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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KINGS

VAUGHN HENRY, individually, on behalf of all others similarly situated; PEDRO TORRES ZERMENO, individually, and on behalf of all other similarly situated,

Plaintiffs,

v.

TESSENDERLO KERLEY, INC., a Delaware corporation; and DOES 1 through 10, inclusive,

Defendant.

Case No. 22C-0027

CLASS & REPRESNTATIVE ACTION

[Assigned for all purposes to: Hon. Robert Shane Burns, Dept. 2]

DECLARATION OF BENJAMIN H. HABER IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

FINAL APPROVAL HEARING
Date: November 19, 2025
Time: 8:15 a.m.
Dept.: 2

Complaint filed: January 28, 2022
FAC filed: June 12, 2022
SAC filed: May 1, 2025
Trial date: Not set

DECLARATION OF BENJAMIN H. HABER

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 Pedro Torres Zermeno ("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 and PAGA Settlement (the "Motion").

CASE BACKGROUND

2. This is a wage and hour class and Private Attorneys General Act ("PAGA") (Lab. Code §§ 2699, *et seq.*) representative action. Plaintiff and the putative class members worked in California and classified as non-exempt employees for Defendant Tessenderlo Kerley, Inc. ("Defendant") during the class period. Defendant produces and markets specialty chemical solutions, including fertilizers, crop protection chemicals and process chemicals and services to diverse markets around the world.

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

4. On January 28, 2022, Vaughn Henry filed this action as a putative class action against Defendant alleging: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8) unfair

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business practices, Case No. 22C-0027. On June 13, 2022, Henry filed a First Amended Complaint to add a cause of action for civil penalties under PAGA. On May 6, 2025, Henry filed a Second Amended Complaint adding named Plaintiff Pedro Torres Zermeno to the action. The Second Amended Complaint is the Operative Complaint ("Operative Complaint").

5. On January 28, 2022, Henry provided written notice to the LWDA and Defendant of his intention to file a PAGA claim. The LWDA did not notify Henry that it intended to investigate within 65 days of this written notice. On February 25, 2025, Zermeno provided written notice to the LWDA and Defendant of his intention to file a PAGA claim. The LWDA did not notify Zermeno that it intended to investigate within 65 days of this written notice.

DISCOVERY, INVESTIGATION, AND SETTLEMENT

6. Following the filing of the initial complaint, the Parties exchanged documents and information before mediating this action. Defendant produced a sample of time and pay records for the class members. Defendant also provided employee handbooks outlining its wage and hour policies and practices during the class period and information regarding the total number of current and former employees in its informal discovery responses.

7. After reviewing documents regarding Defendant's wage and hour policies and practices and analyzing Defendant's timekeeping and payroll records, Class Counsel was able to evaluate the probability of class certification, success on the merits, and Defendant's maximum monetary exposure for all claims. Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Class Counsel reviewed these records and prepared a damage analysis prior to mediation. This extensive investigation and discovery allowed Class Counsel to act intelligently and effectively in negotiating the Settlement.

SETTLEMENT NEGOTIATIONS

8. On February 1, 2023, the Parties participated in private mediation with experienced class action mediator, Jeffrey Krivis, Esq. The mediation was conducted via Zoom. The settlement negotiations were at arm's length and tempered by the efforts of both sides to serve the interests of their clients The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their or its position through trial and appeal

if a settlement had not been reached. The Parties did not reach an agreement to settle that day. However, the Parties continued to negotiate in good faith following mediation. During the negotiation process, Plaintiff Pedro Torres Zermeno was added to replace Plaintiff Vaughn Henry as the class and PAGA representative. The Parties subsequently finalized a settlement agreement, which was fully executed on May 27, 2025. Attached as **Exhibit 1** is a true and correct copy of Joint Stipulation of Class Action and PAGA Settlement and Class Notice (the "Settlement Agreement").

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

10. Following the execution of the Settlement Agreement, the Court granted Plaintiff's Motion for Preliminary Approval of Class Action Settlement on June 26, 2025. The deadline for class members to opt out or object to the Settlement is September 8, 2025. The reaction of the Class to the settlement so far has been overwhelmingly positive. Indeed, as of the filing of the Motion, no Class Member has opted out of the settlement and no Class Member has objected to the settlement.

11. 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.

12. 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. Attached as

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Exhibit 2 is a true and correct copy of proof of Plaintiff's submission of the Settlement Agreement to the LWDA.

ENHANCEMENT AWARD FOR PLAINTIFF IS REASONABLE

13. 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 during settlement negotiations., Plaintiff's requested enhancement award is reasonable particularly in light of the substantial benefits Plaintiff generated for all class members.

14. 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, and made himself available to answer questions after the mediation. Before adding him to 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 further supporting the wage and hour violations alleged in this action, and the recovery provided for in the Settlement Agreement for the putative class members would have been impossible to obtain without Plaintiff's participation.

15. At the same time, Plaintiff faced many risks in adding himself as the class representative in this matter. Plaintiff faced actual risks with his future employment, as putting himself on public record in an employment lawsuit could also very well affect his likelihood for future employment. Furthermore, as part of this settlement, Plaintiff is executing a general release of all claims against Defendant.

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

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

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

18. The settlement provides for attorneys' fees and costs to Class Counsel in an amount up to 33 1/3% of the Gross Settlement Amount, for a maximum fees award of $136,666.67, plus reasonable litigation expenses of up to $20,000.00.

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

Person	Role	Hours	Rate	Lodestar
Benjamin H. Haber	Partner	44	$900	$39,600
Daniel J. Kramer	Senior Attorney	12	$825	$9,900
Alan Wilcox	Senior Attorney	6	$900	$5,400
Zachary Greenberg	Former Associate Attorney	24[1]	$500	$12,000
Justin F. Marquez	Former Partner	10[2]	$1,500	$15,000
Total:		96		$81,900.00

20. Wilshire Law Firm, PLC has spent approximately 96 hours, for a lodestar of $81,850.00 litigating this action to bring it to resolution, not including time which will be expended

[1] Zachary Greenberg is no longer with Wilshire Law Firm, PLC as of April 2024. I have estimated at least 24 hours of work by Mr. Greenberg on this matter, including drafting the complaint, preparing for mediation and attending mediation.

[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 10 hours of work by Mr. Marquez on this matter, which includes, but is not limited to, assisting with the complaint, participating in several meetings regarding the case and case strategy, assisting with the mediation materials and brief, and attending the mediation.

monitoring the administration of the settlement and distribution of funds to the Class Members. 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;
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

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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.

21. 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.

22. 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.

23. 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.

24. 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.

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

26. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, Wilshire Law Firm, PLC represents virtually all of its employment law clients on a contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless we prevail at trial or successfully settle our clients' cases. Because Wilshire Law Firm, PLC is taking the risk that we will not be reimbursed for our time unless our client settles or wins his or her case, we cannot afford to represent an individual employee on a contingency basis if, at the end of our representation, all we are to receive is our regular hourly rate for services. It is essential

that we recover more than our regular hourly rate when we win if we are to remain in practice so as to be able to continue representing other individuals in civil rights employment disputes.

27. As of the date of filing this Motion, Class Counsel has incurred around $17,647.76 in costs, and Defendant has agreed that they will not oppose any cost award request up to $20,000.00. Accordingly, Class Counsel respectfully requests reimbursements of $17,647.76 in expenses, which should be reimbursed in full. Attached as **Exhibit 3** is a list of the costs and the categories of costs for the costs incurred in this case to date by Wilshire Law Firm, PLC.

PLAINTIFF'S COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

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

30. WLF is qualified to handle this Litigation because its attorneys are experienced in 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.

31. I am a Partner at Wilshire Law Firm, PLC. 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 more than

one hundred class settlements on behalf of tens of thousands of workers in California. dozens of 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.

32. 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.

g. *Ortiz v. Tara Materials, Inc.*, San Diego County, Case No. 37-2021-0001473-CU-OE-CTL; Motion for Final Approval granted on May 30, 2023.

h. *Cruz-Sanchez v. Eagle Lath & Plaster, Inc.*, Sacramento County, Case No. 34-2021-00293739-CU-OE-GDS; Motion for Final Approval granted on May 30, 2023.

i. *Garduno v. New Generation Framing, Inc., et al.*, Stanislaus County, Case No. CV-21-000544; Motion for Final Approval granted on August 11, 2023.

j. *Hernandez, et al. v. Burford Farming Company, Inc.*, Fresno County, Case No. 21CECG03817; Motion for Final Approval granted on August 21, 2023.

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k. *Barajas v. Final Phase Construction, Inc.*, San Bernardino County, Case No. CIVSB2118622; Motion for Final Approval granted on September 13, 2023.

l. *Jaimes, et al. v. Infiniti Health LLC*, Los Angeles County, Case No. 22STCV07261; Motion for Final Approval granted on October 17, 2023.

m. *Nunez v. Gabriel Container*, Los Angeles County, Case No. 21STCV09787; Motion for Final Approval granted on November 2, 2023.

n. *Gutierrez v. Next Level Door & Millwork, Inc.*, Riverside County, Case No. CVRI2105455; Motion for Final Approval granted on January 11, 2024.

o. *Lupercio v. Western CNC, Inc.*, San Diego County, Case No. 37-2021-00010314-CU-OE-CTL; Motion for Final Approval granted on January 26, 2024.

p. *Jackson, et al. v. Apple Valley Communications, Inc.*, *et al.*, San Bernardino County, Case No. CIVSB2124721; Motion for Final Approval granted on February 1, 2024.

q. *Cuadras, et al. v. Guinn Corporation*, Kern County, Case No. BCV-21-101520; Motion for Final Approval granted on February 22, 2024.

r. *Canton, et al v. John B. Sanfilippo & Sons, Inc.*, Merced County, Case No. 22-CV-01145; Motion for Final Approval granted on March 15, 2024.

s. *Williams v. Total Longterm Care, Inc., et al.*, San Bernardino County, Case No. CIVSB2213347; Motion for Final Approval granted on April 2, 2024.

t. *Williams, et al v. Eisenhower Medical Center*, Riverside County, Case No. RIC1905151; Motion for Final Approval granted on April 18, 2024.

u. *Espinoza v. Delallo's Italian Foods, Inc.*, Butte County, Case No. 21CV02640; Motion for Final Approval granted on April 24, 2024.

v. *Meza v. Argus Management Company, LLC*, *et al.*, Los Angeles County, Case No. 21STCV31612; Motion for Final Approval granted on May 20, 2024.

w. *Wade v. Mallory Safety and Supply LLC*, Siskiyou County, Case No. 23CV00951; Motion for Final Approval granted on July 11, 2024.

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x. *Abarca-Rueda, et al. v. Foley Family Wines, Inc., et al.*, Sonoma County, Case No. S-CV-268148; Motion for Final Approval granted on August 21, 2024.

y. *Aguilar v. American Pasteurization Company, Inc., et al.*, Sacramento County, Case No. 34-2021-00312027-CU-OE-GDS; Motion for Final Approval granted on September 3, 2024.

z. *Hayes, et al. v. Gonzales Park, LLC, et al.*, Butte County, Case No. 21CV02456; Motion for Final Approval granted on May 1, 2024.

aa. *Arias v. The Shyft Group GTB, LLC, et al.,* Los Angeles County, Case No.22STCV37390; Motion for Final Approval granted on December 3, 2024.

bb. *Hernandez v. KW California, et al.*, Kern County, Case No. BCV-23-100346; Motion for Final Approval Granted on December 4, 2024.

cc. *Barajas Maya v. United Facilities Group, Inc., et al.*, Santa Clara County, Case No. 22CV397353; Motion for Final Approval granted on November 22, 2024.

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

a. The 2022 Real Rate Report survey compiled by Wolters Kluwer, which presents the real market rates of Los Angeles area attorneys who practice litigation. For that category, the third quartile 2022 rate was $1,045 per hour for partners and $855 for associates. Likewise, page 32 of the Report describes the rates charged by 183 Los Angeles partners with "21 or more years of experience" and "Fewer than 21 years." For those categories, the third quartile Los Angeles partner rate in 2022 were $1,133 per hour for 21 or more years and $1,075 for attorneys with fewer than 21 years. A true and correct copy of portions of the 2022 Real Rate Report is attached hereto as **Exhibit 4**.

b. In an article entitled "Big Law Rates Topping $2,000 Leave Value 'In Eye of Beholder,'" written by Roy Strom and published by Bloomberg Law on June 9, 2022, the author describes how Big Law firms have crossed the $2,000-per hour rate. The article also notes that law firm rates have been increasing by

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just under 3% per year. A true and correct copy of this article is attached hereto as **Exhibit 5**.

34. 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, PLC, 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.

35. Alan Wilcox is a Senior Attorney at Wilshire Law Firm, PLC. He graduated from the University of California, Berkeley in 2007, and graduated from Pepperdine University's School of Law and became a member of the California State Bar in 2012. Throughout his career, Alan has represented clients in both state and federal Courts in a wide variety of matters, including contract disputes, wrongful foreclosure, unlawful detainer, divorce, product defect, tort, and employment matters. From 2014 to the present, he has exclusively practiced complex civil litigation representing plaintiff employees in employment matters. He has handled both individual wrongful discharge and collective wage and hour actions, with the class action and PAGA matters including *Flores v. Aqua Terra Culinary, Inc.*, Monterey Superior Court Case No. 17CV002672, *Garcia v. Construction Innovations Group, LLC*, Sacramento Superior Court Case No. 34-2020-00285239, *Kim v. Sheraton Operating Corp.*, Central District of California Case No. 2:17-cv-09247-FMO-E, *Pease v. Wattrans, Inc.*, San Bernardino Superior Court Case No. CIVDS1919832, and *Lachman v. Berlitz Languages, Inc.*, Los Angeles Superior Court Case No. 19STCV01533, among others.

36. Zachary D. Greenberg is a former associate attorney at Wilshire Law Firm, PLC who was actively involved in the litigation of this matter from its inception through April 2024. Zachary was admitted to the State Bar of California in 2020 and was admitted to the United States District Court for the Central District of California and the United States Court of Appeals for the

Ninth Circuit. Zachary received a Bachelor of Arts in International Business and a Minor in Economics from Western Washington University. He received his Juris Doctor from Loyola Law School. Zachary's practice was focused on complex class and representative action litigation.

37. Justin F. Marquez is a former Senior Partner at Wilshire Law Firm, PLC 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, PLC, received a CLAY (California Lawyer Attorneys of the Year) award for their work on a false advertising case against Apple which ultimately led to a $25 million settlement. He also was selected to speak at multiple CELA conferences throughout his career – in 2019, he spoke on the topic of manageability of class actions at CELA's 2019 Advanced Wage & Hour Seminar, and in 2024, he spoke on the topic of dealings with multiple cases against the same defendant at CELA's 2024 Advanced Wage & Hour Seminar. He served as lead or co-lead in negotiating class action settlements worth over $10 million in gross recovery to class members for each year since 2020, including over $37.5 million in 2022 and over $75 million in 2023.

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

Executed on October 27, 2025, in Los Angeles, California.

Benjamin H. Haber

Exhibit 1

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

Subject to final approval by the Court, it is stipulated, by and between Plaintiff Pedro Zermeno ("Plaintiff"), on behalf of himself, other similarly situated putative class members, and other aggrieved employees, and Defendant Tessenderlo Kerley, Inc. (collectively, "Defendant") that the Action is hereby compromised and settled pursuant to the terms and conditions set forth in this Joint Stipulation of Class Action and PAGA Settlement ("Agreement," "Settlement Agreement," "Joint Stipulation," or "Settlement") and that the Court shall make and enter judgment subject to the definitions, recitals, and terms set forth herein, which by this reference become an integral part of the Agreement. Plaintiff and Defendant are collectively referred to in this Agreement as the "Parties."

I. <u>DEFINITIONS</u>

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

A. **<u>Administration Costs</u>**: The costs incurred by the Settlement Administrator to administer this Settlement pursuant to the terms of this Agreement, which is currently estimated at Six-Thousand Seven Hundred and Fifty Dollars ($6,750.00) and shall not exceed Ten Thousand Dollars ($10,000.00). All Administration Costs shall be paid from the Qualified Settlement Fund.

B. **<u>Agreement, Settlement Agreement, Joint Stipulation, or Settlement</u>**: The settlement agreement reflected in this document, titled "Joint Stipulation of Class Action and PAGA Settlement."

C. **<u>Attorney Fee Award</u>**: The amount, not to exceed Thirty-Three and One-Third Percent (33 1/3%) of the Gross Settlement Amount or One Hundred Thirty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($136,666.67), in the event it is finally approved by the Court and awarded to Class Counsel. The Attorney Fee Award shall be paid from the Qualified Settlement Fund. Defendant takes no position as to the amount requested.

D. **<u>Action or Case</u>**: The Class Action Complaint initially filed by Vaughn Henry on January 28, 2022 entitled *Vaughn Henry v. Tessenderlo Kerley, Inc., et al*, Case No. 22C-0027, in the Kings County Superior Court, including the Second Amended Class and Representative Action Complaint ("Second Amended Complaint"), adding Plaintiff and allegations under the California Private Attorney General Act, for which a stipulation seeking leave to file was filed on April 28, 2025.

E. **<u>Class</u>**: All individuals who are or previously were employed by Defendant in the State of California and classified as non-exempt employees at any time during the Class Period.

F. **<u>Class Counsel</u>**: Benjamin H. Haber, Daniel J. Kramer, and Chase M. Stern of Wilshire Law Firm.

G. **<u>Class Data</u>**: Information regarding Class Members that Defendant will compile from its available, existing, electronic records and provide to the Settlement Administrator. The Class Data shall be formatted as a Microsoft Excel spreadsheet and shall include: (i) each Class

Member's full name; (ii) each Class Member's last known address; (iii) each Class Member's last known telephone number; (iv) each Class Member's Social Security number; and (v) information sufficient to allow the Settlement Administrator to calculate the number of workweeks and/or pay periods worked by each Class Member, each Class Member's Individual Settlement Share, and each Eligible Aggrieved Employee's Individual PAGA Payment.

H. **Class Member**: Each person eligible to participate in this Settlement who is a member of the Class as defined above.

I. **Class Period**: The time period from August 3, 2017 to Preliminary Approval.

J. **Class Representative or Plaintiff**: Pedro Zermeno.

K. **Class Representative Enhancement Payment**: The amount(s) the Court awards to Plaintiff for his service as the Class Representative, which will not exceed Ten Thousand Dollars ($10,000.00) to Plaintiff. The payment shall be paid from the Qualified Settlement Fund. Defendant takes no position as to the amount requested. The enhancement is subject to Court approval. If the Court awards less than the amount(s) requested, any amount(s) not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.

L. **Complaint**: The Class Action Complaint initially filed by Vaughn Henry on January 28, 2022 entitled *Vaughn Henry v. Tessenderlo Kerley, Inc., et al*, Case No. 22C-0027, in the Kings County Superior Court, including the Second Amended Complaint that adds Plaintiff as a class and PAGA representative.

M. **Cost Award**: The amount that the Court awards Class Counsel for payment of actual litigation costs, which shall not exceed Twenty Thousand Dollars ($20,000.00). The Cost Award will be paid from the Qualified Settlement Fund. Defendant takes no position as to the amount requested. The Cost Award is subject to Court approval. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members

N. **Counsel for Defendant or Defense Counsel**: Attorneys Mitchell A. Wrosch and Andrew B. Levin of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

O. **Court**: The Kings County Superior Court of the State of California.

P. **Defendant**: Tessenderlo Kerley, Inc.

Q. **Effective Final Settlement Date or Effective Date**: The later of the following: (i) if no objections to the Settlement have been filed, or timely objections have been filed and then withdrawn, then the date the Court enters judgment granting Final Approval; (ii) if an objection to the Settlement has been filed, then the date on which time expires to file an appeal of the Court's grant of Final Approval; or (iii) if an objection was filed and a Notice of Appeal of the Court's grant of Final Approval was timely filed, then the date the appeal is finally resolved, with the grant of Final Approval unaffected.

R. **Eligible Aggrieved Employees**: All individuals who are or previously were employed by Defendant in the State of California and classified as non-exempt employees at any time during the PAGA Period.

S. **Exclusion Form**: The Election Not To Participate In ("Opt Out" From) Class Action Settlement Form, substantially similar to the form attached hereto as **Exhibit B**, subject to Court approval.

T. **Final Approval, Final Approval Order, Judgment, and Final Judgment**: "Final Approval" or "Final Approval Order" means the final order entered by the Court, following the Final Approval Hearing, finally approving this Agreement. "Judgment" or "Final Judgment" means the final judgment entered by the Court following the Final Approval Hearing.

U. **Gross Settlement Amount or GSA**: The total value of the Settlement is a non-reversionary Four Hundred and Ten Thousand Dollars and Zero Cents ($410,000.00). This is the gross amount Defendant shall be required to pay under this Settlement Agreement, which includes without limitation: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative Enhancement Payment paid to the Class Representative, as approved by the Court; (4) Administration Costs paid to the Settlement Administrator, as approved by the Court; and (5) the PAGA Payment paid to the LWDA and to Eligible Aggrieved Employees, as approved by the Court. Defendant's portion of payroll taxes as the Class Members' current or former employer is not included in the GSA and will be a separate obligation of Defendant. No portion of the Gross Settlement Amount will revert to Defendant for any reason.

V. **Individual PAGA Payment(s)**: The amount payable to each Eligible Aggrieved Employee from the portion of the PAGA Payment allocated to the Eligible Aggrieved Employees under the terms of this Settlement Agreement. Eligible Aggrieved Employees are not required to submit a claim form to receive their Individual PAGA Payments pursuant to this Agreement.

W. **Individual Settlement Share(s)**: The amount payable to each Participating Class Member under the terms of this Settlement Agreement. Class Members are not required to submit a claim form to receive their Individual Settlement Shares pursuant to this Agreement. Rather, Participating Class Members will receive an Individual Settlement Share automatically, unless the Class Member submits a timely and valid request for exclusion.

X. **LWDA**: California Labor and Workforce Development Agency.

Y. **Net Settlement Amount or NSA**: The total amount of money available for payout to Participating Class Members, which is the GSA less the Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payment, the PAGA Payment, and Administration Costs. In other words, the NSA is the portion of the GSA that will be distributed to Class Members who do not request exclusion from the Settlement ("Participating Class Members").

Z. **Notice**: The "Notice of Class Action and PAGA Settlement," provided to all Class Members regarding the terms of this Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval. The Notice shall constitute notice to the Class pursuant to

California Rule of Court, rule 3.769(f) and, once approved by the Court, shall be deemed compliant with California Rule of Court, rule 3.766.

AA. **Notice Packet**: Collectively, the Notice and Exclusion Form, mailed to all identified Class Members by the Settlement Administrator.

BB. **PAGA**: The California Labor Code Private Attorneys General Act of 2004 (Labor Code section 2698, *et seq.*).

CC. **PAGA Payment**: The PAGA Payment consists of Twenty-Five Thousand Dollars ($25,000.00) of the Gross Settlement Amount allocated for the settlement and release of claims for civil penalties under PAGA. Seventy-Five Percent (75%) of the PAGA Payment ($18,750.00) shall be paid to the LWDA, and Twenty-Five Percent (25%) ($6,250.00) of the PAGA Payment shall be distributed to Eligible Aggrieved Employees, on a pro-rata basis, as set forth below. If the Court requires a higher allocation for the PAGA Payment, the additional amount will be taken from the GSA.

DD. **PAGA Period**: The time period from April 21, 2021 to Preliminary Approval.

EE. **PAGA Released Claims**: All claims for civil penalties pursuant to PAGA based on the factual or legal theories that were alleged in the Second Amended Complaint and Plaintiff's letter to the LWDA, or that reasonably could have been alleged based on the facts, legal theories, Labor Code sections, and primary rights at issue in the Second Amended Complaint or Plaintiff's letter to the LWDA, including the: failure to pay minimum and straight time wages; failure to pay overtime; failure to provide meal periods and provide meal period premium payments; failure to provide rest periods and provide rest period premium payments; failure to timely pay wages upon termination; failure to provide and maintain compliant wage statements; failure to reimburse necessary business expenses; violations of the unfair competition law; and any other claims or penalties under the wage and hour laws pleaded in the Action (collectively, the "PAGA Released Claims"). The period of the PAGA Released Claims shall extend to the limits of the PAGA Period.

The PAGA Released Claims does not include claims that, as a matter of law, cannot be released and does not include claims for retaliation, discrimination, wrongful termination, and individual claims for the recovery of workers' compensation benefits.

FF. **Participating Class Members**: All Class Members who do not submit a valid and timely request to exclude themselves from this Settlement. Participating Class Members will release all of the Released Claims and will be bound by all terms of the Settlement and any final judgment entered in this Action.

GG. **Parties**: Plaintiff, individually and as the Class Representative, and Defendant Tessenderlo Kerley, Inc.

HH. **Preliminary Approval or Preliminary Approval Order**: The Court's order preliminarily approving the proposed Settlement following the Preliminary Approval Hearing.

II. **<u>Qualified Settlement Fund or QSF</u>**: A fund within the meaning of Treasury Regulation section 1.46B-1, 26 C.F.R. section 1.468B-1 *et seq.*, that is established by the Settlement Administrator for the benefit of Participating Class Members, Eligible Aggrieved Employees, Plaintiff and Class Counsel.

JJ. **<u>Released Claims</u>**: All claims based on the factual or legal theories that were alleged in the Complaints and/or Plaintiff's letters to the LWDA, or that reasonably could have been alleged based on the facts, legal theories, Labor Code sections, and primary rights at issue in the Complaints and/or Plaintiff's letters to the LWDA, including the: failure to pay minimum and straight time wages; failure to pay overtime; failure to provide meal periods and provide meal period premium payments; failure to provide rest periods and provide rest period premium payments; failure to timely pay wages upon termination; failure to provide and maintain compliant wage statements; failure to reimburse necessary business expenses; violations of the unfair competition law; and any other claims or penalties under the wage and hour laws pleaded in the Action. The Released Claims include all claims for compensatory, consequential, incidental, liquidated, punitive, and exemplary damages; restitution; interest; costs and fees; injunctive or equitable relief; and any other remedies available at law or equity for the time period from August 3, 2017 through Preliminary Approval (the last two sentences, collectively, the "Released Claims"). The period of the Released Claims shall extend to the limits of the Class Period. The res judicata effect of the Judgment will be the same as that of the Released Claims.

The Released Claims does not include claims that, as a matter of law, cannot be released and does not include claims for retaliation, discrimination, wrongful termination, and individual claims for the recovery of workers' compensation benefits.

KK. **<u>Released Parties</u>**: Defendant and its past, present, and/or future, direct and/or indirect, officers, directors, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

LL. **<u>Response Deadline</u>**: Forty-five (45) calendar days from the initial mailing of the Notice Packets and the last date on which Class Members may request exclusion from or object to the Settlement. Class Members who receive a re-mailed Notice will have an additional ten (10) calendar days, for a total of fifty-five (55) calendar days from the initial mailing of the Notice, to request exclusion from or object to the Settlement.

MM. **<u>Settlement Administrator</u>**: The third-party administrator selected by the Plaintiff to administer this Settlement is Phoenix Settlement Administrators. ("Phoenix").

II. <u>RECITALS</u>

A. **Procedural History.** On January 28, 2022, Vaughn Henry filed a Class Action Complaint in Kings County Superior Court against Defendant Tessenderlo Kerley, Inc. seeking damages based on alleged violations of the California Labor Code and California Business and Professions Code, Case No. 22C-0027. Also on January 28, 2022, Vaughn Henry sent a letter to the LWDA identifying provisions of the Labor Code he contends were violated by Defendant and the theories supporting his contentions. On April 4, 2022, Defendant filed its Answer to the

Class Action Complaint, asserting general and affirmative defenses. On April 22, 2022, Vaughn Henry filed a PAGA Representative Action Complaint in Kings County Superior Court against Defendant alleging violations under PAGA, Case No. 22C-0138. On or around June 13, 2022, Vaughn Henry filed a First Amended Complaint against Defendant in Kings County Superior Court, Case No. 22C-0027, adding allegations under PAGA. On June 29, 2022, Vaughn Henry filed a Request for Dismissal of Case No. 22C-0138, which the Kings County Superior Court granted on June 29, 2022. On July 22, 2022, Defendant filed its Answer to the First Amended Complaint, asserting general and affirmative defenses. On February 21, 2025, Plaintiff sent a letter to the LWDA identifying provisions of the Labor Code he contends were violated by Defendant and the theories supporting his contentions. On April 28, 2025, the Parties filed a joint stipulation seeking leave to allow Plaintiff to file a Second Amended Complaint, which seeks to add Plaintiff as a class and PAGA representative.

B. **Investigation and Discovery.** Prior to mediation, and both before and after the Action was filed, the Parties conducted significant investigation of the relevant facts and law. Prior to mediation, Defendant produced documents relating to its wage-and-hour policies, practices, and procedures, including those regarding meal and rest periods, the recording of time, and off-the-clock work. Plaintiff's Counsel also reviewed, with the assistance of a forensic accountant consultant, a reasonable and adequate sampling of time and pay records from the putative Class provided by Defendant and information relating to the size and scope of the Class, as well as data permitting Plaintiff to understand the number of workweeks in the Class Period and pay periods in the PAGA Period. Plaintiff and Vaughn Henry also provided information from their own experience and observations working for Defendant, and with the information provided in their own personnel records and time and records. The Parties agree that the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, are more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis.

C. **Mediation.** On February 1, 2023, the Parties participated in a private mediation with Jeffrey Krivis, a well-respected mediator with considerable experience mediating wage-and-hour class actions. This mediation took place only after the Parties informally exchanged extensive information and data. The mediation and subsequent negotiations resulted in the Settlement described herein to resolve this Action in its entirety.

D. **Benefits of Settlement to Class Members.** Plaintiff and Class Counsel recognize the expense and length of additional proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiff and Class Counsel have also taken into account the uncertainty and risks, the potential outcome, and the difficulties and delays inherent in further litigation, including the chances of class certification and prevailing at trial by either party. Plaintiff and Class Counsel have conducted extensive settlement negotiations, including formal mediation on February 1, 2023, as mentioned above. Based on the foregoing, Plaintiff and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members.

E. **Defendant's Reasons for Settlement.** Defendant recognizes that the defense of this litigation will be protracted and expensive. Substantial amounts of Defendant's time, energy, and resources have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims Plaintiff has asserted. Defendant has also taken into account the risks of further litigation in reaching its decision to enter into this Settlement. Despite continuing to contend that it is not liable for any of the claims set forth by Plaintiff, Defendant has, nonetheless, agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims as set forth in the Action.

F. **Defendant's Denial of Wrongdoing.** Defendant generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged, makes no concessions or admissions of liability of any sort, and contends that for any purpose other than settlement, the Action is not appropriate for class or representative treatment. Defendant asserted a number of defenses to the claims and has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. The monies being paid as part of the settlement are genuinely disputed and the Parties agree that the provisions of Labor Code section 206.5 are not applicable to this Settlement. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever and shall not constitute an admission of the accuracy of any allegations made by Plaintiff or Class Counsel. Nor should the Agreement be construed as an admission that Plaintiff can serve as an adequate Class Representative. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendant or as to whether a class or classes should be certified, other than for settlement purposes only.

G. **Plaintiff's Claims.** Plaintiff asserts that Defendant's defenses are without merit. Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Plaintiff, Class Members, or Class Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Action. However, in the event that this Settlement is finally approved by the Court, none of Plaintiff, Class Members, or Class Counsel will oppose Defendant's efforts to use this Agreement to prove that Plaintiff and Class Members have resolved and are forever barred from re-litigating the Released Claims.

III. SETTLEMENT TERMS AND CONDITIONS

A. **Settlement Consideration by Defendant - Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the maximum Gross Settlement Amount, excluding payroll taxes, that Defendant is obligated to pay under this Settlement Agreement is Four Hundred and Ten Thousand Dollars and Zero Cents ($410,000.00). In no event shall Defendant be required to pay more than the Gross Settlement Amount, other than its share of payroll taxes.

B. **Notice to the LWDA.** On January 28, 2022, Vaughn Henry filed and served his Notice of Labor Code Violations Pursuant to Labor Code Section 2699.3 ("PAGA Notice"). On February 21, 2025, Plaintiff filed and served his Amended Notice of Labor Code Violations Pursuant to Labor Code Section 2699.3. Thus, Plaintiff maintains that he has satisfied his notice obligations under PAGA.

C. Class Certification. Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. As such, the Parties stipulate and agree that in order for this Settlement to occur, the Court must conditionally certify the Class as defined in this Agreement.

D. Conditional Nature of Stipulation for Certification. The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiff and Class Members for purposes of this Settlement only. This Stipulation is contingent upon Preliminary and Final Approval. If the Settlement does not become final and effective, for whatever reason, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall have no bearing on and shall not be admissible or used in any way in connection with the question of whether the Court should certify any claims in a non-settlement context in this Action or in any other lawsuit. Defendant reserves the right to oppose class certification should this Settlement be materially modified, withdrawn, or reversed on appeal, or otherwise fail to become final and effective. An award by the Court of a lesser amount than sought by Plaintiff and Class Counsel for the Class Representative Enhancement Payment, the Attorney Fee Award, and/or the Cost Award, will not constitute a material modification to the Settlement within the meaning of this paragraph.

E. Appointment of Class Representatives. Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiff shall be appointed as the representative for the Class.

F. Appointment of Class Counsel. Solely for the purposes of this Settlement, the Parties stipulate and agree that Class Counsel shall be appointed to represent the Class

G. Settlement Disbursement. Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:

1. **To the Plaintiff.** In addition to his respective Individual Settlement Share and Individual PAGA Payment, as applicable, and subject to the Court's approval, Plaintiff will receive up to Ten Thousand Dollars ($10,000.00) as Class Representative Enhancement Payment in exchange for releasing the Released Parties from the Released Claims, a general release, and for his time, his effort, and the risk his undertook in bringing and prosecuting this matter. The Settlement Administrator will pay the Class Representative Enhancement Payment out of the Qualified Settlement Fund. Payroll tax withholdings and deductions will not be taken from the Class Representative Enhancement Payment. The Settlement Administrator shall issue IRS Forms 1099 to Plaintiff for his Class Representative Enhancement Payment. Plaintiff shall be solely and legally responsible for paying any and all applicable taxes due on his Class Representative Enhancement Payment and shall hold harmless Defendant and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement Payment. In the event the Court does not approve the entirety of the application for the Class Representative Enhancement Payment, Plaintiff shall not have the right to revoke the Settlement and it will remain binding. In the event the Court does not approve the entirety of the application for the Class Representative Enhancement Payment, the

Settlement Administrator shall pay whatever amounts the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amounts requested and the amount awarded. If the amounts awarded are less than the amounts requested by Plaintiff, the difference shall become part of the NSA and be available for distribution to Participating Class Members.

2. **To Class Counsel.** Class Counsel will apply to the Court for, a total Attorney Fee Award not to exceed Thirty Three and One-Third Percent (33 1/3 %), or One Hundred Thirty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($136,666.67), of the GSA and a Cost Award not to exceed Twenty Thousand Dollars ($20,000.00). Defendant takes no position as to the amounts requested. Class Counsel, Plaintiff and the Participating Class Members will not apply to the Court for any payment of attorneys' fees and costs that are in addition to the foregoing or that exceed the GSA. The Parties agree that, over and above the Court-approved Attorney Fee and Cost Awards, each of the Parties, including all Participating Class Members, shall bear their own fees and costs, including, but not limited to, those related to the investigation, filing, prosecution, or settlement of the Action; the negotiation, execution, or implementation of this Agreement; and/or the process of obtaining, administering, or challenging an Order Granting Preliminary Approval and/or Final Approval. The Settlement Administrator will pay the Court-approved amounts for the Attorney Fee Award and Cost Award out of the Gross Settlement Amount. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to these payments. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount(s) requested and the amount(s) awarded. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost, Class Counsel shall not have the right to revoke the Settlement and it will remain binding. However, Class Counsel reserve the right to appeal any reduction by the Court of the requested Attorney Fee Award and Cost Award. If the amount(s) awarded is less than the amount(s) requested by Class Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the NSA and be available for distribution to Participating Class Members.

3. **To the Responsible Tax Authorities.** The Settlement Administrator will withhold the amount of each Participating Class Member's portion of normal payroll withholding taxes out of each Participating Class Member's Individual Settlement Share apportioned to wages. The Settlement Administrator will calculate the amount of the Participating Class Members' and Defendant's portions of payroll withholding taxes. The Settlement Administrator will submit Defendant's portion of payroll withholding tax calculation to Defendant for additional funding and forward those amounts, along with each Participating Class Member's Individual Settlement Share withholdings, to the appropriate taxing authorities. Defendant will pay its portion of employer-side payroll taxes at the same time its funds the Gross Settlement Amount in accordance with the requirements of Section III (J)(12) of this Settlement Agreement.

4. **To the Settlement Administrator.** The Settlement Administrator will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court in an amount currently estimated at Six Thousand Seven Hundred and Fifty Dollars ($6,750.00) and not to exceed Ten Thousand Dollars ($10,000.00). This will be paid out of the Qualified Settlement Fund. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to Participating Class Members. In the event the Court does not approve the entirety of the requested Administration Costs, the Settlement Administrator shall pay to itself whatever amount the Court awards, and neither Defendant nor Plaintiff shall be responsible for paying the difference between the amount requested and the amount awarded.

5. **To Participating Class Members.** The Settlement Administrator will pay each Participating Class Member an Individual Settlement Share from the NSA.

    a. **Individual Settlement Share Calculation.** The Settlement Administrator will pay each Participating Class Member his or her proportional share of the Net Settlement Amount, which will be equal to: (i) the number of workweeks he or she worked as a Class Member during the Class Period, based on the Class Data provided by Defendant, divided by (ii) the total number of workweeks worked by all Participating Class Members, collectively, during the Class Period, based on the same Class Data, and (iii) multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a workweek for purposes of this calculation. Therefore, the value of each Participating Class Member's Individual Settlement Share is tied directly to the number of workweeks he or she worked during the Class Period.

    b. **Tax Treatment for Individual Settlement Shares.** Each Participating Class Member's Individual Settlement Share will be apportioned as follows: twenty percent (20%) as wages and eighty percent (80%) as penalties and interest. The portion paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by IRS Forms W-2. Payment of all amounts will be made subject to backup withholding unless a duly executed IRS Form W-4 is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS Forms 1099. The employees' share of payroll tax withholdings and other legally required withholdings shall be withheld from the portion of each Participating Class Member's Individual Settlement Share attributed to wages. Participating Class Members will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Shares and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Shares.

6. **To Eligible Aggrieved Employees.** The Settlement Administrator will pay each Eligible Aggrieved Employee an Individual PAGA Payment from the portion of the PAGA Payment allocated to the Eligible Aggrieved Employees.

    a. **Individual PAGA Payment Calculation.** The Settlement Administrator will pay each Eligible Aggrieved Employee his or her proportional share of the portion of the PAGA Payment allocated to the Eligible Aggrieved Employees, which will be equal to: (i) the number of pay periods he or she worked as an Eligible Aggrieved Employee during the PAGA Period, based on the Class Data provided by Defendant, (ii) divided by the total number of pay periods worked by all Eligible Aggrieved Employees collectively during the PAGA Period, based on the same Class Data, and (iii) multiplied by the portion of the PAGA Payment allocated to the Eligible Aggrieved Employees. One day worked in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each Eligible Aggrieved Employee's Individual PAGA Payment is tied directly to the number of pay periods he or she worked during the PAGA Period.

    b. **Tax Treatment for Individual PAGA Payments.** Each Eligible Aggrieved Employee's Individual PAGA Payment will be apportioned as one hundred percent (100%) penalties and shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS Forms 1099. Eligible Aggrieved Employees will be responsible for the payment of any taxes and penalties assessed on the Individual PAGA Payments and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual PAGA Payments.

H. **Appointment of Settlement Administrator.** Solely for the purposes of this Settlement, the Parties stipulate and agree that Phoenix shall be retained to serve as Settlement Administrator. By accepting the role as Settlement Administrator, the Settlement Administrator is bound to all the terms, conditions and obligations described in this Settlement Agreement. The Settlement Administrator shall be responsible for preparing, translating into Spanish, printing, and mailing the Notice Packets to the Class Members; creating a static settlement website that will go live on the same date the Notice Packet is first mailed to the Class Members and that will include, among other things, the Complaints, standalone generic copies of the Notice and Exclusion Form, all papers filed in connection with the Preliminary Approval Hearing (including all orders filed by the Court), all papers filed in connection with the Final Approval Hearing (including the fee motion and the final approval motion), and, if the Settlement is approved, the Final Approval Order and Judgment; keeping track of any objections or requests for exclusion from Class Members; calculating each Class Member's Individual Settlement Share and each Eligible

Aggrieved Employee's Individual PAGA Payment; calculating any and all payroll tax deductions as required by law; mailing Individual Settlement Shares to Participating Class Members and Individual PAGA Payments to Eligible Aggrieved Employees; performing skip traces and remailing Notice Packets, Individual Settlement Shares, and Individual PAGA Payments to Class Members and Eligible Aggrieved Employees; providing weekly status reports to Counsel for Defendant and Class Counsel, which are to include updates on any objections or requests for exclusion that have been received; providing a due diligence declaration for submission to the Court upon completion of the Settlement and prior to the Final Approval Hearing; mailing the LWDA's portion of the PAGA Payment to the LWDA; distributing the Attorney Fee Award and Cost Award to Class Counsel; printing and providing Class Members and Plaintiff with IRS Forms W2 and 1099 as required under this Agreement and applicable law; providing any funds remaining in the QSF as a result of uncashed checks to the California State Controller's Office in the name of the Class Member(s) or Eligible Aggrieved Employee(s) in accordance with California Unclaimed Property Law, including the administration of related tax reimbursements; and for such other tasks as the Parties mutually agree. The Parties each represent that they do not have any financial interest in Phoenix or otherwise have a relationship with Phoenix that could create a conflict of interest. Plaintiff, Class Counsel, Defendant and Defense Counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the Individual Settlement Shares, Individual PAGA Payments, or any other distribution of monies contemplated by this Agreement, or in the development of the list of recipients of all such settlement payments.

I. CIRCULAR 230 DISCLAIMER. Each Party to this Agreement (for purposes of this section, the "Acknowledging Party" and each Party to this Agreement other than the Acknowledging Party, an "Other Party") acknowledges and agrees that (1) No provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisors, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of U.S. Treasury Dept. Circular 230 (31 C.F.R. Part 10, as amended); (2) The Acknowledging Party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any Other Party or any attorney or advisor to any Other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any Other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) No attorney or advisor to any Other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

J. Procedure for Approving Settlement.

1. Motion for Preliminary Approval and Conditional Certification.

a. Plaintiff will move for an order conditionally certifying the Class for settlement purposes only, giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Notice and Exclusion Form.

b. At the Preliminary Approval Hearing, Plaintiff will appear, support the granting of the motion, and submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representative, Class Counsel, and Settlement Administrator; approving the Notice and Exclusion Form; and setting the Final Approval Hearing.

c. Should the Court decline to conditionally certify the Class or to Preliminarily Approve all material aspects of the Settlement, the Parties will work together in good faith to resolve any and all issues identified by the Court to in order to obtain Preliminary Approval of the Settlement. If, after three (3) attempts by the Parties to obtain Preliminary Approval of the Settlement, the Court declines to conditionally certify the Class or to Preliminarily Approve all material aspects of the Settlement, the Settlement will be null and void and the Parties shall have no further obligations under it. The amounts of the Attorney Fee Award, Cost Award, Administration Costs, PAGA Payment, and Class Representative Enhancement Payment shall be determined by the Court, and the Court's determination on these amounts shall be final and binding. The Court's approval or denial of any amount requested for these items is not a condition of this Agreement and shall be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to an application for the Attorney Fee Award, Cost Award, Administration Costs, PAGA Payment, and/or the Class Representative Enhancement Payment shall not operate to terminate or cancel this Agreement. Nothing in this Agreement shall limit Plaintiff's or Class Counsel's ability to appeal any decision by the Court to award less than the requested Attorney Fee Award, Cost Award, Administration Costs, and/or Class Representative Enhancement Payment.

2. **Notice to Class Members.** After the Court enters its Preliminary Approval Order, every Class Member will be provided with the Notice Packet in accordance with the following procedure:

a. Within fourteen (14) calendar days after entry of the Preliminary Approval Order, Defendant shall deliver to the Settlement Administrator the Class Data. If any or all of the Class Data is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Class Data shall be based on Defendant's payroll, personnel, and other business records. The Settlement Administrator will conduct a National Change of Address ("NCOA") Database search (which provides updated addresses for individuals who have moved in the past four years and who have provided the U.S. Postal Service with a forwarding address) for all Class Members to obtain the most up-to-date address information. The Settlement Administrator shall maintain the Class Data and all information contained therein as private and confidential. This provision shall not impede Class Counsel's ability to discharge its fiduciary duties, including effectuating the terms of this Settlement.

b. Within fourteen (14) calendar days after Defendant provides the Class Data to the Settlement Administrator, the Settlement Administrator will mail the Notice Packet to all identified Class Members via first-class regular U.S. Mail, using the most current mailing address information available.

c. If a Notice Packet is returned because of an incorrect address, within five (5) calendar days after receipt of the returned Notice Packet, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Notice Packet to the Class Member. The Settlement Administrator will conduct a skip trace to attempt to find the Class Member's current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Notice Packet 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 Notice Packets to Class Members for whom new addresses are found. If the Settlement Administrator is unable to locate a better address, the Notice Packet shall be re-mailed to the original address. If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip trace or forwarded mail, will have an additional ten (10) calendar days from the original Response Deadline to postmark a request for exclusion from or an objection to the Settlement. The Settlement Administrator shall mark on the envelope whether the Notice Packet is a re-mailed packet and shall provide on the envelope the Class Member's new deadline to respond.

d. Class Members will have the opportunity to dispute the information provided in their Notice Packets. All such disputes must be in writing, postmarked by the Response Deadline, and sent via first-class regular U.S. mail to the Settlement Administrator. To the extent a Class Member disputes the number of workweeks or pay periods with which he or she has been credited or the amount of his or her Individual Settlement Share or Individual PAGA Payment, the Class Member may produce and submit evidence to the Settlement Administrator showing that the disputed information is inaccurate. The Settlement Administrator will evaluate any evidence submitted by the Class Member and will make the initial decision as to the number of eligible workweeks or pay periods with which the Class Member should be credited and/or the amount of the Individual Settlement Share or Individual PAGA Payment to which the Class Member may be entitled. The Court shall have the right to review any decision made by the Settlement Administrator regarding such a dispute and will make the final determination. Class Counsel will file with the Court any and all disputes submitted by Class Members, the evidence submitted in support of such disputes, and the resolution of those disputes.

e. If the Settlement Administrator receives an incomplete or deficient request for exclusion, the Settlement Administrator shall send a letter informing the Class Member of the deficiency and shall provide the Class Member fourteen (14) calendar days with which to cure the deficiency. If the Settlement Administrator does not receive a cured request for exclusion, postmarked by the last and fourteenth (14^{th}) day of the cure period, the Class Member will be deemed not to have excluded himself or herself from the Settlement and will be bound by the Settlement.

f. The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defense Counsel of the number of Notice Packets mailed, the number of Notice Packets returned as undeliverable, the number of Notice Packets re-mailed, and the number of requests for exclusion received. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel no later than ten (10) calendar days before the Final Approval Hearing. If any material changes occur before the Final Approval Hearing but after the Settlement Administrator's declaration of due diligence has been filed, the Settlement Administrator will supplement its declaration.

3. **Notice.** The Notice will provide that Class Members who wish to object to the Settlement may do so by mailing written objections to the Settlement Administrator, postmarked on or before the Response Deadline. Class Members who object to this Settlement or any of its terms may not also submit requests for exclusion from this Settlement (i.e., may not opt out of this Settlement). In the event a Class Member submits both a request for exclusion and a written objection, the request for exclusion will be deemed invalid, and the objection will remain valid. The postmark date of mailing shall be the exclusive means used to determine whether an objection was timely served. A Class Member who objects to the Settlement will remain a Participating Class Member and, if the Court finally approves the Settlement, the objecting Class Member will be bound by the terms of the Settlement in the same way and to the same extent as those Participating Class Members who do not object to the Settlement. Eligible

Aggrieved Employees do not have the right to object to the PAGA portion of the Settlement.

a. **Format.** For a written objection to be valid, it must: (a) be signed and dated by the objecting Class Member or his or her lawful representative; (b) include the objecting Class Member's full name, address, telephone number, and the last four digits of the Class Member's Social Security number, as well as the name and address of counsel, if any; (c) include the words "Notice of Objection" or "Formal Objection;" (d) state the case name and number; (e) provide a concise, factual written statement of the Class Member's reasons for objecting; (f) include a statement indicating whether the objecting Class Member (or someone on his or her behalf) intends to appear at the Final Approval Hearing; and (g) be postmarked on or before the Response Deadline.

4. **Appearance at Final Approval Hearing and Oral Objection.** Participating Class Members may (but are not required to) appear at the Final Approval Hearing, either in person or through their own counsel and at their own expense, and orally object to the Settlement, regardless of whether the Participating Class Member submitted a written objection to the Settlement. The failure to submit a valid written objection does not waive a Participating Class Member's right to appear at and make an oral objection to the Settlement at the Final Approval Hearing. The Court will hear from any Class Member who attends the Final Approval Hearing and asks to speak, regardless of whether the Class Member has submitted a written objection.

5. **Filing Objections.** The Settlement Administrator shall send all written objections to Class Counsel and Defense Counsel. Class Counsel will be responsible for filing the objections with the Court in advance of the Final Approval Hearing. Class Counsel and Defense Counsel will be permitted to respond in writing to any properly submitted objections no later than nine (9) court days before the Final Approval Hearing.

6. **Request for Exclusion from the Settlement ("Opt Out").**

a. **Notice.** The Notice will provide that Class Members who wish to exclude themselves from the Settlement must do so by mailing a request for exclusion to the Settlement Administrator, postmarked on or before the Response Deadline. The postmark date of mailing shall be the exclusive means used to determine whether the request for exclusion was timely submitted.

b. **Format.** For a request for exclusion to be valid, it must unambiguously state that the Class Member wishes to exclude himself or herself from the Settlement and must also: (a) include the Class Member's name, address, and the last four digits of the Class Member's Social Security number; (b) be addressed to the Settlement Administrator at the specified address; (c) be signed by the Class Member or his or her lawful representative; and (d) be postmarked on or before the Response Deadline.

c. **Validity and Effect.** Class Members who fail to submit valid and timely requests for exclusion will automatically be included in the Settlement and will become Participating Class Members upon the expiration of the Response Deadline. Each Participating Class Member shall be bound by all terms of the Settlement and any Final Judgment entered in this Action if the Settlement is finally approved by the Court and shall be mailed an Individual Settlement Share, regardless of whether the Participating Class Member has objected to the Settlement. Any Class Member who returns a valid and timely request for exclusion will not participate in or be bound by the terms of the class portion of the Settlement or any Final Judgment entered if the Settlement is finally approved by the Court and thereby will not have any right to object to, appeal or comment thereon. Class Members who return valid and timely requests for exclusion will not be entitled to any payment from the Net Settlement Amount.

d. **Confirmation of Authenticity.** If there is a question about the authenticity of a signed request for exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity.

7. **Report.** No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Notice Packets mailed to Class Members, the number of Notice Packets returned as undeliverable, the number of Notice Packets re-mailed to Class Members, the number of re-mailed Notice Packets returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who returned valid and timely requests for exclusion, and the number of Class Members who returned invalid requests for exclusion.

8. **Eligible Aggrieved Employees May Not Opt Out of PAGA Settlement.** Notwithstanding the foregoing, the Parties agree that there is no statutory or other right for any Eligible Aggrieved Employee to opt out or otherwise exclude himself or herself from the PAGA portion of the Settlement, which releases the PAGA Released Claims as provided in Sections I(EE) and III(L) of this Agreement. Therefore, if the Court approves the Settlement, the Eligible Aggrieved Employees will be bound by the PAGA portion of the Settlement and will still be entitled to their Individual PAGA Payments, regardless of whether they submitted valid and timely requests for exclusion.

9. **No Solicitation of Objections or Exclusion Forms.** Neither the Parties nor their respective counsel will solicit or otherwise encourage, directly or indirectly, any Class

Member to object to the Settlement, request exclusion from the Settlement, or appeal the Final Approval Order or Judgment.

10. Motion for Final Approval.

a. At the earliest practicable time following the expiration of the Response Deadline, Class Counsel will file motions and memoranda in support thereof for Final Approval of the Settlement and the following payments in accord with the terms of the Settlement: the (1) Attorney Fee Award; (2) Cost Award; (3) Administration Costs; (4) Class Representative Enhancement Payment; and (5) PAGA Payment. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment), pursuant to which all Participating Class Members shall release all Released Claims and all Eligible Aggrieved Employees shall release the PAGA Released Claims. Class Counsel's motion for Final Approval of the Settlement, including Final Approval of the (1) Attorney Fee Award, (2) Cost Award, (3) Administration Costs, (4) Class Representative Enhancement Payment, and (5) PAGA Payment, shall be filed at least sixteen (16) Court days before the Final Approval Hearing.

b. **Declaration by Settlement Administrator.** The Settlement Administrator shall submit a declaration in support of Plaintiff's Motion for Final Approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of valid and timely requests for exclusion received, the number of valid and timely written objections received, the average amount of the Individual Settlement Share and Individual PAGA Payment, the Administration Costs, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

c. Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters, and (3) addressing such post-Judgment matters as may be appropriate under Court rules and applicable law. The Final Approval Order and Judgment will be posted on the Settlement Administrator's website.

11. Disbursement of Settlement Shares and Payments. Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Court's Final Approval Order and Judgment. The maximum amount Defendant can be required to pay under this Settlement for any purpose, other than Defendant's share of payroll taxes, is the

Gross Settlement Amount. The Settlement Administrator shall keep Defense Counsel and Class Counsel apprised of all distributions from the Gross Settlement Amount. The Settlement Administrator shall respond to questions from Defense Counsel and Class Counsel. No person shall have any claim against Defendant, Defense Counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

12. **Funding the Settlement.** No later than thirty (30) calendar days after the Effective Final Settlement Date and upon satisfaction of the preconditions described in this Settlement Agreement, Defendant shall deposit the Gross Settlement Amount of Four Hundred and Ten Thousand Dollars and Zero Cents ($410,000.00), along with Defendant's portion of employer-side payroll taxes, into the QSF (as defined below).

13. **Disbursement.** Within fourteen (14) calendar days after Defendant fund the entire Gross Settlement Amount, along with Defendant's portion of employer-side payroll taxes, the Settlement Administrator shall calculate and pay all payments due under the Settlement Agreement, including all Individual Settlement Shares and Individual PAGA Payments, the Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payment, the payment to the LWDA, and the Administration Costs. The Settlement Administrator will forward a check for 75% of the PAGA Payment ($18,750.00) to the LWDA for settlement of the PAGA claim.

14. **QSF.** The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under section 468B of the Code and Treasury Regulations section 1.4168B-1, 26 C.F.R. section 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and the Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. section 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

15. **Uncashed Checks.** Participating Class Members and Eligible Aggrieved Employees must cash or deposit their Individual Settlement Share and Individual PAGA Payment checks within one hundred eighty (180) calendar days after the checks are mailed to them. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) calendar days, it will expire and become non-negotiable, and offering to replace the check if it was lost or misplaced. If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are initially mailed, cancel the check(s) and pay the amount of the Individual Settlement Share(s) or Individual PAGA Payment(s) (as applicable), plus any accrued interest, to the California State Controller's Office in the name of the Participating Class Member(s) or Eligible Aggrieved Employee(s), in accordance with California Unclaimed Property Law so that the Participating Class Member(s) or Eligible Aggrieved Employee(s) will have their Individual Settlement Share(s) or Individual PAGA Payment(s) available to them

per the applicable claim procedure to request that money from the State of California. Defendant will not be required to pay any interest on said amounts.

16. **Final Report by Settlement Administrator.** Within ten (10) calendar days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds.

K. **Release of Claims by All Participating Class Members.** Upon Defendant's fulfillment of its payment obligations under Section III(J)(12) of this Agreement, Plaintiff and all Participating Class Members shall release the Released Parties from the Released Claims, as defined in Section I(JJ) above, occurring during the Class Period. Plaintiff and the Participating Class Members agree not to sue or otherwise make any claim against any of the Released Parties for any of the Released Claims.

L. **Release of PAGA Claims by All Eligible Aggrieved Employees.** Upon Defendant's fulfillment of its payment obligations under Section III(J)(12) of this Agreement, the LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, any and all Eligible Aggrieved Employees, including Plaintiff, shall release the Released Parties from the PAGA Released Claims, as defined in Section I(EE) above, occurring during the PAGA Period. Plaintiff and the Eligible Aggrieved Employees agree not to sue or otherwise make any claim against any of the Released Parties for any of the PAGA Released Claims. The release of the PAGA Released Claims is effective, regardless of whether the Eligible Aggrieved Employee submits a timely and valid request for exclusion.

M. **Plaintiff's General Release of Claims.** Upon Defendant's fulfillment of its payment obligations under Section III(J)(12) of this Agreement, and in exchange for the Class Representative Enhancement Payment to Plaintiff, in amounts not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00) to Plaintiff, in recognition of his work and efforts in obtaining the benefits for the Class and undertaking the risk of paying litigation costs in the event this matter had not successfully resolved, Plaintiff hereby provides a general release of claims for himself and any spouse, heirs, successors and assigns, and forever releases, remises, and discharges the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, arising from the beginning of time through December 17, 2021, known or unknown, suspected or unsuspected, asserted or that might have been asserted, whether in tort, contract, equity, or otherwise, arising out of Plaintiff's employment with Defendant, payment of wages during that employment and the cessation of that employment, and/or violation of any federal, state or local statute, rule, ordinance or regulation. Plaintiff's general release of claims does not include claims that, as a matter of law, cannot be released. Plaintiff's general release of claims also includes a waiver of California Civil Code section 1542, which provides as follows:

> **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.

N. Miscellaneous Terms.

1. **No Admission of Liability.** Defendant makes no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendant reserves the right to contest any issues relating to class certification and liability if the Settlement is not approved. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in this Action, or that but for the Settlement, a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant of liability or wrongdoing. This Settlement and Plaintiff's and Defendant's willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Settlement).

2. **No Effect on Employee Benefits.** The amounts paid under this Agreement do not represent a modification of any previously credited hours of service under any employee benefit plan, policy or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant's policies or bonus programs. Any payments made under the terms of this Settlement shall not be applied retroactively, currently or on a going forward basis as salary, earnings, wages, or any other form of compensation for the purposes of Defendant's benefit plans, policies or bonus programs. Defendant retains the right to modify the language of its benefit plans, policies and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual or any other purpose, and that additional contributions or benefits are not required by this Settlement.

3. **No Solicitation of Individual Settlements.** Defendant and Defense Counsel agree that until and unless the Court does not grant Final Approval of the Settlement and/or the Settlement Agreement becomes null and void, Defendant and Defense Counsel will not attempt to procure any individual settlements from the Class Members. Should this clause be violated, Plaintiff reserves the right to terminate the Settlement Agreement. Plaintiff and Class Counsel agree that until and unless the Court does not grant Final Approval of the Settlement and/or the Settlement Agreement becomes null and void, Plaintiff and Class Counsel shall not attempt to procure from Class Members any requests for exclusion. Should this clause be violated, Defendant reserves the right to terminate the Settlement Agreement.

4. **Publicity.** Plaintiff and Class Counsel agree that they have not and will not publish the Settlement Agreement. In response to any inquiries, Plaintiff will state that "the case was resolved and it was resolved confidentially." Class Counsel shall not report the Settlement Agreement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the Class or the Settlement Agreement on their website, and shall not contact any reporters or media regarding the Settlement. Despite this provision, Class Counsel can discuss the Settlement with Plaintiff and the Class Members and in any filings with the Court.

5. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits. Except as expressly provided herein, this Agreement has not been executed in reliance upon any 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.

6. **Authorization to Enter Into Settlement Agreement.** Class Counsel and Defense Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.

7. **Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

8. **Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.

9. **Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument, signed by counsel for all Parties or their successors-in-interest and subject to Court approval.

10. **Waiver of Certain Appeals.** The Parties agree to stipulate to class certification for purposes of implementing this Settlement only and agree to waive all appeals from the Court's final approval of the Settlement, unless the Court modifies the Settlement.

11. **Notice of Settlement to LWDA.** Plaintiff hereby represents that at the same time he files the Motion for Preliminary Approval, Plaintiff will provide notice of this Agreement and proposed settlement to the LWDA as required by Labor Code section 2699(l)(2).

12. **Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.

13. **No Prior Assignment.** Plaintiff hereby represents, covenants, and warrants that he has not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.

14. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

15. **Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arm's-length negotiations, taking into account all relevant factors, current and potential. The Parties further agree that this Settlement Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or her or its counsel participated in the drafting of this Settlement Agreement.

16. **No Unalleged Claims.** Plaintiff and Class Counsel acknowledge, represent, and warrant that (1) they are not currently aware of any unalleged claims that could be brought against Defendant or on behalf of Defendant's employees not covered by the Class definition; (2) they do not have any current intention of initiating any litigation or bringing claims against Defendant; and (3) other than the Class Members and Eligible Aggrieved Employees, they do not currently know of or represent any individuals that have expressed any interest in litigation against Defendant or that Class Counsel believe to have potential claims against Defendant. Nothing in this paragraph will be construed as a restraint on the right of any counsel to practice.

17. **No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Class Members will assume any such tax obligations or consequences that may arise from this Agreement, and that Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Class Member, such Class Member assumes all responsibility for the payment of such taxes.

18. **Jurisdiction of the Superior Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Superior Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.

19. **Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

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

21. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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IN WITNESS WHEREOF, Plaintiff and Defendant and their respective undersigned counsel have executed this Agreement as of the date(s) indicated on the lines below.

Dated: 27/05/2025

PLAINTIFF PEDRO ZERMENO

By: ______________________
Pedro Torres (May 27, 2025 13:40 PDT)

PEDRO ZERMENO

Dated: 03-Jun-2025

DEFENDANT TESSENDERLO KERLEY, INC.

DocuSigned by:
By: ______________________
Lisa Nguyen
0A7A0BAA1400E482...

ON BEHALF OF DEFENDANT
TESSENDERLO KERLEY, INC.

APPROVED AS TO FORM AND CONTENT:

Dated: June 2, 2025

WILSHIRE LAW FIRM

By: ______________________

Benjamin H. Haber
Daniel J. Kramer
Chase M. Stern
Counsel for Plaintiff and Class Counsel

Dated: 03-Jun-2025

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

By: ______________________

Mitchell Wrosch
Andrew B. Levin
Counsel for Defendant
Tessenderlo Kerley, Inc.

EXHIBIT A

EXHIBIT A

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

ZERMENO et al., v. TESSENDERLO KERLEY, INC.
(Kings County Superior Court Case No. 22C-0027)

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against Tessenderlo Kerley, Inc. ("Tessenderlo Kerley") for alleged wage and hour violations. The Action was filed by a former employee, who was later joined by Plaintiff Pedro Torres Zermeno ("Plaintiff"), and seeks payment of (1) back wages for a class of hourly employees ("Class Members") who worked for Tessenderlo Kerley during the Class Period (August 3, 2017 to [date]); and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly employees who worked for Tessenderlo Kerley during the PAGA Period (April 21, 2021 to [date]) ("Aggrieved Employees").

Tessenderlo Kerley strongly denies all of the allegations contained in Action.

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

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

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

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

Members and Aggrieved Employees to give up their rights to assert certain claims against Tessenderlo Kerley.

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

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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

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

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Tessenderlo Kerley employee. The Action accuses Tessenderlo Kerley of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Benjamin H. Haber, Daniel J. Kramer, and Chase M. Stern of Wilshire Law Firm, PLC ("Class Counsel.")

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

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

So far, the Court has made no determination whether Tessenderlo Kerley or Plaintiff is correct on the merits. In the meantime, Plaintiff and Tessenderlo Kerley hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the

Agreement, Plaintiff and Tessenderlo Kerley have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Tessenderlo Kerley does not admit any violations or concede the merit of any claims.

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

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

1. Tessenderlo Kerley Will Pay $410,000 as the Gross Settlement Amount (Gross Settlement). Tessenderlo Kerley has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Tessenderlo Kerley will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

    A. Up to $136,666.67 (33 1.3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

    B. Up to $10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

    C. Up to $10,000 to the Administrator for services administering the Settlement.

    D. Up to $25,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Tessenderlo Kerley are asking the Court to approve an allocation of 20%of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion.). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Tessenderlo Kerley will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [date], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [date] Response Deadline. The Request for Exclusion form is included in this Notice Packet. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Tessenderlo Kerley.

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

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

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

9. <u>Participating Class Members' Release.</u> After the Judgment is final and Tessenderlo Kerley has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Tessenderlo Kerley or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

> All claims based on the factual or legal theories that were alleged in the Complaints and/or Plaintiff s letters to the LWDA, or that reasonably could have been alleged based on the facts, legal theories, Labor Code sections, and primary rights at issue in the Complaints and/or Plaintiff s letters to the LWDA, including the: failure to pay minimum and straight time wages; failure to pay overtime; failure to provide meal periods and provide meal period premium payments; failure to provide rest periods and provide rest period premium payments; failure to timely pay wages upon termination; failure to provide and maintain compliant wage statements; failure to reimburse necessary business expenses; violations of the unfair competition law; and any other claims or penalties under the wage and hour laws pleaded in the Action. The Released Claims include all claims for compensatory, consequential, incidental, liquidated, punitive, and exemplary damages; restitution; interest; costs and fees; injunctive or equitable relief; and any other remedies available at law or equity for the time period from August 3, 2017 through Preliminary Approval. The period of the Released Claims shall extend to the limits of the Class Period.

10. <u>Aggrieved Employees' PAGA Release</u>. After the Court's judgment is final, and Tessenderlo Kerley has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Tessenderlo Kerley, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who

opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Tessenderlo Kerley or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

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

> All claims for civil penalties pursuant to PAGA based on the factual or legal theories that were alleged in the Second Amended Complaint and Plaintiff's letter to the LWDA, or that reasonably could have been alleged based on the facts, legal theories, Labor Code sections, and primary rights at issue in the Second Amended Complaint and Plaintiff's letter to the LWDA, including the: failure to pay minimum and straight time wages; failure to pay overtime; failure to provide meal periods and provide meal period premium payments; failure to provide rest periods and provide rest period premium payments; failure to timely pay wages upon termination; failure to provide and maintain compliant wage statements; failure to reimburse necessary business expenses; violations of the unfair competition law; and any other claims or penalties under the wage and hour laws pleaded in the Action. The period of the PAGA Released Claims shall extend to the limits of the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $6,250 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

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

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Tessenderlo Kerley's calculation of Workweeks and/or Pay Periods based on Tessenderlo Kerley's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from

Class Counsel (who will advocate on behalf of Participating Class Members) and Tessenderlo Kerley's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed Request for Exclusion form, which is included in this Notice Packet. You should fully complete the Request for Exclusion form, which includes your name, present address, telephone number, and last four digits of your SSN. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request and make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [date], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Tessenderlo Kerley are asking the Court to approve. At least 16 court days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request for a Service Award, a request for attorneys' fees and litigation expenses. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website **[**URL of website**]** or the Court's website [URL of website**].**

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for the Administrator**

to receive written objections is [date]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action and include your name, current address, telephone number, and approximate dates of employment for Tessenderlo Kerley and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [date] at [time] in Department 2 of the Kings County Superior Court, located at 1640 Kings County Drive, Hanford, CA 93230. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or remotely. Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Tessenderlo Kerley and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Phoenix's website at [URL of website]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (https://www.kings.courts.ca.gov/) and entering the Case Number for the Action, Case No. 22C-0027.

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

Class Counsel:
Benjamin H. Haber
Daniel J. Kramer
Chase M. Stern
WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
benjamin@wilshirelawfirm.com

Settlement Administrator:
[Name of Company]
[Email Address]
[Mailing Address]
[Telephone]
[Fax Number]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund website for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT B

EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KINGS

VAUGHN HENRY, individually, on behalf of all others similarly situated; PEDRO TORRES ZERMENO, individually, and on behalf of all other similarly situated, *Plaintiffs*, v. TESSENDERLO KERLEY, INC., a Delaware corporation; and DOES 1 through 10, inclusive, *Defendants*.	CASE NO.: 22C-0027 **REQUEST TO BE EXCLUDED FROM SETTLEMENT**[1] Assigned for all purposes: Hon. Robert Shane Burns

ONLY COMPLETE THIS FORM IF YOU *DO NOT* WANT TO RECEIVE MONEY FROM THE SETTLEMENT

Name: ____

Address: ____

____

Telephone: ____

Last 4 Digits of SSN: _________

I wish to be excluded from the Settlement of this case, Case No. 22C-0027, currently pending in the Superior Court of the State of California, County of Kings. I understand by signing below I will not receive any payment from this Settlement and will not be releasing any claims at issue in this action.

Dated: _________________ ____________________________________
(signature)

If you wish to be excluded from the Settlement, please complete and sign this Request for Exclusion form and mail it [insert administration information] no later than [DATE set by Court].

[1] **DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A SETTLEMENT PAYMENT.**

Exhibit 2

Rebecca Padilla

From:	DIR PAGA Unit <no-reply@formassembly.com>
Sent:	Tuesday, June 3, 2025 6:13 PM
To:	Christina Hicklin
Subject:	Thank you for your Proposed Settlement Submission

06/03/2025 06:12:17 PM

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

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:
https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cchristina.hicklin%40wilshirelawfirm.com%7C6345405da0fd4a03ad6e08dda304e19b%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C638845963585323775%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=6enzvUhOOp18MpzL2s9mYvHwrjt01qwRbmkd0MnGEJM%3D&reserved=0

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

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

Private Attorneys General Act (PAGA) - Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : * 865309-22

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXXX-XX".
Search for PAGA Case number

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

Your Information (Person Who is Filing)

Your First Name * Benjamin

Your Last Name * Haber

Your Email Address * christina.hicklin@wilshirelaw

Your Street Name, Number and Suite/Apt * 3055 Wilshire Blvd., 12th Fl.

Your Mobile Phone Number

Your City * Los Angeles

Your Work Phone Number 213-725-9069

Your State * California

Your Zip/Postal Code * 90010

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

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

Private Attorneys General Act (PAGA) - Filing

Proposed Settlement of PAGA case

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

Your Information (Person Who is Filing)

Your First Name *: Benjamin

Your Last Name *: Haber

Your Email Address *: christina.hicklin@wilshirelav

Your Street Name, Number and Suite/Apt *: 3055 Wilshire Blvd., 12th Fl.

Your Mobile Phone Number:

Your City *: Los Angeles

Your Work Phone Number: 213-725-9069

Your State *: California

Your Zip/Postal Code *: 90010

Court and Hearing Information

Court *
Kings County Superior Cour

Court Case Number *
22C-0027

Hearing Date (if any)
06/26/2025

Hearing Time
8:15 a.m.

Hearing Location
1640 Kings County Drive, H

Number of aggrieved employees *
74

Gross settlement amount *
410,000.00

Gross penalty amount *
25,000.00

Penalties to LWDA *
18,750.00

Date of proposed settlement *
06/03/2025

Other PAGA Notices

Search for PAGA Case number

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

- (●) There are no other PAGA claims which may be affected by this proposed settlement.
- ( ) The proposed settlement may affect other PAGA claims.

- [ ] A Notice of Related Cases has been filed in all related actions.
- [ ] Plaintiff has provided copies of proposed settlement and moving papers to plaintiffs with claims that are affected by this proposed settlement agreement.
- [x] Plaintiff has submitted to LWDA the court complaint(s) on which this settlement is based.

Exhibit 3

Wilshire Law Firm, PLC

Transaction Detail by Account

All Transactions

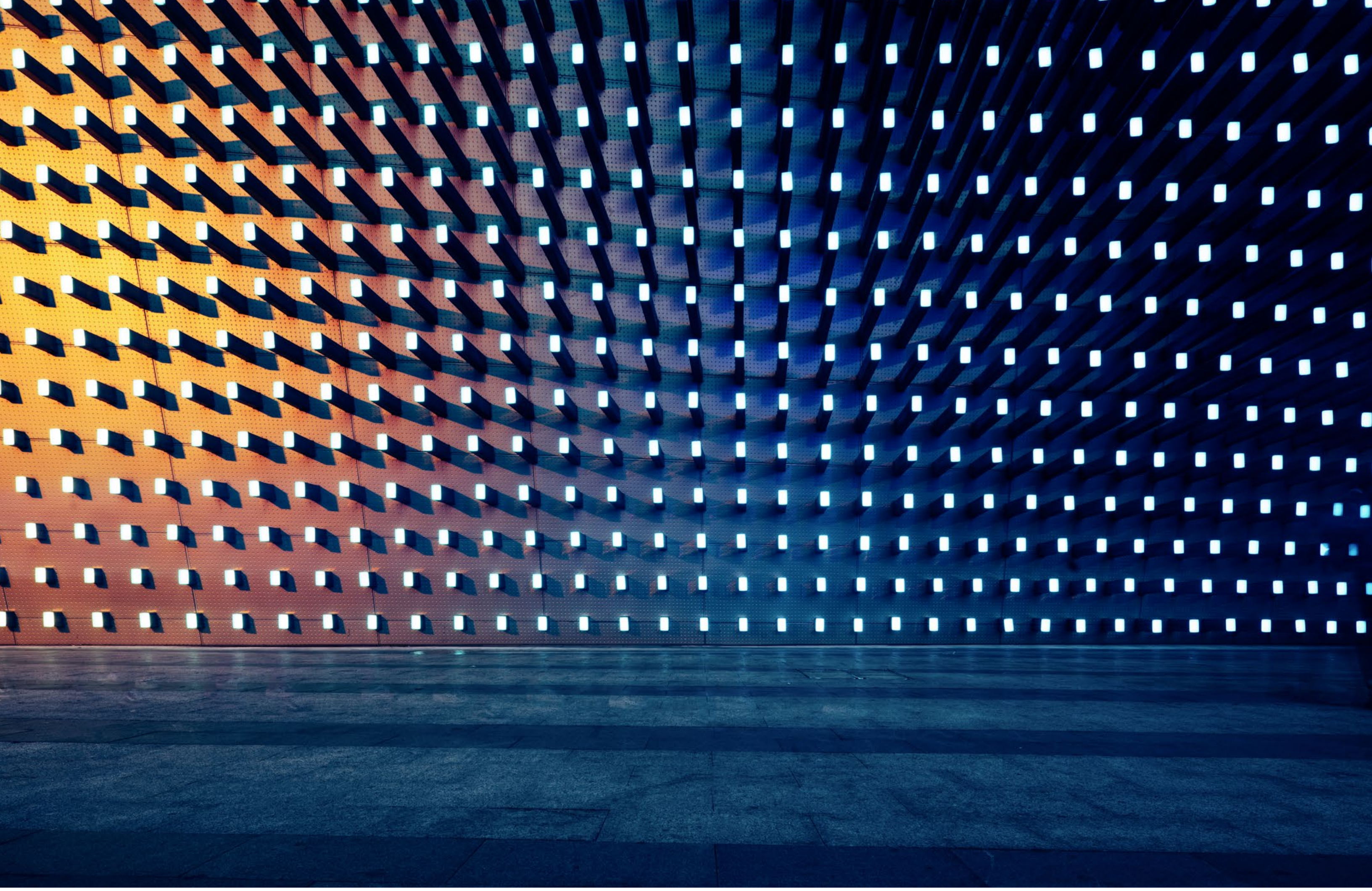
10/27/2025

Accrual Basis

Type	Date	Num	Memo	Amount	Balance
COS					
Mediation Fees	5/23/2022	24323	Mediation Fees	$10,000.00	$10,000.00
Total MEDIATION FEES				$10,000.00	$10,000.00
Expert Fees					
	2/10/2023	7939	Expert Fees	$2,850.00	$2,850.00
Total EXPERT FEES				$2,850.00	$2,850.00
Legal Expenses					
	9/13/2023	7072D9F3-0005-B	Legal Research	$68.49	$68.49
	9/13/2023	7072D9F3-0005-C	Legal Research	$68.49	$136.98
	1/9/2022		PAGA Fee	$75.00	$211.98
	9/13/2022	7072D9F3-0005-D	Legal Research	$68.49	$280.47
	11/15/2023	7072D9F3-0006-A	Legal Research	$68.49	$348.96
	11/15/2023	7072D9F3-0006-B	Legal Research	$82.19	$431.15
	11/15/2023	7072D9F3-0006-C	Legal Research	$95.89	$527.04
	11/15/2023	7072D9F3-0006-D	Legal Research	$95.89	$622.93
	1/13/2022	845647063	Legal Research	$12.55	$635.48
	6/4/2025	852027928	Legal Research	$29.59	$665.07
Total LEGAL EXPENSES				$665.07	$665.07
Process Service Fees					
	02/02/2022	44412	Attorney Services	$1,663.50	$1,663.50
	02/16/2022	44934	Filing Fees -Valpro Attorney Services, LLC	$130.00	$1,793.50
	02/17/2022	44957	Attorney Services	$45.00	$1,838.50
	04/22/2022	46984	Attorney Services	$563.50	$2,402.00
	04/25/2022	47021	Attorney Services	$135.00	$2,537.00
	05/16/2022	18217667	Attorney Services	$17.63	$2,554.63
	05/16/2022	18217710	Attorney Services	$172.18	$2,726.81
	05/17/2022	18219076	Attorney Services	$17.63	$2,744.44
	05/25/2022	5/25/2022	Appearance Fees - Court Call	$94.00	
	06/10/2022	18356148	Attorney Services	$37.32	$2,875.76
	06/23/2022	18434938	Attorney Services	$17.63	$2,893.39
	06/30/2022	18468066	Attorney Services	$17.63	$2,911.02
	07/01/2022	18474803	Attorney Services	$17.63	$2,928.65
	02/16/2023	19829860	Attorney Services	$18.09	$2,946.74
	02/24/2023	2/24/2023	Appearance Fees - Court Call	$72.00	$3,018.74
	04/25/2023	20283151	Attorney Services	$16.37	$3,035.11
	05/03/2023	45049	Appearance Fees - Court Call	$72.00	$3,107.11
	08/28/2023	21093098	Attorney Services	$16.37	$3,123.48
	09/08/2023	45177	Appearance Fees - Court Call	$72.00	$3,195.48
	11/27/2023	21706060	Attorney Services	$16.37	$3,211.85
	12/06/2023	45266	Appearance Fees - Court Call	$72.00	$3,283.85
	02/01/2024	22145633	Attorney Services	$17.40	$3,301.25
	02/07/2024	45329	Appearance Fees - Court Call	$72.00	$3,373.25
	03/06/2024	22383060	Attorney Services	$37.99	$3,411.24
	03/15/2024	22461668	Attorney Services	$17.40	$3,428.64
	05/01/2024	22803616	Attorney Services	$18.43	$3,447.07
	05/08/2024	45420	Appearance Fees - Court Call	$72.00	$3,519.07
	06/06/2024	22145633(2)	Attorney Services	$1.00	$3,520.07
	06/06/2024	22383060(2)	Attorney Services	$1.00	$3,521.07
	06/06/2024	22461668(2)	Attorney Services	$1.00	$3,522.07
	08/09/2024	23483418	Attorney Services	$18.43	$3,540.50
	08/19/2024	45523	Appearance Fees - Court Call	$72.00	$3,612.50
	02/19/2025	24729723	Attorney Services	$21.11	$3,633.61
	02/20/2025	2202025	Appearance Fees - Court Call	$72.00	$3,705.61
	04/29/2025	25255847	Attorney Services	$42.80	$3,748.41
	05/07/2025	25321278	Attorney Services	$21.11	$3,769.52
	05/07/2025	25321413	Attorney Services	$42.80	$3,812.32
	06/04/2025	25527595	Attorney Services	$84.10	$3,896.42
	06/23/2025	25663389	Attorney Services	$21.11	$3,917.53
	07/22/2025	25890495	Attorney Services	$21.11	$3,938.64
Total PROCESS SERVICE FEES				$3,938.64	$3,938.64
Other Costs					
	2/14/2023	E-3006309	Printing Cost	5.00	5.00
	5/9/2022	E-2989611	Printing Cost	61.00	66.00
	5/16/2022	E-1468635	Printing Cost	11.50	77.50
	6/9/2022	E-1322491	Printing Cost	82.00	159.50
	1/29/2022	E-795851	Printing Cost	4.00	163.50
	2/2/2024	E-3177626	Postage Cost	2.88	166.38

	2/1/2022	E-799450	Postage Cost	6.33	172.71
	2/1/2022	E-799448	Postage Cost	6.33	179.04
	1/3/2022	E-761437	Postage Cost	6.13	185.17
	1/3/2022	E-761436	Postage Cost	6.13	191.30
	6/29/2022	E-2983095	Printing Cost	2.75	194.05
				194.05	1,560.15
TOTAL				**$17,647.76**	**$17,647.76**

Exhibit 4



ELM Solutions

2022 Real Rate Report®

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

Wolters Kluwer

wolterskluwer.com

Table of Contents - 2022 Real Rate Report

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 factors[1] that drive rates[2]:

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.

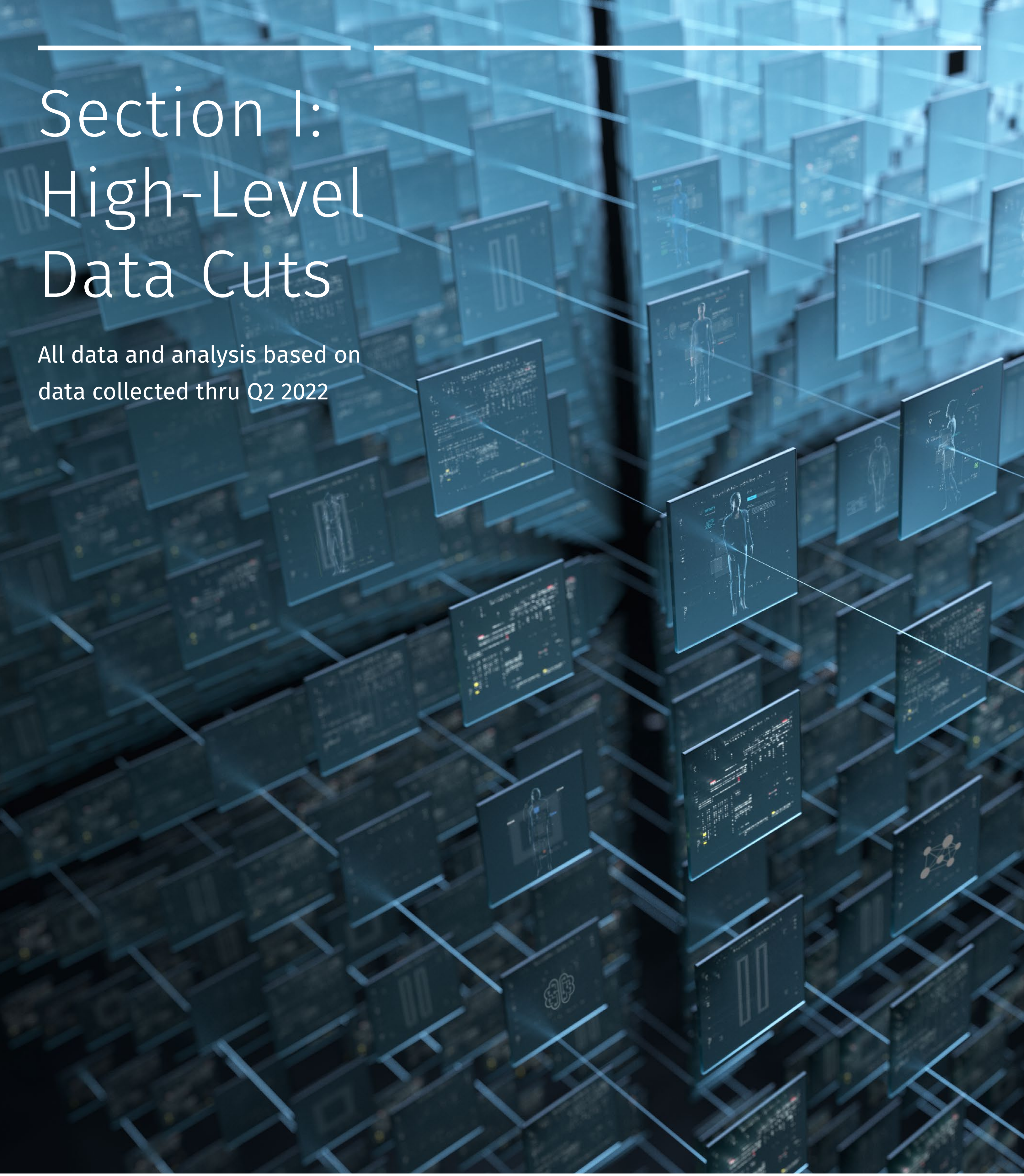
Overhead - The costs associated with the firm's support network (paralegals, clerks, and assistants), document preparation, consultants, research, and other expenses.

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

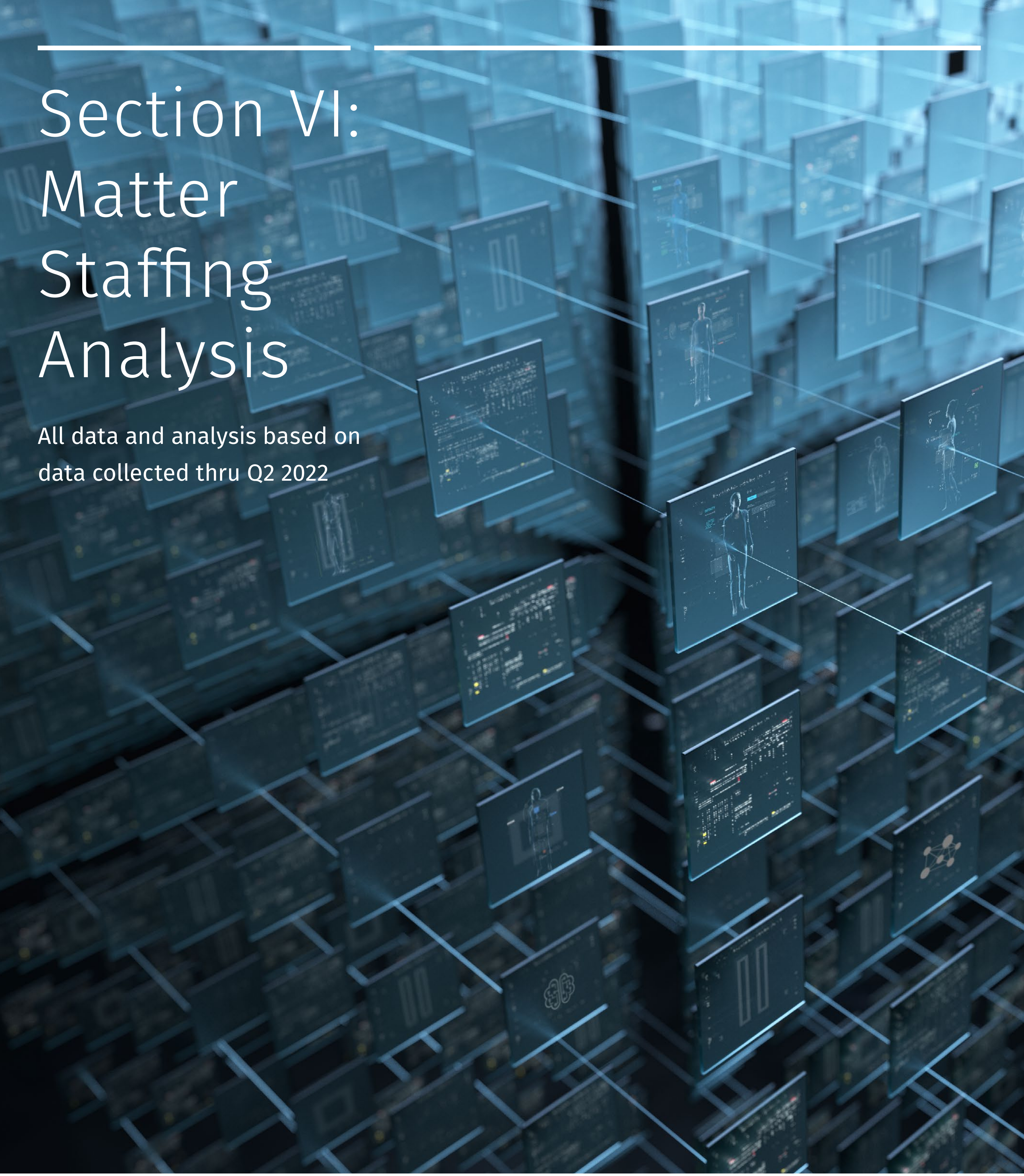
By Years of Experience

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

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



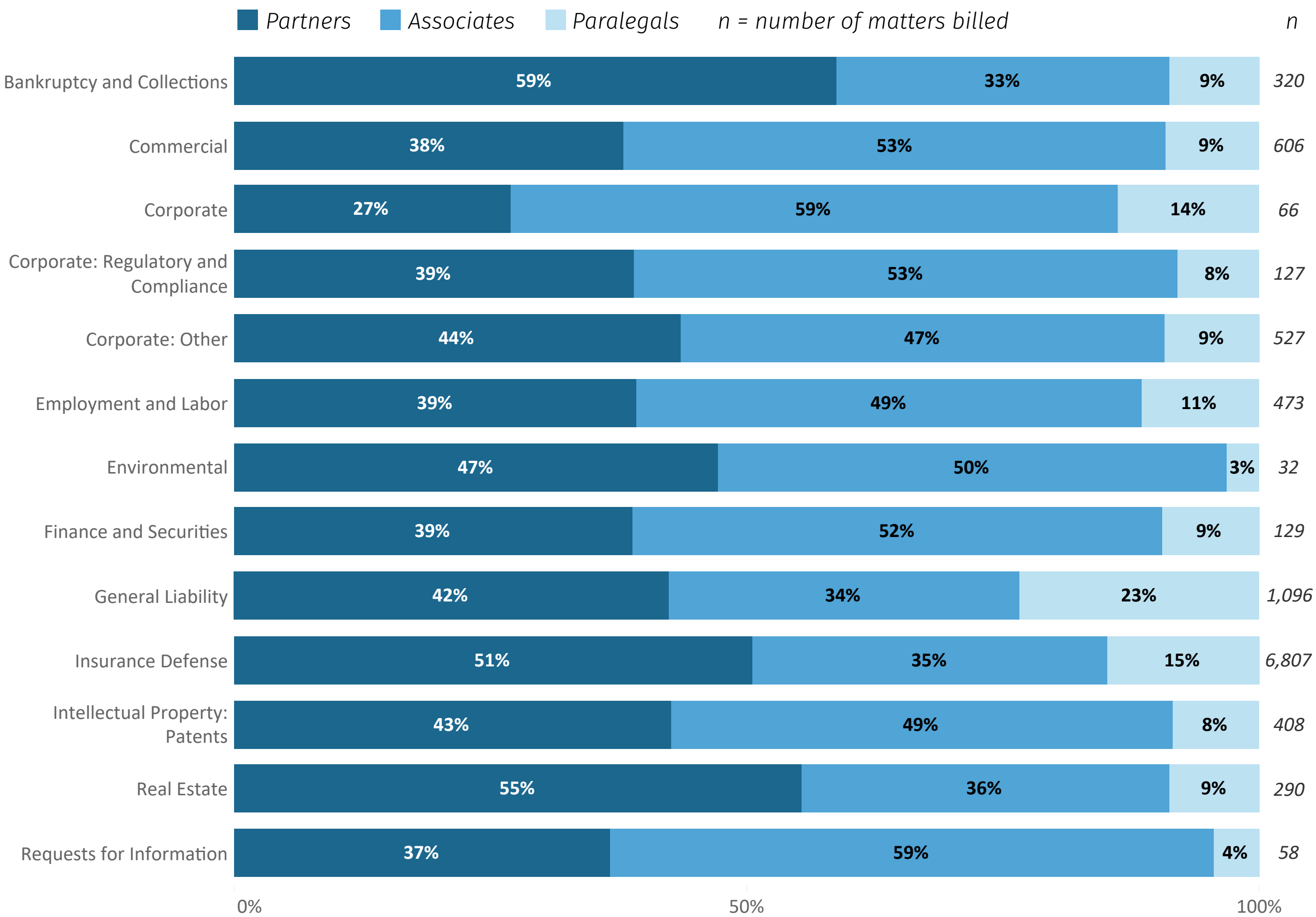
Section VI: Matter Staffing Analysis

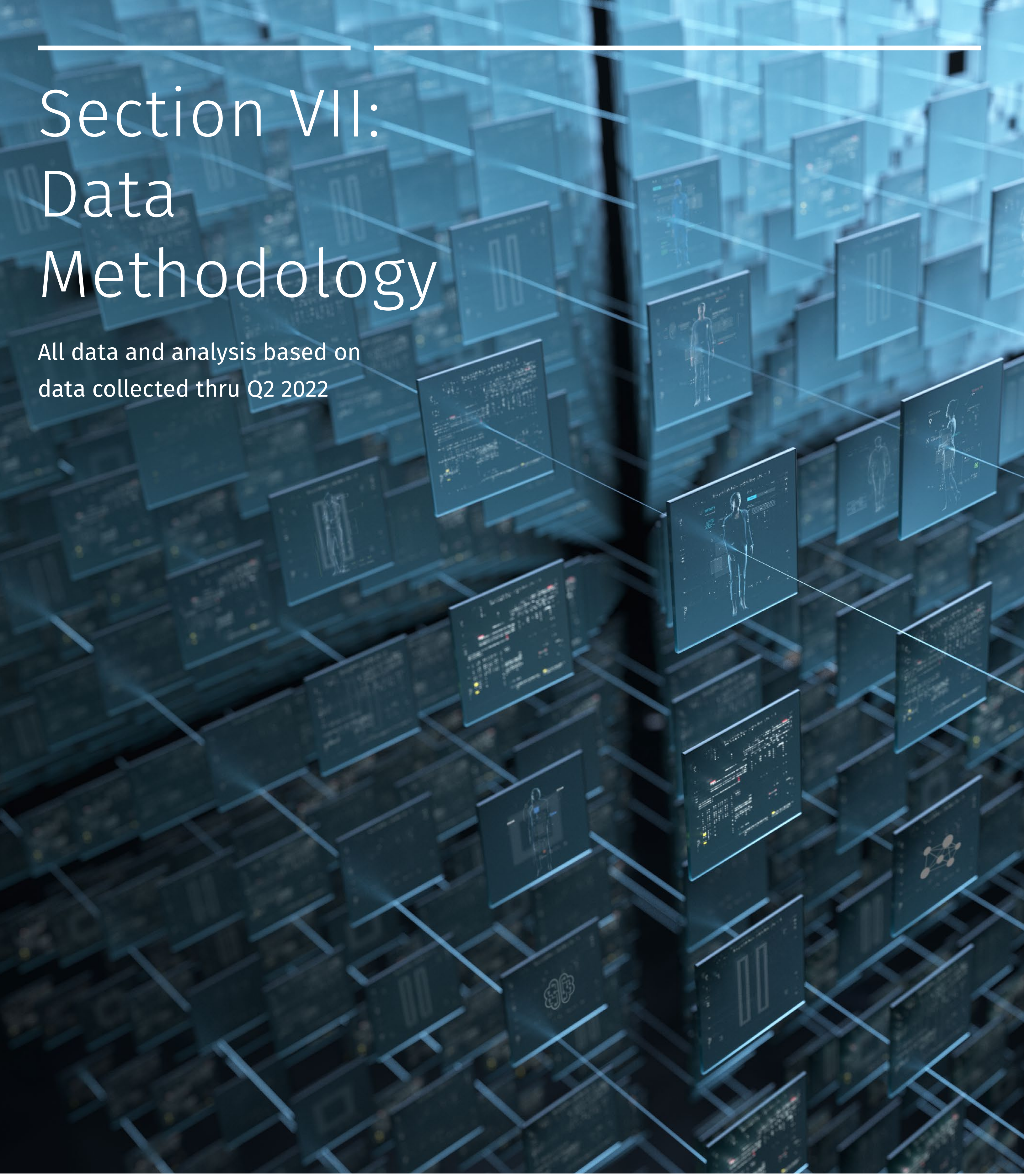
All data and analysis based on data collected thru Q2 2022

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

Corporate[1]

Antitrust and Competition
Corporate Development
General/Other
Governance
Information and Technology
Mergers, Acquisitions, and Divestitures
Partnerships and Joint Ventures
Regulatory and Compliance
Tax
Treasury
White Collar/Fraud/Abuse

Employment and Labor

ADA
Agreements
Compensation and Benefits
Discrimination, Retaliation, and Harassment/EEO
Employee Dishonesty/Misconduct
ERISA
General/Other
Immigration
Union Relations and Negotiations/NLRB
Wages, Tips, and Overtime
Wrongful Termination

Environmental

General/Other
Health and Safety
Superfund
Waste/Remediation

Finance and Securities

Commercial Loans and Financing
Debt/Equity Offerings
Fiduciary Services
General/Other
Investments and Other Financial Instruments
Loans and Financing
SEC Filings and Financial Reporting
Securities and Banking Regulations

General Liability

Asbestos/Mesothelioma
Auto and Transportation
Consumer Related Claims
Crime, Dishonesty and Fraud
General/Other
Personal Injury/Wrongful Death
Premises
Product and Product Liability
Property Damage
Toxic Tort

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

Exhibit 5

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.

00:00:00

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

Related Articles

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Law Firms

Simpson Thacher
Hogan Lovells
Jones Day
Skadden
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Topics

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PROOF OF SERVICE

Henry, et al. v. Tessenderlo Kerley, Inc.
22C-0027

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa Street, Sky Lobby, Los Angeles, California 90017. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On October 27, 2025, I served the foregoing **DECLARATION OF BENJAMIN H. HABER IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT,** on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Mitchell A. Wrosch, CA Bar No. 262230
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Attorneys for Defendant

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

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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

Executed on October 27, 2025, at Los Angeles, California.

Rebecca Padilla

WILSHIRE LAW FIRM, PLC
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Los Angeles, CA 90017