial
19 declaration filed in support of the MPA and the Class Notice and denied the MPA without
20 prejudice. Following the Court's January 23, 2024 ruling, my office met and conferred with
21 counsel for Defendant and drafted an Amended Class Notice ("Amended Class Notice"). My office
22 filed supplemental briefing with the Court's requested changes on August 12, 2024. On August
23 22, 2024, the Court clarified that the MPA needed to be re-filed with a new hearing date. Following
24 the re-filing of the MPA, the Court granted, the Court granted Plaintiff's Motion for Preliminary
25 Approval of Class Action Settlement on June 18, 2025. The deadline for class members to opt out
26 or object to the Settlement was September 11, 2025. The reaction of the Class to the settlement so
27 far has been overwhelmingly positive. Indeed, as of the filing of the Motion, three Class Members
28 had opted out of the settlement and no Class Member has objected to the settlement.

12. The settlement obviates the significant risk that the Court may deny certification of all or some of Plaintiff's claims. While Plaintiff is confident in the merits of his claims, a legitimate controversy exists as to each cause of action. Plaintiff also recognizes that proving the amount of wages due to each class member would be an expensive, time-consuming, and uncertain proposition. Furthermore, even if Plaintiff obtained certification of all or some of the claims, continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and reduce any recovery by the class.

13. The proposed Settlement Agreement was provided to the LWDA in advance of Plaintiff's filing of the Motion for Preliminary Approval of Class Action Settlement.

ENHANCEMENT AWARDS FOR PLAINTIFF IS REASONABLE

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

15. Throughout this litigation, Plaintiff, who is a former employee of Defendant, has cooperated immensely with my office and has taken many actions to protect the interests of the class. Plaintiff provided valuable information regarding the off-the-clock, meal period, and rest period claims. Plaintiff also informed my office of developments and information relevant to this action, participated in decisions concerning this action, made himself available to answer questions during the mediation, and provided my office with the names and contact information of potential witnesses in this action. Before we filed this case, Plaintiff provided my office with documents regarding the claims alleged in this action. The information and documentation provided by Plaintiff was instrumental in establishing the wage and hour violations alleged in this action, and the recovery provided for in the Settlement Agreement would have been impossible to obtain without Plaintiff's participation.

16. At the same time, Plaintiff faced many risks in adding herself as the class representative in this matter. Plaintiff faced actual risks with his future employment, as putting

1 himself on public record in an employment lawsuit could also very well affect his likelihood for
2 future employment. Furthermore, as part of this settlement, Plaintiff is executing general releases
3 of all claims against Defendant.

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

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

18 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

19 19. The settlement provides for attorneys' fees and costs to Class Counsel in an amount
20 up to 33.33% of the Settlement Amount, for a maximum fees award of \$91,666.67.00, plus
21 reasonable litigation expenses of up to \$20,000.00.

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

Person	Role	Hours	Rate	Lodestar
Benjamin H. Haber	Partner	64	\$750	\$48,000
Daniel J. Kramer	Senior Attorney	90	\$725	\$65,250
Min Jee Kim	Senior Paralegal	24	\$200	\$4,800

Bradford Smith	Former Associate Attorney	7 ¹	\$600	\$4,200
Justin F. Marquez	Former Partner	29 ²	\$1,500	\$43,500
Total:		214		\$165,750

21. Wilshire Law Firm, PLC has spent approximately 214 hours, for a lodestar of \$165,750 litigating this action to bring it to resolution, not including time which will be expended monitoring the administration of the settlement and distribution of funds to the Class Members. The efforts expended by Plaintiff's counsel to achieve this result include, but are not limited to, the following:

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

¹ Bradford Smith is no longer with Wilshire Law Firm, PLC. His hours (7) are those reflected in my declaration filed in support of the Motion for Preliminary Approval of Class Action Settlement, filed on April 9, 2025.

² As described below, Justin F. Marquez is no longer with Wilshire Law Firm, PLC as of December 2024. I have conservatively estimated at least 29 hours of work (which I can personally corroborate) by Mr. Marquez on this matter, which includes, but is not limited to, assisting with the complaint, participating in several meetings regarding the case and case strategy, assisting with the mediation materials and brief, and attending the mediation.

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

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

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

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

25. It is further estimated that my office will need to expend at least another 15 to 20 hours to monitor the process leading up to payments made to the class. My office also bears the risk of taking whatever actions are necessary if Defendant fails to pay.

26. The risk to my office has been very significant, particularly if we would not be successful in pursuing this class action. In that case, we would have been left with no compensation

1 for all the time taken in litigating this case. The contingent risk in these types of cases is very real
2 and they do occur regularly. Furthermore, we were precluded from focusing on, or taking on, other
3 cases which could have resulted in a larger, and less risky, monetary gain.

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

13 28. As of the date of filing this Motion, Class Counsel has incurred around \$13,982.32
14 in expenses for this action. Notably, Defendant has agreed that they will not oppose any cost
15 award request up to \$20,000.00. Accordingly, Class Counsel respectfully requests reimbursements
16 of \$13,982.32, which should be reimbursed in full. Attached as **Exhibit 2** is a list of the costs and
17 the categories of costs for the costs incurred in this case to date by Wilshire Law Firm, PLC.

18 PLAINTIFF'S COUNSEL'S EXPERIENCE AND QUALIFICATIONS

19 29. Plaintiff is represented by Wilshire Law Firm, PLC. The attorneys at WLF
20 performed significant work and expended litigation costs in prosecuting this matter with no
21 guarantee of payment.

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

27 31. WLF is qualified to handle this Litigation because its attorneys are experienced in
28 litigating Labor Code violations in both individual, class action, and representative action cases.

WLF has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as class actions involving consumer rights and data privacy litigation.

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

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

- a. *Colter v. Propulsion Controls Engineering*, San Diego County, Case No. 37-2020-00030682-CU-OE-CTL; Motion for Final Approval granted on October 28, 2022.
- b. *Rodriguez v. Modesto Restaurant Group, LLC*, Stanislaus County, Case No. CV-21-000269; Motion for Final Approval granted on January 10, 2023.
- c. *Kingsbury v. Caravan Foods II, Inc.*, Alameda County, Case No. RG21096357; Motion for Final Approval granted on January 31, 2023.
- d. *Frias-Estrada v. Trek Retail Corporation*, Contra Costa County, Case No. MSC20-01916; Motion for Final Approval granted on March 3, 2023.
- e. *Varez v. Valley Connection, LLC dba Carl’s Jr.*, Merced County, Case No. 22CV-00985; Motion for Final Approval granted on April 27, 2023.
- f. *Reyes v. Everytable, PBC, et al.*, Los Angeles County, Case No. 21STCV35987; Motion for Final Approval granted on May 3, 2023.

- 1 g. *Ortiz v. Tara Materials, Inc.*, San Diego County, Case No. 37-2021-0001473-
2 CU-OE-CTL; Motion for Final Approval granted on May 30, 2023.
- 3 h. *Cruz-Sanchez v. Eagle Lath & Plaster, Inc.*, Sacramento County, Case No. 34-
4 2021-00293739-CU-OE-GDS; Motion for Final Approval granted on May 30,
5 2023.
- 6 i. *Garduno v. New Generation Framing, Inc., et al.*, Stanislaus County, Case No.
7 CV-21-000544; Motion for Final Approval granted on August 11, 2023.
- 8 j. *Hernandez, et al. v. Burford Farming Company, Inc.*, Fresno County, Case No.
9 21CECG03817; Motion for Final Approval granted on August 21, 2023.
- 10 k. *Barajas v. Final Phase Construction, Inc.*, San Bernardino County, Case No.
11 CIVSB2118622; Motion for Final Approval granted on September 13, 2023.
- 12 l. *Jaimes, et al. v. Infiniti Health LLC*, Los Angeles County, Case No.
13 22STCV07261; Motion for Final Approval granted on October 17, 2023.
- 14 m. *Nunez v. Gabriel Container*, Los Angeles County, Case No. 21STCV09787;
15 Motion for Final Approval granted on November 2, 2023.
- 16 n. *Gutierrez v. Next Level Door & Millwork, Inc.*, Riverside County, Case No.
17 CVRI2105455; Motion for Final Approval granted on January 11, 2024.
- 18 o. *Lupercio v. Western CNC, Inc.*, San Diego County, Case No. 37-2021-
19 00010314-CU-OE-CTL; Motion for Final Approval granted on January 26,
20 2024.
- 21 p. *Jackson, et al. v. Apple Valley Communications, Inc., et al.*, San Bernardino
22 County, Case No. CIVSB2124721; Motion for Final Approval granted on
23 February 1, 2024.
- 24 q. *Cuadras, et al. v. Guinn Corporation*, Kern County, Case No. BCV-21-101520;
25 Motion for Final Approval granted on February 22, 2024.
- 26 r. *Canton, et al v. John B. Sanfilippo & Sons, Inc.*, Merced County, Case No. 22-
27 CV-01145; Motion for Final Approval granted on March 15, 2024.
- 28 s. *Williams v. Total Longterm Care, Inc., et al.*, San Bernardino County, Case No.

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

21 34. The reasonableness of my firm's hourly rates is also supported by several surveys

22 of legal rates, including the following:

- 23 a. The 2022 Real Rate Report survey compiled by Wolters Kluwer, which
- 24 presents the real market rates of Los Angeles area attorneys who practice
- 25 litigation. For that category, the third quartile 2022 rate was \$1,045 per hour
- 26 for partners and \$855 for associates. Likewise, page 32 of the Report describes
- 27 the rates charged by 183 Los Angeles partners with "21 or more years of
- 28 experience" and "Fewer than 21 years." For those categories, the third quartile

Los Angeles partner rate in 2022 were \$1,133 per hour for 21 or more years and \$1,075 for attorneys with fewer than 21 years. A true and correct copy of portions of the 2022 Real Rate Report is attached hereto as **Exhibit 3**.

- b. In an article entitled “Big Law Rates Topping \$2,000 Leave Value ‘In Eye of Beholder,’” written by Roy Strom and published by Bloomberg Law on June 9, 2022, the author describes how Big Law firms have crossed the \$2,000-per hour rate. The article also notes that law firm rates have been increasing by just under 3% per year. A true and correct copy of this article is attached hereto as **Exhibit 4**.

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

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

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

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

10 Executed on October 13, 2025, in Los Angeles, California.

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13 _____
14 Benjamin H. Haber
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Exhibit 1

Justin F. Marquez (SBN 262417)
justin@wilshirelawfirm.com
 Benjamin H. Haber (SBN 315664)
benjamin@wilshirelawfirm.com
 Daniel J. Kramer (SBN 314625)
dkramer@wilshirelawfirm.com

WILSHIRE LAW FIRM

3055 Wilshire Blvd., 12th Floor
 Los Angeles, California 90010
 Telephone: (213) 381-9988
 Facsimile: (213) 381-9989

Attorneys for Plaintiff

Ian B. Wieland (SBN 285721)
ian@sw2law.com
 David G. Litman (SBN 285768)
david@sw2law.com
 Amanda K. Miller (SBN 298680)
amanda@sw2law.com
SAGASER, WATKINS & WIELAND, PC
 5260 North Palm Avenue, Suite 400
 Fresno, California 93704
 Telephone: (559) 421-7000
 Facsimile: (559) 473-1483

Attorneys for Defendant

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO

MARIA DOLORES ORTIZ RODRIGUEZ,
 individually, and on behalf of all others similarly
 situated, on behalf of the other aggrieved
 employees, and on behalf of the State of
 California

Plaintiff,

v.

SUMMERSWEET FARMS, INC., a California
 entity; and DOES 1 through 10, inclusive.

Defendants.

Case No.: 21CECG02923
 Consolidated with Case No. 21CECG03593

CLASS ACTION

[Assigned to: Hon. Jonathan M. Skiles, Dept.
 403]

**JOINT STIPULATION RE: CLASS AND
PAGA SETTLEMENT**

This Joint Stipulation Re: Class Settlement is made by and between the Named Plaintiff, MARIA DOLORES ORTIZ RODRIGUEZ (“Plaintiff”), on her own behalf and on behalf of all members of the Settlement Class, as defined below, and Defendant SUMMERSWEET FARMS, INC. (“Defendant,” and together with Plaintiff, the “Parties”), in the consolidated lawsuit entitled *Maria Dolores Ortiz Rodriguez v. Summersweet Farms, Inc.*, filed in Fresno County Superior Court, Case Nos. 21CECG02923 and 21CECG03593. This Joint Stipulation Re: Class and PAGA Settlement resolves all claims that were asserted or could have been asserted against Defendant pertaining to the claims in the Litigation.

I. DEFINITIONS

A. Administrative Costs. All administrative costs of settlement, including cost of notice to the Settlement Class, claims administration, and any fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Joint Stipulation Re: Class Settlement.

B. Settlement Agreement. The terms “Settlement Agreement” or “Agreement” are used synonymously herein to mean this Joint Stipulation Re: Class and PAGA Settlement.

C. Class Counsel. The term “Class Counsel” as used herein means: WILSHIRE LAW FIRM, PLC and all the lawyers of the firm acting on behalf of Named Plaintiff and the Settlement Class. The term Class Counsel shall be used synonymously with the term Plaintiff’s Counsel.

D. Court. The term “Court” as used herein means the Superior Court of the State of California for the County of Fresno.

E. Final. The term “Final” means: (1) the date of final affirmation of the Final Approval Order from any appeal, the expiration of the time for, or the denial of, a petition to review the Final Approval Order, or if review is granted, the date of final affirmation of the Final Approval Order following review pursuant to that grant; or (2) the date of final dismissal of any appeal from the Final Approval Order or the final dismissal of any proceeding to review the Final Approval Order, provided that the Final Approval Order is affirmed and/or not reversed in any part; or (3) if no appeal or objection is filed, the date on which the Court issues the Final Approval Order and Judgment.

F. Date of Final Approval. The terms “Date of Final Approval” or “Final Approval

Order” as used herein mean the final formal judgment entered by the Court at the Final Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement.

G. Defendant. The term “Defendant” as used herein means SUMMERSWEET FARMS, INC.

H. Employer Taxes. Employer-funded taxes and contributions imposed on the wage portions of the Settlement Payment under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, and any similar state taxes and contributions required of employers, such as for unemployment insurance.

I. Litigation. The term “Litigation” as used herein means the actions entitled *Maria Dolores Ortiz Rodriguez v. Summersweet Farms, Inc.* filed and consolidated in Fresno County Superior Court, Case Nos. 21CECG02923 and 21CECG03593.

J. Named Plaintiff. The term “Named Plaintiff” as used herein means Maria Dolores Ortiz Rodriguez.

K. Net Settlement Fund. The term “Net Settlement Amount” or “Net Settlement Fund” as used herein means the Settlement Amount minus any award of attorneys’ fees and Litigation costs, Administrative Costs, enhancement to the Named Plaintiff, and penalties recoverable pursuant to California’s Private Attorneys General Act (“PAGA”) (the “PAGA Settlement”), and as provided in Sections VIII, XIII, XIV, XV, and XVI, respectively.

L. Participating Class Members. The term “Participating Class Members” as used herein means all Class Members who do not submit a valid and timely request to exclude themselves from this Settlement.

M. Participating PAGA Members. The term “Participating PAGA Members” means all Participating Class Members who worked for Defendant from April 6, 2020 through November 30, 2022, or the date when the Court grants preliminary approval of the settlement, whichever is earlier.

N. Net Settlement Payments. The term “Net Settlement Payment(s)” shall include payments made to the Settlement Class as part of the Settlement, including wages, penalties and interest.

O. Settlement. The term “Settlement” as used herein means this Agreement to resolve the Litigation.

P. Settlement Administrator. The term “Settlement Administrator” as used herein means CPT Group, Inc., which will be responsible for the administration of the Settlement Amount, as defined below, and all related matters.

Q. Settlement Amount. The term “Settlement Amount” as used herein means the sum of Two-Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$275,000.00). This is the gross amount Defendant can be required to pay under this Settlement Agreement. The Settlement Amount includes: (1) the Net Settlement Payments to be paid to Participating Class Members; (2) Court-approved attorneys’ fees and Litigation costs pursuant to Section XIII; (3) the enhancement to Named Plaintiff, as approved by the Court; (4) the Administrative Costs, as approved by the Court; (5) the PAGA Settlement to the California Labor & Workforce Development Agency (“LWDA”) and to Participating PAGA Members, as approved by the Court; (6) any statutory penalties; and (7) interest.

R. Settlement Class. For settlement purposes only, the Parties agree to the certification of a class pursuant to California *Code of Civil Procedure* § 382 defined as:

All persons who worked for Defendant in California as an hourly or non-exempt employee at any time during the Settlement Period (together, collectively referred to as the "Class Members").

S. Settlement Period. The term “Settlement Period” as used herein means the period from April 5, 2017 through November 30, 2022.

T. PAGA Period. The term “PAGA Period” as used herein means the period from April 6, 2020 to November 30, 2022.

II. BACKGROUND

A. In the Litigation, the Named Plaintiff alleges, *inter alia*, on behalf of herself and all others similarly situated, that Defendant violated California state wage and hour laws, the California *Business and Professions Code* Section 17200, *et seq.*, and the PAGA, as a result of Defendant’s California wage and hour policies and practices. Specifically, Named Plaintiff alleges that Defendant

1 failed to pay its employees at or above the applicable minimum wage rates, failed to provide regular,
2 straight-time, rest and recovery, overtime, and other non-productive time, failed to provide meal
3 breaks (including first and second meal breaks), failed to authorize and permit legally compliant rest
4 breaks each day based on the hours worked by each employee, and failed to provide reimbursements
5 for all necessary business-related expenses incurred by the class members. Named Plaintiff further
6 alleged that the aforementioned resulted in the employees receiving inaccurate wage statements, and
7 the underpayment of wages to employees upon termination and/or resignation.

8 Class Counsel conducted informal discovery concerning the claims set forth in the Litigation,
9 such as class member timekeeping and payroll records, Defendant's policies and procedures
10 concerning the payment of wages, the provision of meal and rest breaks, issuance of wage statements,
11 and providing all wages at separation, as well as information regarding the number of putative class
12 members and the mix of current versus former employees, the wage rates in effect, and the amount
13 of meal and rest period premium wages paid to class members.

14 **B.** Named Plaintiff and Class Counsel have engaged in good faith, arms-length
15 negotiations with Defendant concerning possible settlement of the claims asserted in the Litigation.
16 The Parties participated in a full day of mediation before Hon. Howard R. Broadman, a well-
17 respected wage and hour class action mediator, that resulted in a tentative settlement of the Litigation,
18 subject to the approval of the Court, and finalization of a formal Joint Stipulation Re: Class and
19 PAGA Settlement. The Parties have engaged in extensive negotiations about the terms and
20 conditions of the Settlement at the mediation and subsequent thereto. The Parties have now
21 formalized the Settlement Agreement for submission to the Court for Preliminary and Final
22 Approval.

23 **C.** Class Counsel has conducted an investigation of the law and facts relating to the
24 claims asserted in the Litigation and has concluded, taking into account the sharply contested issues
25 involved, the defenses asserted by Defendant, the expense and time necessary to pursue the Litigation
26 through trial and any appeals, the risks and costs of further prosecution of the Litigation, the risk of
27 an adverse outcome, the uncertainties of complex litigation, and the substantial benefits to be
28 received by the Named Plaintiff and the members of the Settlement Class pursuant to this Agreement,

1 that a settlement with Defendant on the terms and conditions set forth herein is fair, reasonable,
2 adequate, and in the best interests of the Settlement Class. Named Plaintiff, on his own behalf and
3 on behalf of the Settlement Class, has agreed to settle the Litigation with Defendant on the terms set
4 forth herein.

5 **D.** Defendant has concluded that, because of the substantial expense of defending against
6 the Litigation, the length of time necessary to resolve the issues presented herein, the inconvenience
7 involved, and the concomitant disruption to its business operations, it is in Defendant's best interests
8 to accept the terms of this Agreement. Defendant denies each of the allegations and claims asserted
9 against them in the Litigation. However, Defendant nevertheless desires to settle the Litigation for
10 the purpose of avoiding the burden, expense and uncertainty of continuing litigation and for the
11 purpose of putting to rest the controversies engendered by the Litigation.

12 **E.** This Agreement is intended to and does effectuate the full, final and complete
13 settlement of all allegations and claims that were asserted, or could have been asserted, in the
14 Litigation by Named Plaintiff and members of the Settlement Class as set forth in Section II(A).

15 **III. JURISDICTION**

16 The Court has jurisdiction over the Parties and the subject matter of this Litigation. The
17 Litigation includes claims that, while Defendant denies them in their entirety, would, if proven,
18 authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted
19 Final Approval of the Settlement and after the Court has ordered the entry of Judgment, pursuant to
20 California *Code of Civil Procedure* Section 664.6, the Court shall retain jurisdiction of this action
21 solely for the purpose of interpreting, implementing, and enforcing this Settlement consistent with
22 the terms set forth herein.

23 **IV. STIPULATION OF CLASS CERTIFICATION**

24 The Parties stipulate to the certification of this Settlement Class for purposes of Settlement
25 only. This Stipulation is contingent upon the Preliminary and Final Approval and certification of the
26 Settlement Class only for purposes of Settlement. Should the Settlement not become final, for
27 whatever reason, the fact that the Parties were willing to stipulate provisionally to class certification
28 as part of the Settlement shall have no bearing on, and shall not be admissible in connection with,

1 the issue of whether a class should be certified in a non-settlement context in the Litigation.
2 Defendant expressly reserves the right to oppose class certification and/or proactively move to deny
3 certification should this Settlement be modified or reversed on appeal or otherwise not become final.

4 **V. MOTION FOR PRELIMINARY APPROVAL**

5 Named Plaintiff will bring a motion before the Court for an order preliminarily approving the
6 Settlement including the Notice of Class Action and Proposed Settlement, and Workweek Dispute
7 Form, which are attached hereto as **Exhibits “A” and “B,”** respectively, and including certification
8 of the Settlement Class for settlement purposes only.

9 The date that the Court grants Preliminary Approval of this Agreement will be the
10 “Preliminary Approval Date.” Class Counsel will prepare the Motion for Preliminary Approval and
11 will provide Defendant’s counsel the opportunity to review it and provide input before it is filed. On
12 the same date on which it is filed with the Court, Class Counsel shall concurrently submit the Motion
13 for Preliminary Approval to the LWDA in compliance with Labor Code § 2698, *et seq.*, the PAGA.

14 **VI. STATEMENT OF NO ADMISSION**

15 **A.** Defendant denies liability to Named Plaintiff and to the Settlement Class upon any
16 claim or cause of action. This Agreement does not constitute, and is not intended to constitute, an
17 admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims
18 made against them in the Litigation.

19 **B.** Nothing in this Agreement, nor any action taken in implementation thereof, nor any
20 statements, discussions or communications, nor any materials prepared, exchanged, issued or used
21 during the course of the negotiations leading to this Agreement or the Settlement, is intended by the
22 Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible
23 in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or
24 proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance,
25 regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties
26 themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in this case or
27 any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as purported
28 evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or

1 executive order, or any obligation or duty at law or in equity, or for any other purpose.
2 Notwithstanding the foregoing, this Agreement may be used and filed in any proceeding before the
3 Court that has as its purpose the interpretation, implementation, or enforcement of this Agreement
4 or any orders or judgments of the Court entered in connection with implementation of the Settlement.

5 C. None of the documents produced or created by Named Plaintiff or the Settlement
6 Class in connection with the claims procedures or claims settlement procedures constitute, and they
7 are not intended to constitute, an admission by Defendant of any violation of any federal, state, or
8 local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or
9 in equity.

10 D. The Parties agree that class certification pursuant to California *Code of Civil*
11 *Procedure* Section 382 under the terms of this Agreement is for settlement purposes only. Nothing
12 in this Agreement will be construed as an admission or acknowledgement of any kind that any class
13 should be certified or given collective treatment in the Litigation or in any other action or proceeding.
14 Further, neither this Agreement nor the Court's actions with regard to this Agreement will be
15 admissible in any court or other tribunal regarding the propriety of class certification or collective
16 treatment. In the event that this Agreement is not approved by the Court or any appellate court, is
17 terminated, or otherwise fails to be enforceable, Named Plaintiff will not be deemed to have waived,
18 limited, or affected in any way any claims, rights, or remedies in the Litigation, and Defendant will
19 not be deemed to have waived, limited, or affected in any way any of their objections or defenses in
20 the Litigation.

21 VII. WAIVER AND RELEASE

22 A. Release as to All Settlement Class Members.

23 Upon the date the Court's Final Approval Order becomes "Final" (as that term is defined in
24 Section I(E) above), Named Plaintiff and all members of the Settlement Class, except those that make
25 a valid and timely request to be excluded from the Settlement Class and Settlement, waive, release,
26 discharge, and promise never to assert in any forum any and all claims that were alleged in the
27 Litigation or which could have been alleged in the Litigation by reason or in connection with any
28 matter or fact set forth or referred to in the Litigation during the Settlement Period against Defendant,

1 and its divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees,
2 agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners,
3 parents, subsidiaries, joint employers, insurers, attorneys, and related corporations, including the
4 following claims: (1) all claims alleged in the operative complaint, under any legal theory of liability,
5 for the failure to pay all wages of any kind, including any minimum or straight time wages, rest and
6 recovery time, and non-productive time owed pursuant to California Labor Code §§ 204, 510, 1194,
7 1194.2, and 1197, the California Industrial Welfare Commission (“IWC”) Wage Orders, or any
8 comparable federal statute under any theory of liability; (2) all claims alleged in the operative
9 complaint, under any legal theory of liability, for the failure to pay overtime or double time wages
10 owed pursuant to California Labor Code §§ 204, 510, 1194, and 1198, the IWC Wage Orders, or any
11 comparable federal statute under any theory of liability; (3) all claims alleged in the operative
12 complaint, under any legal theory of liability, for the failure to provide meal periods pursuant to
13 California Labor Code §§ 226.7 and 512, and the IWC Wage Orders; (4) all claims alleged in the
14 operative complaint, under any legal theory of liability, for the failure to provide rest periods pursuant
15 to California Labor Code § 226.7, and the IWC Wage Orders; (5) all claims alleged in the operative
16 complaint, under any legal theory of liability, for the failure to properly calculate any premiums owed
17 and/or paid pursuant to California Labor Code § 226.7(b); (6) all claims alleged in the operative
18 complaint, under any legal theory of liability, for any penalties of any kind arising from an alleged
19 failure to pay final wages or other amounts allegedly owed to Class Members pursuant to California
20 Labor Code §§ 201-203; (7) all claims alleged in the operative complaint, under any legal theory of
21 liability, for any penalties of any kind arising from an alleged wage statement violation pursuant to
22 California Labor Code §§ 226 and 1174.5; (8) all claims alleged in the operative complaint, under
23 any legal theory of liability, for failure to indemnify employees for expenditures pursuant to
24 California Labor Code § 2802; (9) all claims alleged in the operative complaint, under any legal
25 theory of liability, for violation of Business & Professions Code §§ 17200, *et seq.*; (10) all claims
26 alleged in the operative complaint and Plaintiff’s PAGA letter, under any legal theory of liability,
27 for penalties pursuant to the PAGA (Labor Code §§ 2698, *et seq.*); and (11) all claims alleged in the
28 operative complaint, under any legal theory of liability, for any penalties or any another amounts that

could be potentially owed to Class Members during the Settlement Period, including penalties owed pursuant to California Labor Code §§ 210, 226.2, 226.3, 558, and 1197.1.

B. General Release by Named Plaintiff Only.

In addition to the release made in Section VII(A), Named Plaintiff makes the additional following general release of all claims, known or unknown. Named Plaintiff releases Defendant, and each of its respective subsidiaries, affiliates, predecessors or successors in interest, officers, directors, shareholders, employees, attorneys, agents, assigns, insurers, and re-insurers of any of them, from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with Named Plaintiff's employment with Defendant as well as any and all acts or omissions by or on the part of Defendant. (The release set forth in this Paragraph B shall be referred to hereinafter as the "General Release.")

With respect to the General Release, Named Plaintiff stipulates and agrees that, upon the Date of Final Approval, Named Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

"SECTION 1542. [CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE.] 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."

Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other than or different from the facts now believed to be true, the release of claims contained herein shall be effective as to all unknown claims.

VIII. SETTLEMENT ADMINISTRATOR

1 Named Plaintiff and Defendant, through their respective counsel, have selected CPT Group,
2 Inc. as the Settlement Administrator to administer the Settlement, which includes, but is not limited
3 to, distributing and responding to inquiries about Notice of Class Action and Proposed Settlement
4 and Workweek Dispute Form, determining the validity of any disputes and opt-outs, calculating all
5 amounts to be paid from the Net Settlement Amount, and maintaining a website with information
6 about the Settlement. The Settlement Administrator shall update the website to include any changes
7 of the location or date of the Final Approval Hearing and the final judgment. Charges and expenses
8 of the Settlement Administrator, estimated to be no more \$10,000.00, will be paid from the
9 Settlement Amount. Any charges and expenses of the Settlement Administrator greater than the
10 allocated \$10,000.00 will come from the Settlement Amount. If the actual Settlement Administrator
11 fees are less than the Parties' estimation, the difference between the actual and estimated Settlement
12 Administrator fees will revert to the participating Settlement Class Members. The Parties agree that
13 this Agreement may be provided to the Settlement Administrator to effectuate its implementation of
14 the settlement procedures herein.

15 **IX. NOTICE, OBJECTIONS AND EXCLUSION RIGHTS**

16 **A. Notice.**

17 Named Plaintiff and Defendant, through their respective attorneys, have jointly prepared a
18 Notice of Class Action and Proposed Settlement (the "Notice") and a Workweek Dispute Form,
19 which in substance will be provided to the members of the Settlement Class as follows:

20 **B. Class Data.**

21 As soon as practicable following Preliminary Approval of the Settlement, but no later than
22 thirty (30) calendar days after the Court's Preliminary Approval Order, Defendant will provide to
23 the Settlement Administrator the following information about each Settlement Class Member ("Class
24 List"): (1) name; (2) last known home address; (3) number of workweeks as a class member during
25 the Settlement Period or the dates of employment for each Settlement Class Member; and (4) Social
26 Security number. Defendant further agrees to consult with the Settlement Administrator prior to the
27 production date to ensure that the format will be acceptable to the Settlement Administrator.
28 Plaintiff's Counsel shall also receive a redacted Class List that shall only disclose an identification

1 number attributed to each class member and the number of workweeks each class member worked
2 during the Settlement Period.

3 **C. Notice Mailing.**

4 The Settlement Administrator shall run all the addresses provided through the United States
5 Postal Service NCOA database (which provides updated addresses for any individual who has moved
6 in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain
7 current address information, and shall mail the Notice and Workweek Dispute Form to the members
8 of the Settlement Class via first-class regular U.S. Mail using the most current mailing address
9 information available, within ten (10) calendar days of the receipt of the Class List from Defendant.
10 The Notice shall provide the members of the Settlement Class forty-five (45) days' notice of all
11 applicable dates and deadlines.

12 The Notice will also include information regarding the nature of the Litigation; a summary
13 of the terms of the Settlement; the definition of the Settlement Class; a statement that the Court has
14 preliminarily approved the Settlement; the nature and scope of the claims being released; the
15 procedure and time period for objecting to the Settlement, the date and location of the Final Approval
16 Hearing; information regarding the opt-out procedure; Defendant's calculation of the number of
17 Eligible Workweeks that each Settlement Class Member has worked as an employee in California at
18 any time during the Settlement Period, and the estimated potential recovery for the proposed
19 Settlement Class Member. The Notice shall enclose the Workweek Dispute Form for Settlement
20 Class Members.

21 For each Settlement Class Member, the Workweek Dispute Form will identify the number of
22 Eligible Workweeks that he or she was employed and inform the employee of his or her right to
23 dispute this number by completing and returning the form within forty-five (45) days of the postmark
24 date of the Workweek Dispute Form. A Settlement Class Member's receipt of his or her share of the
25 Net Settlement Payments is not conditional on the submission of the Workweek Dispute Form.
26 Absent the receipt of a Workweek Dispute Form the number of workweeks identified in the
27 Workweek Dispute Form shall be deemed accurate. The settlement of any disputes concerning the
28 number of Eligible Workweeks is discussed in Section X, below.

D. Returned Notices.

If a Notice is returned from the initial notice mailing, the Settlement Administrator will perform a skip trace in an attempt to locate a more current address. If the Settlement Administrator is successful in locating a new address, it will re-mail the Notice to the Settlement Class Member. Further, any Notices returned with a forwarding address to the Settlement Administrator, as non-deliverable before the deadline date, shall be sent to the forwarding address affixed thereto. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Settlement Class Member for whom a Class Notice is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Settlement Class Members for whom new addresses are found. If the Settlement Administrator is unable to locate a better address, the Notice shall be re-mailed to the original address. If the Notice is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing. Settlement Class Members who receive a re-mailed Notice will have fifteen (15) additional days to submit an Opt-Out Form or objection to the settlement (i.e., 60 calendar days from first mailing) irrespective of when the first mailing was returned as undeliverable as long as the return mailing is received within the initial forty-five (45) day Response Deadline.

E. Deficiency Notice.

Should any member of the Settlement Class timely submit a Workweek Dispute Form with a deficiency, the Settlement Administrator shall, within five (5) calendar days of receipt by the Settlement Administrator of each timely submitted Workweek Dispute Form, send a deficiency notice. The deficiency notice will provide the member of the Settlement Class no more than fourteen (14) days from the mailing of the deficiency notice to postmark a written response to cure all deficiencies. The failure of a member of Settlement Class to timely submit a Workweek Dispute or timely respond to a notice of deficiency shall invalidate the dispute unless all Parties' counsel agree to allow the dispute.

F. Settlement Administrator's Declaration.

No later than twenty-five (25) days before the Final Approval Hearing, the Settlement

Administrator shall provide counsel for Defendant and Class Counsel with a declaration attesting to the completion of the Notice process, including the number of attempts to obtain valid mailing addresses for and re-sending of any returned Notices, as well as the number of valid Workweek Dispute Forms, opt-outs and deficiencies that the Settlement Administrator received.

G. Objections.

1. Timing. The objection must be submitted to the Settlement Administrator by mail, postmarked by the Response Deadline.

2. Format. Any Objections must state: (a) the case name (e.g., *Maria Dolores Ortiz Rodriguez v. Summersweet Farms, Inc.*) and case numbers (21CECG02923); (b) the objecting person's or his or her attorney's full name, address, and telephone number; (c) the words "Notice of Objection" or "Formal Objection;" (d) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (e) list identifying witness(es) the objector may call to testify at the Final Approval Hearing; (f) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing; and (g) state whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class.

3. Notice of Intent to Appear. Settlement Class Members who timely submit valid objections to the Settlement may (though are not required to) appear at the Final Approval Hearing, either in person or through the objector's own counsel.

4. Effect of Objection. If a Settlement Class Member objects to the Settlement, the Settlement Class Member will remain a member of the Settlement Class and if the Court approves this Agreement, the Settlement Class Member will be bound by the terms of the Settlement and Final Approval Order in the same way and to the same extent as a Settlement Class Member who does not object. The date of mailing of the Notice to the objecting Settlement Class Member shall be conclusively determined according to the records of the Settlement Administrator. The Court retains final authority with respect to the consideration and admissibility of any Settlement Class Member objections. Any Settlement Class Member who submits an objection may also participate in the settlement.

H. Opportunity to be Excluded and Defendant's Opt-Out Threshold.

1 In order for any Settlement Class Member to validly exclude himself or herself from the
2 Settlement Class and the Settlement (i.e., to validly opt out), a written request for exclusion (“Request
3 to be Excluded”) must be signed by the Settlement Class Member or his or her authorized
4 representative and must be sent to the Settlement Administrator, postmarked by no later than forty-
5 five (45) days after the date the Settlement Administrator initially mails the Notice to the Settlement
6 Class Members. The Notice shall contain instructions on how to opt out.

7 **1. Effect of Opt-Out.** The date of the initial mailing of the Notice, and the date the
8 signed Request to be Excluded was postmarked, shall be conclusively determined according to the
9 records of the Settlement Administrator. Any Settlement Class Member who timely and validly
10 submits a Request to be Excluded from the Settlement Class and the Settlement will not be entitled
11 to any portion of the Net Settlement Payments, will not be bound by the terms and conditions of the
12 Settlement, and will not have any right to object, appeal, or comment thereon.

13 **2. Failure to Opt-Out.** Any member of the Settlement Class who does not timely
14 file and mail a Request to be Excluded from the Settlement Class will be deemed included in the
15 Settlement Class in accordance with this Settlement.

16 **3. Tolerance of Opt-Outs.** In the event that ten percent (10%) or more of the Class
17 Members exercise their right to exclude themselves and opt out of the Settlement and Settlement
18 Agreement, Defendant retains the exclusive right, but not the obligation, to withdraw from and
19 terminate the Settlement and the Settlement Agreement and return all Parties back to their same
20 position before the Settlement was reached and the Settlement Agreement was entered into. In the
21 event that Defendant exercises such rights under this paragraph, Named Plaintiff and Defendant shall
22 resume the Litigation through and until there is a final settlement of the Litigation. Defendant must
23 notify Class Counsel and the Court of such a decision to withdraw and terminate the Settlement no
24 later than at least ten (10) business days prior to the Final Approval Hearing. In the event of
25 Defendant’s withdrawal, no party may use the fact that the Parties agreed to the Settlement for any
26 reason, and Defendant shall pay all administration expenses incurred through the date of its
27 termination of the Settlement.

28 **I. Cooperation.**

1 The Parties and their respective counsel agree not to encourage members of the Settlement
2 Class to refrain from participating in the Settlement, to opt out of the Settlement, or to object to the
3 Settlement, directly or indirectly, through any means. However, if a Settlement Class Member
4 contacts Class Counsel, Class Counsel may discuss the terms of the Settlement and the Settlement
5 Class Member's options.

6 **X. DISPUTES PROCEDURE**

7 If the member of the Settlement Class disputes the number of Eligible Workweeks set forth
8 in the Workweek Dispute Form, such person must follow the directions in the Workweek Dispute
9 Form and in the Notice, including preparing a statement setting forth the number of Eligible
10 Workweeks that such person believes in good faith is correct, and stating that the member of the
11 Settlement Class authorizes the Settlement Administrator to review the Settlement Class Member's
12 personnel file and leave management records to determine such information, and attaching any
13 relevant documentation in support thereof. Documentary evidence and paystubs are helpful to
14 substantiate such person's dispute claim, but it is not required. The member of the Settlement Class
15 must mail the signed and completed statement no later than forty-five (45) days after the date of the
16 mailing of the Workweek Dispute Form, or the number of Eligible Workweeks set forth in the Notice
17 and Workweek Dispute Form will govern the Net Settlement Payment to the member of the
18 Settlement Class.

19 Upon timely receipt of any such challenge, the Settlement Administrator, in consultation with
20 Class Counsel and counsel for Defendant, will review the pertinent payroll records showing the dates
21 the Settlement Class Member was employed and the pertinent leave(s) taken, and which records
22 Defendant agrees to make available to the Settlement Administrator and Class Counsel.

23 After consulting with Class Counsel and counsel for Defendant, the Settlement Administrator
24 shall compute the number of Eligible Workweeks to be used in computing the Settlement Class
25 Member's pro rata share of the Net Settlement Amount. In the event there is a disparity between the
26 dates a Settlement Class Member claims he or she worked during the Settlement Period and the dates
27 indicated by Defendant's records, Defendant's records will control unless inconsistent with paycheck
28 stub(s) (or bona fide copies thereof) provided by the Settlement Class Member, in which case the

1 paycheck stub(s) will control. The Parties shall file with the Court all disputes submitted, and the
2 resolution of those disputes. The Court shall have the right to review any decision made by the
3 Settlement Administrator regarding a claim dispute.

4 **XI. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

5 **A. Distribution Formula.**

6 Subject to the Court finally approving the Settlement, the Settlement Administrator shall
7 distribute funds pursuant to the terms of this Agreement and the Court's Final Approval Order and
8 Judgment. The maximum amount Defendant can be required to pay under this Settlement for any
9 purpose is the Settlement Amount. The Settlement Administrator shall keep Defendant's Counsel
10 and Class Counsel apprised of all distributions from the Settlement Amount. The Settlement
11 Administrator shall respond to questions from Defendant's Counsel and Class Counsel. No person
12 shall have any claim against Defendant, Defendant's Counsel, Plaintiff, Class Counsel, or the
13 Settlement Administrator based on the distributions and payments made in accordance with this
14 Agreement.

15 The Settlement Administrator will calculate the total number of workweeks for all Class
16 Members who were employed by Defendant during the Settlement Class Period ("Total
17 Workweeks"). The value of each Workweek shall be determined by the Settlement Administrator by
18 dividing the Net Settlement Fund (not including the amount the Court approves in PAGA penalties)
19 by the total number of Workweeks available to the Class Members who do not opt out in accordance
20 with Section IX(H) above during the Settlement Class Period ("Workweek Point Value").

21 An "Individual Settlement Payment" for each Class Member will then be determined by
22 multiplying a Class Member's workweeks worked during the Class Period ("Eligible Workweeks")
23 by the Workweek Point Value. The Individual Settlement Payment will be reduced by any required
24 legal deductions, for each Participating Class Member.

25 Members of the Settlement Class not opting out will receive a lump sum payment as good
26 and valuable consideration for the waiver and release of claims set forth in Section VII(A), above,
27 in an amount determined by the Settlement Administrator in accordance with the provisions of this
28 Agreement.

As to distribution of PAGA penalties, the Settlement Administrator will calculate the total number of workweeks for all Participating PAGA Members who were employed by Defendant during the PAGA Period ("Total PAGA Workweeks"). The value of each PAGA Workweek shall be determined by the Settlement Administrator by dividing 25% of the total amount the Court approves in PAGA penalties by the total number of PAGA Workweeks available to Participating PAGA Members ("PAGA Workweek Point Value"). Each payment to Participating PAGA Members shall be treated as 100% penalties.

B. Funding of Settlement.

Within fourteen (14) calendar days following the date on which the Court grants Final Approval of the Settlement and a determination of the pro-rata share of the settlement amount to which each member of the Settlement Class is entitled, Defendant will deposit the Settlement Amount and the Employer Taxes into an interest-bearing trust account for the benefit of the participating Settlement Class Members and Class Counsel, through the Settlement Administrator. At no time prior to Final Approval of the Settlement shall Defendant be required to escrow any portion of the Settlement Amount.

C. Time for Distribution and *Cy Pres*.

1. Distribution.

The Settlement Administrator shall cause the Settlement Amount (inclusive of the Net Settlement Amount, the Court approved attorney's fees and Litigation costs, Court approved enhancement to Named Plaintiff, and PAGA Settlement) and the Employer Taxes to be mailed within twenty-one (21) calendar days following the Date of Final Approval. At no time will Defendant be required to escrow any portion of the Settlement Amount.

2. Uncashed Checks.

If a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace search and, if another address is identified, shall mail the check to the newly identified address. Any settlement checks remaining uncashed after one hundred and eighty (180) days shall be deemed unpaid residue pursuant Code of Civil Procedure Section 384(a). Unpaid residue (uncashed or

1 returned checks) will be paid to Valley Children's Hospital, 9300 Valley Children's Place, Madera,
2 California 93636-8762.

3 **XII. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

4 The amounts paid under this Agreement do not represent a modification of any previously
5 credited hours of service under any employee benefit plan, policy, or bonus program sponsored by
6 Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or
7 any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant,
8 policies or bonus programs. Any payments made under the terms of this Settlement shall not be
9 applied retroactively, currently or on a going forward basis as salary, earnings, wages, or any other
10 form of compensation for the purposes of Defendant's benefit plan, policy or bonus program.
11 Defendant retain the right to modify the language of their benefit plans, policies and bonus programs
12 to effect this intent and to make clear that any amounts paid pursuant to this Settlement are not for
13 "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by
14 applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual, or
15 any other purpose, and that additional contributions or benefits are not required by this Settlement.

16 **XIII. CLASS COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS**

17 Defendant shall not oppose an application by Class Counsel for, and Class Counsel shall not
18 seek or receive an amount in excess of \$91,666.67, which represents one-third of the Settlement
19 Amount for all past and future attorneys' fees necessary to prosecute, settle and administer the
20 Litigation and this Settlement. Additionally, Defendant shall not oppose an application by Class
21 Counsel for, and Class Counsel shall not seek or receive an amount in excess of \$20,000.00, which
22 represents all past and future Litigation costs and expenses necessary to prosecute, settle and
23 administer the Litigation and this Settlement. Any attorneys' fees or Litigation costs awarded to
24 Class Counsel by the Court as part of the Settlement Amount shall be deducted from the Settlement
25 Amount for the purpose of determining the Net Settlement Amount. The "future" aspect of these
26 amounts include, without limitation, all time and expenses expended by Class Counsel in defending
27 the Settlement and securing preliminary and Final Approval (including any appeals therein). There
28 will be no additional charge of any kind to either the members of the Settlement Class or request for

1 additional consideration from Defendant for such work. This amount shall include all attorneys'
2 fees, Litigation costs, and expenses for which Named Plaintiff and Class Counsel could claim under
3 any legal theory whatsoever. Within twenty-one (21) calendar days following the Date of Final
4 Approval, the Settlement Administrator shall disburse payment from the Settlement Amount for the
5 amount of attorneys' fees and Litigation costs approved by the Court to Class Counsel. Should the
6 Court approve a lesser percentage or amount of fees and/or Litigation costs than the amount that
7 Class Counsel ultimately seeks, then any such unapproved portion or portions shall revert into the
8 Net Settlement Amount to be distributed between the participating Settlement Class Members on a
9 pro-rata basis.

10 **XIV. ENHANCEMENT TO NAMED PLAINTIFF**

11 Defendant shall not oppose an application by Named Plaintiff, and Named Plaintiff shall not
12 seek or receive an amount in excess of \$10,000.00 for her participation in and assistance with the
13 Litigation (*i.e.*, Named Plaintiff's class representative enhancement / service award). Any
14 enhancement awarded to Named Plaintiff by the Court as part of the Settlement Amount shall be
15 deducted from the Settlement Amount for the purpose of determining the Net Settlement Amount,
16 and shall be reported on IRS Form 1099. If the Court approves an enhancement of less than
17 \$10,000.00 to Named Plaintiff, then the unapproved portion or portions shall revert into the Net
18 Settlement Amount to be distributed between the participating Settlement Class Members on a pro-
19 rata basis.

20 **XV. TAXATION AND ALLOCATION**

21 The Parties agree that all employment taxes and other legally required withholdings will be
22 withheld from payments to the members of the Settlement Class and Named Plaintiff based on the
23 Parties stipulated allocation of the Net Settlement Amount as provided for in this Section.

24 In Defendant's sole discretion, and to which Named Plaintiff and Class Counsel do not object,
25 the amount of federal income tax withholding will be based upon a flat withholding rate for
26 supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or
27 supplemented. Income tax withholding will also be made pursuant to applicable state and/or local
28 withholding codes or regulations.

For withholding tax characterization purposes and payment of taxes, the Net Settlement Amount shall be deemed and is allocated by the Parties as follows (“Net Settlement Allocation”):

- (1) 20% as wages;
- (2) 40% as penalties; and
- (3) 40% as interest.

Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code of 1986 (the “Code”) and consistent with this Agreement, by the Settlement Administrator. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendant into compliance with any such changes.

Finally, any and all Employer Taxes which Defendant normally would be responsible for paying based on the Net Settlement Payments made to the individual Class Members will be paid by Defendant in addition to and not as a deduction from the Settlement Amount based on the stipulated Net Settlement Allocation.

XVI. PRIVATE ATTORNEYS GENERAL ACT ALLOCATION

In order to implement the terms of this Settlement and to settle claims alleged under the PAGA, California *Labor Code* section 2698, *et seq.*, the Parties agree to allocate \$10,000.00 from the Settlement Amount as penalties authorized by the PAGA. Seventy-five percent (75%) of this amount will be paid to the LWDA and twenty-five percent (25%) of this amount will be distributed to the Participating Class Members, through the Settlement Administrator and at no additional cost to Defendant. Within twenty-one (21) calendar days following the Date of Final Approval, the Settlement Administrator shall disburse the PAGA Settlement to the LWDA and will provide notice to the LWDA of the fact that the Settlement has been approved by the Court along with a copy of the Settlement Agreement and the Court Order confirming the approval of the Settlement through the appropriate LWDA/California Department of Industrial Relations (“DIR”) website.

XVII. COURT APPROVAL

This Agreement and the Settlement is contingent upon Final Approval by the Court and the entry of judgment. Named Plaintiff and Defendant agree to take all steps as may be reasonably

1 necessary to secure both Preliminary Approval and Final Approval of the Settlement, to the extent
2 not inconsistent with the terms of this Agreement, and will not take any action adverse to each other
3 in obtaining court approval, and, if necessary, appellate approval, of the Settlement in all respects.
4 Named Plaintiff and Defendant expressly agree that they will not file any objection to the terms of
5 the Settlement or assist or encourage any person or entity to file any such objection.

6 In the event it becomes impossible to secure approval of the Settlement, the Parties shall be
7 restored to their respective positions in the Litigation, ante mediation, except as otherwise provided
8 in Section XVIII, below.

9 **A. Class Action Certification.**

10 The Parties are agreeing to class certification for settlement purposes only. This Agreement
11 shall not constitute, in this or any other proceeding, an admission of any kind by Defendant, including
12 without limitation, that certification of a class for trial or any other purpose is appropriate or proper
13 or that Plaintiff or any Class Member can establish any of the requisite elements for class treatment
14 of any of the claims in this Action. If, for any reason, the Settlement is not finally approved, this
15 Agreement will be void and the Parties will be restored to their respective positions in the lawsuit as
16 if they had not entered into this Agreement. The Parties further agree that this Agreement, the final
17 stipulation of Settlement, or any documents or orders issued related to this Settlement will not be
18 admissible, other than according to the Settlement's terms, in this or any other proceeding as
19 evidence that either: (i) a class action should be certified, or (ii) Defendant is liable to Plaintiff or
20 any Class Member.

21 **XVIII. MISCELLANEOUS PROVISIONS**

22 **A. Stay of Litigation.**

23 Named Plaintiff and Defendant agree to the stay of all discovery in the Litigation, pending
24 Final Approval of the Settlement by the Court.

25 **B. Interpretation of the Agreement.**

26 This Agreement constitutes the entire agreement between Named Plaintiff and Defendant.
27 Except as expressly provided herein, this Agreement has not been executed in reliance upon any
28 other written or oral representations or terms, and no such extrinsic oral or written representations or

terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State of California, both in its procedural and substantive aspects, without regard to its conflict of laws provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior Court of the State of California for the County of Santa Clara, and Named Plaintiff and Defendant hereby consent to the personal jurisdiction of the Court over them solely in connection therewith. Named Plaintiff, on his own behalf and on behalf of the Settlement Class, and Defendant participated in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, neither Named Plaintiff nor Defendant may claim that any ambiguity in this Agreement should be construed against the other.

The terms and conditions of this Agreement constitute the exclusive and final understanding and expression of all agreements between Named Plaintiff and Defendant with respect to the Settlement of the Litigation. The Agreement may be modified only by a writing signed by the original signatories and approved by the Court.

C. Further Cooperation.

Named Plaintiff and Defendant and their respective attorneys shall proceed diligently to prepare and execute all documents, to seek the necessary approvals from the Court, and to do all things reasonably necessary or convenient to consummate the Agreement as expeditiously as possible.

D. Confidentiality.

This Settlement is not confidential. However, the Parties and their counsel agree that they will not issue any press or media releases about the Settlement, post information about the Settlement on any media site, or publicize the Settlement in any way prior to the Preliminary Approval of the Settlement. Plaintiff and Plaintiff's Counsel further agree that they will not at any time issue any press or media releases about the Settlement, post information about the Settlement on any media site, or engage in any advertising or distribution of any marketing materials relating to the Settlement

1 that in any manner identifies the Defendant, including but not limited to any postings on any websites
2 maintained by Class Counsel, except that Class Counsel may identify this Settlement in other
3 litigation matters to demonstrate to the Court in such other matters their adequacy to serve as class
4 counsel. This provision does not apply to prevent any necessary disclosure to the Court or the LWDA
5 to seek approval of the Settlement, any court filings or notices to be sent to Class Members by the
6 Settlement Administrator, or the posting of the final judgment of this Settlement on the Settlement
7 Administrator's website to the extent required by the Court in connection with approval of the
8 Settlement.

9 **E. Counterparts.**

10 The Agreement may be executed in one or more actual or non-original counterparts, all of
11 which will be considered one and the same instrument and all of which will be considered duplicate
12 originals.

13 **F. Authority.**

14 Each individual signing below warrants that he or she has the authority to execute this
15 Agreement on behalf of the party for whom or which that individual signs.

16 **G. No Third-Party Beneficiaries.**

17 Named Plaintiff, members of the Settlement Class, and Defendant are direct beneficiaries of
18 this Agreement, but there are no third-party beneficiaries.

19 **H. Modification.**

20 This Agreement may not be changed, altered, or modified, except in a writing signed by the
21 Parties, and approved by the Court. Notwithstanding the forgoing, the Parties agree that any dates
22 contained in this Agreement may be modified by agreement of the Parties in writing without Court
23 approval if the Parties agree and cause exists for such modification. This Agreement may not be
24 discharged except by performance in accordance with its terms or by a writing signed by the Parties.

25 In addition to the above, this Agreement may be modified based on the final size of the
26 Settlement Class. Defendant's best estimate for the number of workweeks at issue for the Class
27 Members during the Settlement Period is 9,216. If the number of workweeks for this time period is
28 determined to be more than 10% higher than this estimate (i.e., 10,137 or more workweeks), the

1 Settlement Amount shall be increased by the average gross payout to the Class Members based on
2 the 9,216 workweeks. For example, if there are 10% more workweeks than the initial figure of
3 9,2176 workweeks during the Settlement Period, then Defendant will increase the Settlement
4 Amount by 10%. The Settlement Amount will not be reduced due to Defendant's estimate.

5 **I. Deadlines Falling on Weekends or Holidays.**

6 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or
7 legal holiday, that deadline shall be continued until the following business day.

8 **J. Severability.**

9 In the event that any one or more of the provisions contained in this Agreement shall for any
10 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
11 unenforceability shall in no way effect any other provision if Defendant's Counsel and Class
12 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if
13 such invalid, illegal, or unenforceable provision had never been included in this Agreement.

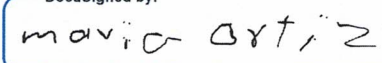
14 **K. Defendant's Right to Rescind.**

15 If more than ten percent (10%) of the Class Members opt out of the settlement by submitting
16 valid Requests for Exclusion, Defendant has the unilateral right in its sole discretion to rescind the
17 Settlement Agreement. The Parties agree that they will not encourage any Class Member to opt out
18 or object to the Settlement. If Defendant exercises its option to rescind under this Paragraph,
19 Defendant shall: (a) provide written notice to Class Counsel at least ten (10) business days prior to
20 the final approval hearing, and (b) pay all Settlement Administration Costs incurred by the Settlement
21 Administrator up to the date of Defendant's notice to rescind. In the event the Settlement is
22 terminated, any agreement to certify any class and any conditional class certification approved by
23 the Court for settlement purposes shall be deemed null, void, and vacated for all purposes and the
24 Parties shall proceed in all respects as if this Agreement had not been executed.

1 APPROVED AS TO FORM AND CONTENT:

2 Date: 5/9/2023, 2023

MARIA DOLORES ORTIZ RODRIGUEZ, on
behalf of herself and all others similarly situated

3
4 By: 
5 MARIA DOLORES ORTIZ RODRIGUEZ,
6 Plaintiff

7 Date: May 22, 2023

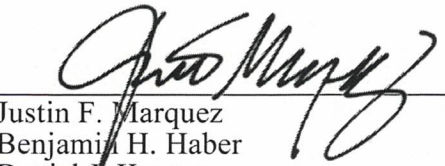
SUMMERSWEET FARMS, INC.

8
9 By: 
10 Name:
11 Position:
12 For SUMMERSWEET FARMS, INC.,
13 Defendant

14 APPROVED AS TO FORM:

15 Date: 5/9/2023, 2023

WILSHIRE LAW FIRM

16 By: 
17 Justin F. Marquez
18 Benjamin H. Haber
19 Daniel J. Kramer

Attorneys for Plaintiff

20 Date: May 26, 2023

SAGASER, WATKINS & WIELAND, PC

21 By: 
22 Ian B. Wieland
23 David G. Litman
24 Amanda K. Miller

Attorneys for Defendant

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO
Maria Dolores Ortiz Rodriguez v. Summersweet Farms, Inc.
Case Nos. 21CECG02923 and 21CECG03593

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX -

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT.
SUMMERSWEET FARMS, INC. WILL NOT RETALIATE AGAINST YOU FOR
PARTICIPATING IN THIS SETTLEMENT.**

THIS NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.

A California court authorized this notice. This is not a solicitation from a lawyer.

YOU ARE HEREBY NOTIFIED that a proposed settlement (“the Settlement”) of the above-captioned class action (“the Action”) filed in the Fresno County Superior Court has been reached by Summersweet Farms, Inc. (“Summersweet Farms”) and Maria Dolores Ortiz Rodriguez (“Plaintiff”), an individual, on behalf of himself and all others similarly situated and has been granted Preliminary Approval by the Court supervising the Action. The Fresno County Superior Court has ordered that this Class Notice be sent to you because you may be a Settlement Class Member. The purpose of this Class Notice is to inform you of the Settlement of the class action and representative action and your legal rights under the Settlement as follows:

- Summersweet Farms has agreed to settle a lawsuit brought on behalf of all persons who worked for Summersweet Farms in California as an hourly-paid or non-exempt employee during the period from April 5, 2017 through November 30, 2022 (the “Settlement Period”) (hereafter, “Settlement Class”).
- The Settlement Class also includes all persons who worked for Defendant in California as an hourly paid or non-exempt employee during the period of April 6, 2020 through November 30, 2022 (the “PAGA Period”).
- The proposed Settlement resolves all alleged claims regarding the following wage and hour policies and/or practices of Summersweet Farms: minimum wage, straight time wage, rest and recovery, overtime and/or other non-productive time, failure to pay for all hours worked, meal and rest breaks and any premiums thereon, wage statement violations, waiting time penalties, failure to indemnify for expenditures, and other penalties of any kind arising from an alleged failure to pay wages. Finally, the settlement resolves claims for unfair competition and penalties under California’s Private Attorneys General Act (“PAGA”) arising out of the alleged wage and hour policies and practices of Summersweet Farms during the PAGA Period. The settlement avoids costs and risks to you from continuing the lawsuit, pays money to employees, and releases Summersweet Farms from liability for these claims.

- The parties in the lawsuit disagree on whether Summersweet Farms is liable for the allegations raised in this case and how much money could have been won if the employees won at trial.
- **Your legal rights may be affected. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Get a Payment	If you are a member of the Settlement Class, you will automatically receive a payment if you do not exclude yourself. If you accept a payment and do not exclude yourself you will give up certain rights as set forth on page 4 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below.
Exclude Yourself	Get no payment. Send a letter to the Settlement Administrator as provided below. This is the only option that allows you to bring your own claim against Summersweet Farms about the legal claims in this case. The Settlement will bind all Settlement Class Members who do not request exclusion. You cannot opt-out of the PAGA portion of the proposed Settlement. Summersweet Farms must make individual PAGA payments to all employees worked for Summersweet Farms during the PAGA period and they must give up their rights to pursue the released claims defined in Section 4(d) below.
Object	Write to the Court about why you do not like the settlement. Directions are provided below.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a lawsuit and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of a class on whose behalf this lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

Plaintiff filed this lawsuit in Fresno County Superior Court on behalf of the Settlement Class. The lawsuit alleges that members of the Settlement Class were not paid all minimum, straight time, rest and recovery, and overtime wages, were not paid for or properly provided meal and rest breaks, were not paid all wages due at termination and/or resignation, were not issued accurate wage statements, were not provided reimbursements for all necessary business-related expenses, and were subjected to unfair competition. The lawsuit seeks recovery of wages, restitution, statutory and civil penalties, interest, and attorneys' fees and costs.

Summersweet Farms denies any liability or wrongdoing of any kind associated with the claims alleged in the lawsuit. Summersweet Farms contends, among other things, that they complied at all times with the California Labor Code, the California Business and Professions Code, and all other applicable law.

Summersweet Farms further denies that the lawsuit is appropriate for class treatment for any purpose other than settling this lawsuit.

The Court has made no ruling and will make no ruling on the merits of the Litigation and its allegations and claims.

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did **not** decide in favor of the Plaintiff or Summersweet Farms. Plaintiff thinks she would have prevailed on her claims at a trial. Summersweet Farms does not think that Plaintiff would have won anything from a trial. But there was no trial. Instead, both sides agreed to a settlement. That way, they avoid the costs, risks, and uncertainty of a trial, and the class members will get compensation. Plaintiff and Plaintiff's attorneys believe the settlement is fair, reasonable, adequate, and in the best interests of all class members.

B. Who is in the Class?

The Settlement Class consists of all persons who worked for Summersweet Farms in California as an hourly-paid or non-exempt employee during the Settlement Period and during the PAGA Period.

C. What does the Settlement provide?

1. Settlement Amount.

Summersweet Farms will pay a total of Two-Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$275,000.00) (the "Settlement Amount") to settle the lawsuit.

The following sums will be paid from the Settlement Amount: all Net Settlement Payments (inclusive of all employment taxes and all other legally required withholdings that would otherwise be due from the individual class members) to the Settlement Class, Attorneys' Fees (not to exceed 33 ⅓ % of the Settlement Amount, or \$91,666.67), Litigation Expenses not to exceed \$20,000.00, Settlement Administrative Costs estimated in an amount not to exceed \$10,000.00, the PAGA Settlement Payment in the amount of \$10,000.00, and an enhancement payment to the Named Plaintiff not to exceed \$10,000.00. Any and all Employer Taxes which Summersweet Farms normally would be responsible for paying on the Net Settlement Payments made to individual Class Members will be paid by Summersweet Farms separate and apart from the Settlement Amount.

The funds used for the Settlement Amount shall be paid to the Settlement Administrator. The Settlement Administrator shall disburse the Court-approved enhancement to the Named Plaintiff, Court-approved Attorneys' Fees and Litigation Expenses, Settlement Administration Costs, and the PAGA Settlement Payment at the same time and manner as the Net Settlement Payments to the Settlement Class Members.

2. Net Settlement Amount.

“Net Settlement Amount” means the Settlement Amount minus the Attorneys’ Fees, Litigation Expenses, Settlement Administrative Costs, the portion of the PAGA Settlement Payment payable to the Labor & Workforce Development Agency (“LWDA”), and the enhancement payment to the Named Plaintiff.

3. Your Individual Payment Amount.

The Claims Administrator will calculate the total number of workweeks for all Class Members who were employed by Defendant Summersweet Farms during the Settlement Period and PAGA Period (“Total Workweeks”). The value of each Workweek shall be determined by the Claims Administrator by dividing the Net Settlement Amount by the total number of Workweeks available to the Class Members who do not “opt out” (as defined on pages 5-6 below) during the Settlement Period (“Workweek Point Value”).

An “Individual Settlement Payment” for each Class Member will then be determined by multiplying a Class Member's workweeks (“Eligible Workweeks”) by the Workweek Point Value. The Individual Settlement Payment will be reduced by any required legal deductions, for each participating Class Member.

4. Tax Matters.

The Settlement Administrator will distribute IRS Forms W-2 and 1099 (and the equivalent California forms) to Settlement Class Members reflecting the payments each Settlement Class Member receives under the Settlement. For tax purposes, Net Settlement Payments will be allocated as follows: 20% as wages, 40% as penalties, and 40% as interest. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code and the California Franchise Tax Board.

Interest and penalties paid under this Settlement shall not be subject to federal, state and local payroll withholding taxes. The Settlement Administrator shall issue an IRS form 1099 for payments of interest and penalties. The usual and customary deductions will be taken out of the amounts attributable to unpaid wages. Settlement Class Members should consult with their tax advisors concerning the tax consequences of the payment they receive under the Settlement.

D. What are you giving up to get a payment and stay in the Class?

Upon the date the Court’s Final Approval Order becomes “Final” (as that term is defined in Section I(E) in the Settlement Agreement), Named Plaintiff and all members of the Settlement Class, except those that make a valid and timely request to be excluded from the Settlement Class and Settlement, waive, release, discharge, and promise never to assert in any forum any and all claims that were alleged in the Litigation or which could have been alleged in the Litigation by reason or in connection with any matter or fact set forth or referred to in the Litigation during the Settlement Period against Defendant, and its divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, and related corporations, including the following claims: (1) all claims alleged in the operative complaint, under any legal theory of liability, for the failure to pay all wages of any kind, including any minimum or straight time wages, rest and recovery time, and non-productive time owed pursuant to California Labor Code §§ 204, 510, 1194, 1194.2, and 1197, the California Industrial Welfare Commission (“IWC”) Wage Orders, or any comparable federal statute under any theory of liability; (2) all claims alleged in the operative complaint, under any legal theory of liability, for the failure to pay overtime or double time wages owed pursuant to California Labor Code §§ 204, 510, 1194, and 1198, the

IWC Wage Orders, or any comparable federal statute under any theory of liability; (3) all claims alleged in the operative complaint, under any legal theory of liability, for the failure to provide meal periods pursuant to California Labor Code §§ 226.7 and 512, and the IWC Wage Orders; (4) all claims alleged in the operative complaint, under any legal theory of liability, for the failure to provide rest periods pursuant to California Labor Code § 226.7, and the IWC Wage Orders; (5) all claims alleged in the operative complaint, under any legal theory of liability, for the failure to properly calculate any premiums owed and/or paid pursuant to California Labor Code § 226.7(b); (6) all claims alleged in the operative complaint, under any legal theory of liability, for any penalties of any kind arising from an alleged failure to pay final wages or other amounts allegedly owed to Class Members pursuant to California Labor Code §§ 201-203; (7) all claims alleged in the operative complaint, under any legal theory of liability, for any penalties of any kind arising from an alleged wage statement violation pursuant to California Labor Code §§ 226 and 1174.5; (8) all claims alleged in the operative complaint, under any legal theory of liability, for failure to indemnify employees for expenditures pursuant to California Labor Code § 2802; (9) all claims alleged in the operative complaint, under any legal theory of liability, for violation of Business & Professions Code §§ 17200, *et seq.*; (10) all claims alleged in the operative complaint and Plaintiff's PAGA letter, under any legal theory of liability, for penalties pursuant to the PAGA (Labor Code §§ 2698, *et seq.*); and (11) all claims alleged in the operative complaint, under any legal theory of liability, for any penalties or any another amounts that could be potentially owed to Class Members during the Settlement Period, including penalties owed pursuant to California Labor Code §§ 210, 226.2, 226.3, 558, and 1197.1.

THE FINAL APPROVAL HEARING

The Court will conduct a Final Approval Hearing regarding the proposed settlement (the "Final Approval Hearing") on , 2023, at 1130 O. Street, Fresno, California 93721-2220, in Department 403 of the Fresno County Superior Court. The Court will determine: (i) whether the settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (ii) whether the Settlement Class Members should be bound by the terms of the settlement; (iii) the amount of the attorneys' fees and costs to Plaintiff's counsel; and (iv) the amount that should be awarded to the Plaintiff as an enhancement payment. At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the proposed Settlement. You are permitted to provide an objection at the Final Approval Hearing, in the first instance, even if you did not provide a written objection beforehand. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

The Final Approval Hearing may be continued without further notice to the Class. You may contact Plaintiff's counsel, listed in this Notice, to inquire into the date and time of the Final Approval Hearing.

Condition of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – GET A PAYMENT**

IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS AND WISH TO RECEIVE YOUR SHARE OF THE SETTLEMENT, THEN YOU DO NOT HAVE TO DO ANYTHING AND YOU WILL AUTOMATICALLY RECEIVE A SETTLEMENT PAYMENT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE.

The average potential recovery for each proposed Settlement Class Member is \$ [REDACTED].

The estimated amount of your Settlement Payment is set forth on the Workweek Dispute Form which accompanies this Notice.

The amount of the Settlement Payment paid to each Settlement Class Member is based upon the number of workweeks you worked between April 5, 2017 through November 30, 2022 and the number of workweeks you worked during the PAGA Period. The number of workweeks applicable to your claim is also set forth on the accompanying Workweek Dispute Form. If you believe that the number of workweeks stated is incorrect, you may dispute the number of workweeks by following the instructions on the Workweek Dispute Form. If you believe that the number of workweeks stated is correct, you do not have to do anything.

The Settlement Payment you will receive will be a full and final settlement of your released claims described in Section D above.

• **OPTION 2 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself (“opt out”) from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement. You will **not** be bound by a judgment in this case and you will have the right to file your own lawsuit against Summersweet Farms, subject to time limits called Statute of Limitations and other potential defenses that Summersweet Farms may assert, and to pursue your own claims in a separate suit.

You cannot opt-out of the PAGA portion of the proposed Settlement. Summersweet Farms must make individual PAGA payments to all employees worked for Summersweet Farms during the PAGA Period and they must give up their rights to pursue the released claims defined in Section D above.

You can opt out of the Settlement Class by completing the form on **Page 8** of this Notice and mailing it by First Class U.S. Mail or equivalent to the Settlement Administrator at the following address: CPT Group, Inc., [insert address]. To be valid, your request for exclusion must be postmarked no later than [REDACTED] [45 days after mailing].

• **OPTION 3 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing to object, regardless of whether you provided a written objection beforehand, either in person or through an attorney at your own expense.

Any written objection may be mailed to the Settlement Administrator at [redacted]
(Address) by [redacted] [45 days after mailing].

The contact information for Plaintiff's counsel and Defendant's counsel is provided below solely for your informational purposes. Written objections should only be sent to the Settlement Administrator at the address provided above, not to Plaintiff's counsel or Defendant's counsel.

PLAINTIFF'S/CLASS COUNSEL

Justin F. Marquez
justin@wilshirelawfirm.com
Benjamin H. Haber
benjamin@wilshirelawfirm.com
Daniel J. Kramer
dkramer@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

SUMMERSWEET FARMS, INC.'S COUNSEL

Ian B. Wieland
ian@sw2law.com
David G. Litman
david@sw2law.com
Amanda K. Miller
amanda@sw2law.com
SAGASER, WATKINS & WIELAND PC
5260 North Palm Avenue, Suite 400
Fresno, California 93704
Telephone: (559) 421-7000
Facsimile: (559) 473-1483

CHANGE OF ADDRESS

If you move after receiving this Notice, if it was misaddressed, or if for any reason you want your Settlement Award or future correspondence concerning this Action to be sent to a different address, you must supply your preferred address to the Settlement Administrator at:

CPT Group, Inc.

[Insert address]

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you may review the detailed "Joint Stipulation Re: Class and PAGA Settlement" which is available for viewing online, along with other court records regarding this case, on the following website:

URL: [Insert website provided by Settlement Administrator]

The pleadings and other records in the lawsuit are also available on the website.

Alternatively, you may also obtain a copy of the Settlement Agreement and related documents online through the Fresno County Superior Court's website, by going to the following webpage: <https://publicportal.fresno.courts.ca.gov/FRESNOPORTAL/Home/Dashboard/29> and entering "21CECG02923" for the case number.

ANY INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO PLAINTIFF'S COUNSEL LISTED ABOVE OR TO THE SETTLEMENT ADMINISTRATOR, CPT Group, Inc., [insert contact information]. Please refer to the *Maria Dolores Ortiz Rodriguez v. Summersweet Farms, Inc.* Class and PAGA Settlement.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR
INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS**

**[COMPLETE THIS FORM *ONLY IF YOU CHOOSE TO*
NOT PARTICIPATE IN THIS SETTLEMENT AND
CHOOSE *NOT* TO RECEIVE A SETTLEMENT SHARE]**

OPT-OUT FORM

Maria Dolores Ortiz Rodriguez v. Summersweet Farms, Inc.

FRESNO COUNTY SUPERIOR COURT CASE NUMBERS 21CECG02923 AND 21CECG03593

INSTRUCTIONS: TO OPT-OUT OF THE SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE **[+45 DAYS FROM MAILING]**, ADDRESSED TO:

CPT Group, Inc.

[Insert address]

Please fill in all of the following information (type or print):

NAME (First, Middle, Last): _____

STREET ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBERS: Home: _____ Work: _____

**IT IS STRONGLY RECOMMENDED THAT YOU RETAIN PROOF OF MAILING
THIS FORM POSTMARKED ON OR BEFORE **[DATE]**.**

I **[insert your name]** wish to be excluded from the Settlement Class in the case of *Maria Dolores Ortiz Rodriguez v. Summersweet Farms, Inc.*, Fresno County Superior Court Case Number 21CECG02923.

I understand I will not receive money from the proposed class action settlement.

I further verify that the following is true: My name, address and other contact information are accurately set forth above. I received and had the opportunity to read the Notice of Proposed Class Action and PAGA Settlement that were sent to me along with this Opt-Out Form. I understand that by signing this side of the form, I voluntarily choose to exclude myself from the proposed settlement of this class action. **I understand that by excluding myself, I may not accept any money allocated for me in the proposed settlement and may not object to the settlement.** On the other hand, I also understand that if I wish to assert any claims related to those set forth in this lawsuit in my individual capacity, I shall have to do so separately. I understand that any such claims are subject to strict time limits, known as statutes of limitations, which restrict the time within which I may file any such action. I understand that I should consult with an attorney at my own expense if I wish to obtain advice regarding my rights with respect to this settlement or my choice to opt out of the settlement. Summersweet Farms, Inc. has not encouraged me to opt out, and I choose to opt out of my own free will.

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

Signed: _____

Date: _____

Print Name: _____

Last four digits of Social Security Number _____

EXHIBIT B

CLASS WORKWEEK DISPUTE FORM

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO

Maria Dolores Ortiz Rodriguez v. Summersweet Farms, Inc.
Case Nos. 21CECG02923 and 21CECG03593

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX -

INSTRUCTIONS

IF YOU WERE EMPLOYED BY SUMMERSWEET FARMS, INC. ("SUMMERSWEET FARMS") IN CALIFORNIA AS AN HOURLY-PAID OR NON-EXEMPT EMPLOYEE BETWEEN APRIL 5, 2017 AND NOVEMBER 30, 2022, THEN YOU ARE A SETTLEMENT CLASS MEMBER.

The amount of your estimated Settlement Payment is based upon the Eligible Workweeks you worked for Summersweet Farms in California from April 5, 2017 to November 30, 2022 and is based upon the Eligible Workweeks you worked for Summersweet Farms in California from April 6, 2020 to November 30, 2022.

"Eligible Workweeks" are defined as any week in which you worked at least one (1) day during the calendar week. The number of Eligible Workweeks applicable to your claim is set forth in Section I below. If you believe that the number of workweeks stated is incorrect, you may dispute the number of workweeks by submitting this completed Workweek Dispute Form with any supporting documents on or before [redacted] [45 days after initial mailing]. Documentary evidence may be helpful to substantiate your dispute claim, but it is not required.

If you believe that the number of workweeks stated below is correct, you do not have to do anything.

If you have moved or may move in the future, you must immediately send your new address to the Settlement Administrator at [insert address]; otherwise, your individual settlement payment may not reach you. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

I. YOUR COMPENSABLE WORKWEEKS

You worked as an hourly-paid or non-exempt employee for Summersweet Farms, Inc. in California, which qualifies you as a Settlement Class Member, and your total number of Eligible Workweeks in this position are:

<<NUMBER OF WORKWEEKS>> .

II. YOUR ESTIMATED SETTLEMENT PAYMENT

Based upon the number of workweeks stated above, your estimated pre-tax Settlement Payment is <<INSERT>>.

III. CHALLENGE TO WORKWEEKS

If you wish to dispute the Eligible Workweeks data listed, you must postmark your dispute and provide all supporting information and/or documentation, if any, to the Settlement Administrator by **<<NOTICE PERIOD DEADLINE>>**.

*Check the box below **ONLY** if you wish to dispute the data listed in Section I:*

☐ I wish to dispute the number of Eligible Workweeks listed in Section I. I believe the correct amount of my workweeks is _____. I understand that, by submitting this dispute, I hereby authorize the Settlement Administrator to review Summersweet Farms' records and make a determination as to the validity of my dispute based upon Summersweet Farms' records as well as the records and information that I submit to the Settlement Administrator.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the information I provided in this Workweek Dispute Form is true and correct.

Dated: _____

Signature: _____

Print or Type Name: _____

MAIL TO:

**MARIA DOLORES ORTIZ RODRIGUEZ V. SUMMERSWEET FARMS, INC.
CLASS ACTION SETTLEMENT**

c/o

**[Insert]
address**

IF YOU ARE CONTESTING THE AMOUNT OF YOUR ELIGIBLE WORKWEEKS, YOU MUST SIGN, POSTMARK, AND RETURN THIS FORM TO THE SETTLEMENT ADMINISTRATOR ON OR BEFORE «OPT-OUT DEADLINE**».**

Exhibit 2

Wilshire Law Firm, PLC
Transaction Detail by Account
All Transactions

10/13/2025
Accrual Basis

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Amount</u>	<u>Balance</u>
COS					
Mediation Fees					
	03/10/2023	108417	Mediation Fees - Howard Broadman Law Corp.	6000.00	6,000.00
Total MEDIATION FEES				\$6,000.00	6,000.00
Consultant Fees					
	10/5/2022		Consultant Fees - Berger Consulting Group, LLC	\$2,550.00	\$2,550.00
	8/22/2024		Consultant Fees - Berger Consulting Group, LLC	<u>\$1,705.00</u>	<u>\$4,255.00</u>
Total CONSULTANT FEES				\$4,255.00	4,255.00
Filing & Appearance Fees					
	10/01/2021	40702	Filing Fees - Valpro Attorney Services, LLC	1663.50	1,663.50
	10/02/2021		Filing Fees - Dept. Of Industrial Relations	75.00	1,738.50
	11/03/2021	41750	Filing Fees - Valpro Attorney Services, LLC	85.00	1,823.50
	12/07/2021	42756	Filing Fees - Valpro Attorney Services, LLC	563.50	2,387.00
	01/28/2022	44363	Filing Fees - Valpro Attorney Services, LLC	250.00	2,637.00
	01/28/2022	44775	Remote Appearance Fee - CourtCall	94.00	2,731.00
	08/02/2022	18660066	Filing Fees - One Legal LLC	38.76	2,769.76
	08/02/2022	44953	Appearance Fee - CourtCall	-20.00	2,749.76
	08/09/2022	18701781	Filing Fees - One Legal LLC	17.60	2,767.36
	09/21/2022	18958158	Filing Fees - One Legal LLC	17.60	2,784.96
	10/12/2022	18091322	Filing Fees - One Legal LLC	17.60	2,802.56
	11/01/2022	19218378	Filing Fees - One Legal LLC	17.60	2,820.16
	01/27/2023	31023	Appearance Fee - CourtCall	-74.00	2,746.16
	02/27/2023	19883249	Filing Fees - One Legal LLC	38.81	2,784.97
	09/29/2023	21315268	Filing Fees - One Legal LLC	38.81	2,823.78
	10/10/2023	21349961	Filing Fees - One Legal LLC	18.07	2,841.85
	11/15/2023	44589	Appearance Fee - CourtCall	94.00	2,935.85
	01/02/2024	21912296	Filing Fees - One Legal LLC	79.99	3,015.84
	01/23/2024	22056198	Filing Fees - One Legal LLC	15.39	3,031.23
	06/06/2024	22056198(2)	Filing Fees - One Legal LLC	1.00	3,032.23
	07/15/2024	23315253	Filing Fees - One Legal LLC	16.42	3,048.65
	08/09/2024	23500685	Filing Fees - One Legal LLC	40.87	3,089.52
	08/13/2024	23512932	Filing Fees - One Legal LLC	20.13	3,109.65
	01/09/2025	24454328	Filing Fees - One Legal LLC	44.55	3,154.20

	01/23/2025	24559459	Filing Fees - One Legal LLC	22.87	3,177.07
	04/10/2025	25118265	Filing Fees - One Legal LLC	85.85	3,262.92
	04/23/2025	25214304	Filing Fees - One Legal LLC	23.63	3,286.55
	04/29/2025	25263375	Filing Fees - One Legal LLC	23.63	3,310.18
	06/04/2025	25533790	Filing Fees - One Legal LLC	23.63	3,333.81
	06/26/2025	25634173	Filing Fees - One Legal LLC	23.63	3,357.44
	07/28/2025	25876575	Filing Fees - One Legal LLC	23.63	3,381.07
	09/03/2025	262111117	Filing Fees - One Legal LLC	<u>45.32</u>	<u>3,426.39</u>
Total FILING & APPEARANCE FEES				\$3,426.39	3,426.39
Other Costs					
	7/2/2021		Rapid Sign Now	\$274.50	274.50
	8/11/2021	73149	Records Request	\$22.65	297.15
	12/22/2023	E-3169124	Docusign Envelope	\$1.89	299.04
	8/9/2024	E-3235664	Docusign Envelope	<u>\$1.89</u>	<u>300.93</u>
Total OTHER COSTS				\$300.93	300.93
TOTAL				\$13,982.32	13,982.32

Exhibit 3



ELM Solutions

2022 Real Rate Report[®]

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

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Report Use Considerations

2022 Real Rate Report

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

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

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

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

Some key factors¹ that drive rates²:

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

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

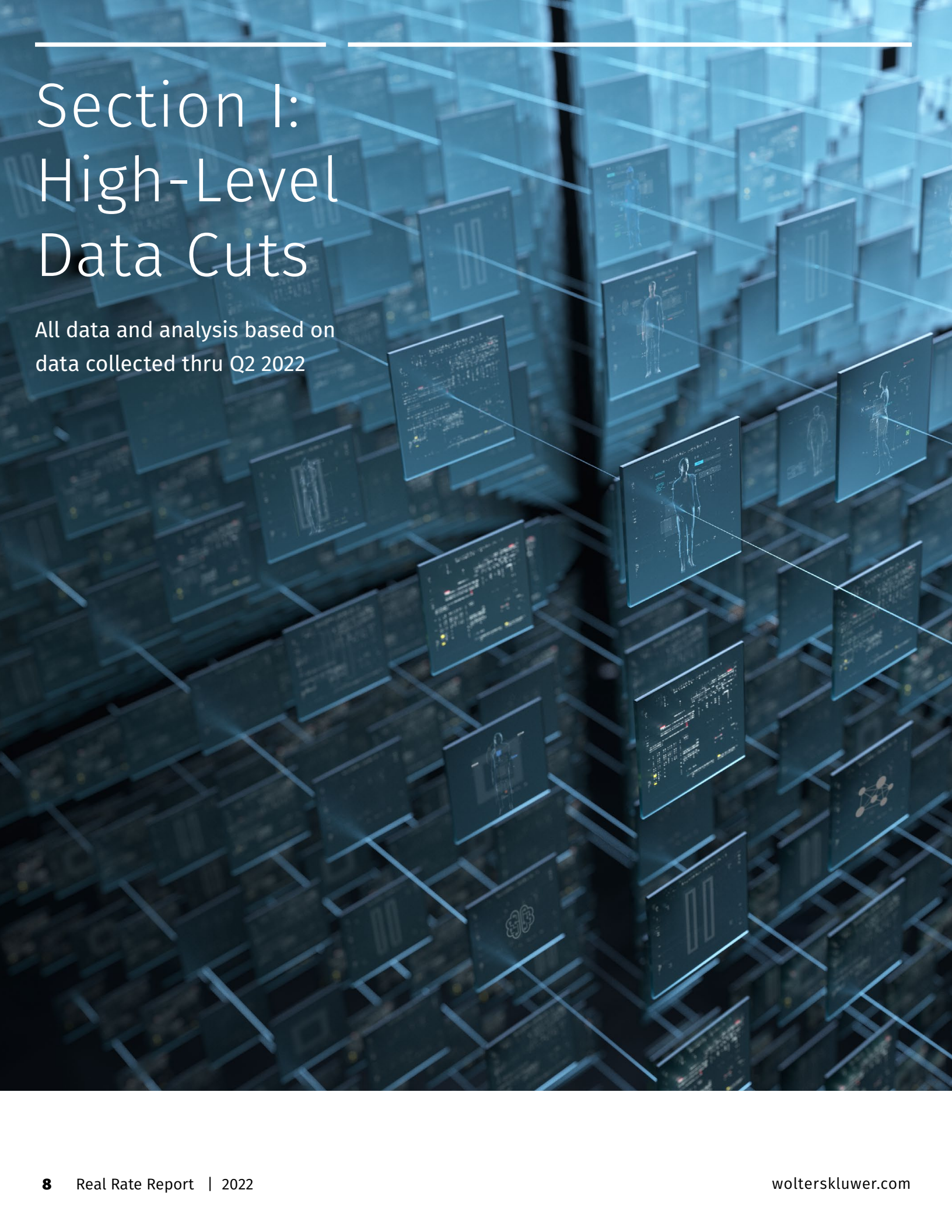
Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural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

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

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

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

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



Section I: High-Level Data Cuts

All data and analysis based on
data collected thru Q2 2022

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Associate

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Partner

Trend Analysis - Mean

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

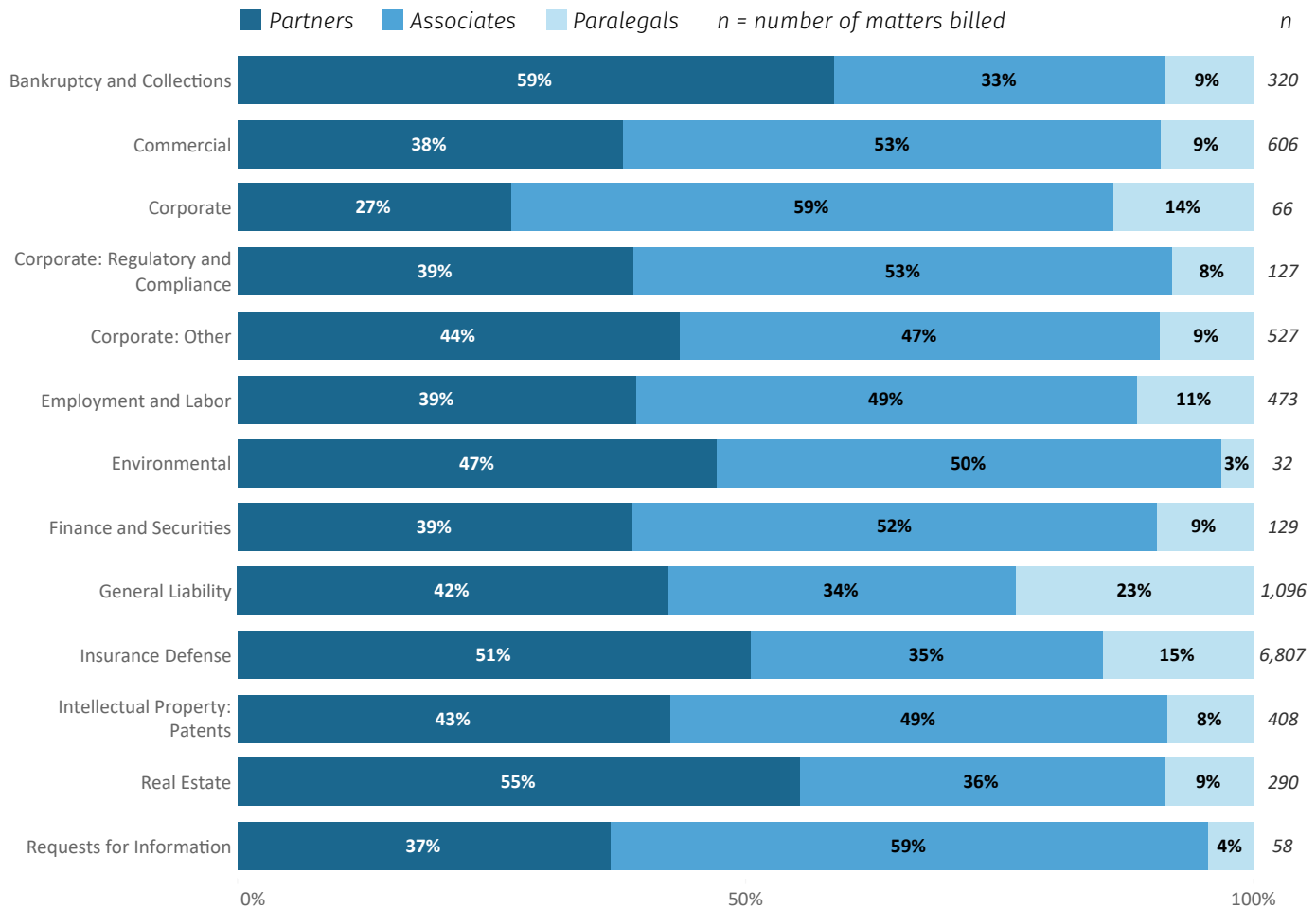
Section VI: Matter Staffing Analysis

All data and analysis based on
data collected thru Q2 2022

Section VI: Matter Staffing Analysis

Long Litigation Matters, More Than 100 Total Hours Billed

2019 to 2022 -- Percentage of Hours Billed per Matter



Section VII: Data Methodology

All data and analysis based on
data collected thru Q2 2022

Appendix: Data Methodology

Invoice Information

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

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

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

Non-Invoice Information

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

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

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

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

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

Appendix: Data Methodology

A Note on US Cities

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

Appendix: Data Methodology

Bankruptcy and Collections

Chapter 11
Collections

General/Other
Workouts and Restructuring

Commercial (Commercial Transactions and Agreements)

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

Corporate¹

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

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

Employment and Labor

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

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

Environmental

General/Other
Health and Safety

Superfund
Waste/Remediation

Finance and Securities

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

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

General Liability

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

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

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

Exhibit 4

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Business & Practice

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

By Roy Strom

Column

June 9, 2022, 2:30 AM

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

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

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

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

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

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

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

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

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

Charge It Up

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

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

Source: Court documents

Bloomberg Law

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Worth Your Time

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

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

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



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

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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