

Justin F. Marquez (SBN 262417)
justin@wilshirelawfirm.com
Christina M. Le (SBN 237697)
cle@wilshirelawfirm.com
Arsiné Grigoryan (SBN 319517)
agrigoryan@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

ARTHUR JUAREZ, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

CONSOLIDATED HOSPITALITY SUPPLIES,
LLC, a Delaware corporation, and DOES 1
through 10, inclusive,

Defendants.

Case No.: CIVSB2204353
[Consolidated with CIVBS2210350]

CLASS ACTION

[Assigned for all purposes to Hon. Jessica
Morgan, Dept. S-26]

**DECLARATION OF JUSTIN F.
MARQUEZ IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

[Filed concurrently with: Plaintiff's Notice of
Motion and Motion for Preliminary Approval
of Class Action and PAGA Settlement;
Memorandum of Points and Authorities; the
Declarations of Justin F. Marquez and Arthur
Juarez; and [Proposed] Order]

PRELIMINARY APPROVAL HEARING

Date: December 11, 2023

Time: 8:30 a.m.

Dept: S-26

Complaint filed: February 25, 2022

FAC: August 25, 2022

Trial date: Not set

I, Justin F. Marquez, declare as follows:

CASE BACKGROUND

3. Plaintiff alleges that Defendants' payroll, timekeeping, and wage and hour practices resulted in Labor Code violations. Plaintiff alleges that Defendants failed to pay for all hours worked, including but not limited to off-the-clock work. Plaintiff further alleges that Defendants failed to provide employees with legally compliant meal and rest periods, and Defendants failed to reimburse for necessary business-related expenses. Based on these allegations, Plaintiff asserts related claims for failure to provide accurate wage statements, failure to pay all final wages at

¹ On November 14, 2023, the Parties filed a joint stipulation to allow Plaintiff to file a Second Amended Complaint to add Defendants Axis Global Solutions, Inc. and American Tex-Chem Corporation and a Labor Code § 203 claim pursuant to the Settlement. The Parties expect that the Second Amended Complaint will be the operative pleading by the time this Motion is heard.

1 termination, unfair business practices, and civil penalties under PAGA.

2 4. On February 25, 2022, Plaintiff filed a putative wage-and-hour class action
3 complaint (“Class Action”) against Defendants for: (1) failure to pay minimum and straight time
4 wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to
5 authorize and permit rest periods; (5) failure to provide accurate itemized wage statements; (6)
6 failure to reimburse business expenses; and (7) violation of California’s Unfair Competition Law,
7 California Business and Professions Code §§ 17200, et seq. On March 4, 2022, Plaintiff sent a
8 notice to Defendants and the California Labor & Workforce Development Agency (“LWDA”)
9 alleging wage-and-hour violations pursuant to PAGA, Cal. Lab. Code §§ 2699, et seq. On August
10 25, 2023, Plaintiff filed the First Amended Complaint, adding claims for civil penalties under
11 PAGA, and sick leave and regular rate of pay violations, pursuant to a stipulation submitted by the
12 Parties and granted by the Court. The operative complaint will be the Second Amended Complaint.
13 Pursuant to the Settlement Agreement, the Parties have filed a stipulation to amend the complaint,
14 thereby filing a Second Amended Complaint adding Defendants Axis Global Solutions, Inc., and
15 American Tex-Chem Corporation, and adding a claim under California Labor Code §203. The
16 Stipulation and proposed Second Amended Complaint was filed on November 14, 2023, and the
17 Parties anticipate the complaint will be filed by the time this Motion is heard.

18 DISCOVERY AND INVESTIGATION

19 5. Following the filing of the Complaint, the Parties exchanged documents and
20 information before mediating this action. Defendants produced a sample of time and pay records
21 for class members. Defendants also provided documents of its wage and hour policies and
22 practices during the class period and information regarding the total number of current and former
23 employees in its informal discovery responses.

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

utilized an expert to prepare a damages analysis prior to mediation.

SETTLEMENT NEGOTIATIONS

7. On April 11, 2023, the Parties participated in private mediation with experienced class action mediator, Steven J. Serratore, Esq. The mediation was conducted via Zoom. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. 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 position through trial and appeal if a settlement had not been reached.

8. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff's claims and Defendants' defenses, the Parties were able to reach a resolution, the material terms of which are encompassed within the Settlement Agreement. Attached as **Exhibit 1** is a true and correct copy of the Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement"), and the Notice of Class and PAGA Action Settlement ("Notice") agreed to by the Parties attached as **Exhibit 2**.

9. Class Counsel submitted the proposed Settlement to the LWDA at the time of the filing of the Motion for Preliminary Approval.

10. The Parties requested several bids from experienced class action settlement administrators to handle the responsibilities of the Settlement Administrator under this Settlement. The Parties accepted the bid of CPT Group, Inc. CPT has multiple years of experience in the field of Class Action Administration, particularly in the wage-and-hour arena. In its bid, CPT agreed to cap its costs at \$7,750.00 if there are 200 class members. CPT's bid also accounts for Notice in English and Spanish. A true and correct copy of the bid is attached hereto as **Exhibit 3**.

11. Plaintiff does not have any interest, financial or otherwise, in the proposed third-party administrator, CPT.

12. No one at Wilshire Law Firm, PLC (meaning the law firm itself and anyone employed at the law firm) has any interest, financial or otherwise, in the proposed third-party administrator, CPT.

13. Wilshire Law Firm, PLC has no fee-splitting agreement with any other counsel in

1 this case.

2 THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

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

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

17 Total Class Members: 160

18 Total Workweeks: 13,922

19 PAGA Eligible Employees: 96

20 PAGA Weekly Pay Periods: 2,755

21 Avg. Hourly Rate: \$21.73

22 16. Based on Plaintiff's discovery and investigation, Class Counsel reached the
23 conclusion that Defendants failed to pay class members for all hours worked, including overtime
24 wages, Defendants had a policy and practice of not providing its employees with California
25 compliant meal and rest periods which it did not pay appropriate premiums for, Defendants
26 required its employees to work "off-the-clock" prior to clocking in for the workday, during meal
27 periods, and after clocking out for the workday, failed to reimburse employees for necessary
28 business expenses, and failed to pay sick pay and overtime as the appropriate regular rate of pay,

1 and Defendants denied these claims.

2 17. Specifically, Plaintiff alleges that Defendants failed to pay for all hours worked,
3 including minimum wages, straight-time wages, and overtime wages. For purposes of calculating
4 Defendants' liability based on a best-case scenario for Plaintiff and the Class, I estimate that
5 Defendants' maximum potential exposure by assuming that all unpaid work time should have been
6 paid at the overtime rate, not minimum or straight time wages, even though my expert found that
7 only 64.8% of all shifts worked by class members were over 8 hours long, and I assumed that
8 Defendants is liable for 2 hours of unpaid work time per week. This results in an estimate of
9 \$830,725.74 (13,922 weeks * \$19.89 hourly average rate * 1.5 overtime rate * 2 hours of unpaid
10 work per week), but I discounted this figure by 80% to account for the difficulty of prevailing on
11 a motion for class certification and a trial on the merits, yielding a realistic damage estimate of
12 **\$166,146.15.²**

13 18. With respect to the meal period claim, Plaintiff alleges that Defendants required him
14 and similarly situated class members to either work in lieu of taking meal periods, or their meal
15 periods were untimely or interrupted. My expert analyzed Defendants' timekeeping records and
16 opined that approximately 68.4 % of all meal breaks had violations of short, missed, or no meal
17 periods. Potential liability for the meal period claim, which includes shifts 5-6 hours long, shifts
18 over six hours long, shifts over ten hours long, and shifts over 12 hours long, is \$947,027.34
19 (13,922 weeks * 68.4% * \$19.89 * reasonable estimated 5 shifts a week); however, I discounted
20 this figure by 80% to account for the difficulty of certifying and proving meal period claims, to
21 account for Defendants' contention that class members voluntarily chose to forego a meal period,
22 yielding a realistic damage estimate of **\$189,405.47.**

23 19. With respect to the rest period claim, Plaintiff alleges that Defendants required him
24 and similarly situated class members to work in lieu of taking rest periods, or their rest periods
25 _____

26 ² An 80% discount for risk at certification and trial is reasonable because the Judicial
27 Council of California found that only 21.4% of all class actions were certified either as part of a
28 settlement *or* as part of a contested certification motion. *See* Findings of the Study of California
Class Action Litigation, 2000-2006, available at [http:// www.courts.ca.gov/documents/class-
action-lit-study.pdf](http://www.courts.ca.gov/documents/class-action-lit-study.pdf).

1 were untimely or interrupted. Assuming a 75% violation rate for the class period based on
2 Plaintiff's and other class members' experience working for Defendants, Defendants' potential
3 liability for the rest period claim is \$1,011,144.00 (13,922 weeks * 75% * \$19.89 * reasonable
4 estimated 5 shifts a week); however, I discounted this figure by 90% to account for the difficulty
5 of certifying and proving rest period claims, particularly because rest periods do not have to be
6 recorded, and to account for the possibility of class members voluntarily choosing to forego a rest
7 period, yielding a realistic damage estimate of **\$101,114.40**.

8 20. With respect to the reimbursement claim, Plaintiff alleges that Defendants failed to
9 reimburse employees for necessary business expenses incurred by employees. Plaintiff estimates
10 that each employee incurred approximately \$50 each for uniform and work-related materials that
11 were not reimbursed, for a total of \$8,000.00 (\$50 * 160). However, I discounted this figure by
12 80% to account for the difficulty of certifying and proving the reimbursement claim, for a total of
13 **\$1,600.00** as a reasonable damage estimate.

14 21. With respect to the failure to pay sick pay and overtime at the appropriate rate of
15 pay, in my expert consultant's review of the records, the expert determined that there was
16 **\$62,017.00** in unpaid overtime based on Defendants' failure to calculate overtime at the
17 appropriate rate of pay, and underpayment of **\$2,623.00** in sick pay on the same basis.

18 22. In sum, I estimated that Plaintiff's maximum recovery for the off-the-clock claim,
19 meal period violations, rest period violations, the reimbursement issue, and the regular rate of pay
20 issues (overtime and sick pay) is \$2,861,537.08, but, after factoring in the risk and uncertainty of
21 prevailing at certification and trial, I estimate that Plaintiffs' realistic estimated recovery for the
22 non-penalty claims is **\$518,905.02**.

23 23. With respect to Plaintiff's derivative claims for statutory and civil penalties,
24 Plaintiff estimated that Defendants' realistic potential liability is **\$100,413.90**. Our consultant
25 found that Defendants' maximum potential liability for penalties as follows: \$457,939.00 (waiting
26 time penalties for 88 employees), \$270,700.00 (wage statement penalties for 96 employees), and
27 \$275,500.00 (PAGA penalties for 88 employees) for a total of \$1,004,139.00 in maximum potential
28 liability. However, considering Defendants' defenses, the contested nature of Plaintiff's claims,

1 and the discretionary nature of penalties, and considering that the underlying claims are
2 realistically estimated to be \$518,905.02, such a disproportionate award would also raise due
3 process concerns. Weighing these factors and applying a discount of 90% to account for the risk
4 and uncertainty of prevailing at trial, I arrived at \$100,413.90 for statutory and civil penalties.

5 24. Using these estimated figures, Plaintiff predicted that the realistic maximum
6 recovery for all claims, including penalties, would be **\$619,319.82**. This means that the \$410,000
7 settlement figure represents **66%** of the realistic maximum recovery ($\$410,000 / \$619,319.82 =$
8 66%). Considering the risk and uncertainty of prevailing at class certification and at trial, this is
9 an excellent result for the Class.³ Indeed, because of the proposed Settlement, class members will
10 receive timely, guaranteed relief, and will avoid the risk of an unfavorable judgment.

11 25. While Plaintiff is confident in the merits of their claims, a legitimate controversy
12 exists as to each cause of action. Plaintiff also recognizes that proving the amount of wages due
13 to each Class Member would be an expensive, time-consuming, and uncertain proposition.

14 26. This Settlement avoids the risks and the accompanying expense of further litigation.
15 Although the Parties had engaged in a significant amount of investigation, informal discovery and
16 class-wide data analysis, the Parties had not yet completed formal written discovery. Plaintiff
17 intended to depose corporate officers and managers of Defendants. Moreover, preparation for class
18 certification and a trial remained for the Parties as well as the prospect of appeals in the wake of a
19 disputed class certification ruling for Plaintiff and/or adverse summary judgment ruling. Had the
20 Court certified any claims, Defendants could move to decertify the claims. As a result, the Parties
21 would incur considerably more attorneys' fees and costs through trial.

22 27. The Net Settlement Amount available for Class Member settlement payments is
23
24

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

1 estimated to be \$191,500.00, for a class of 180 persons.⁴ As a result, each Settlement Class
2 Member is eligible to receive an average net benefit of approximately \$1,063.89.

3 28. The proposed Settlement of \$410,000, therefore, represents a substantial recovery
4 when compared to Plaintiff's reasonably forecasted recovery. When considering the risks of
5 litigation, the uncertainties involved in achieving class certification, the burdens of proof necessary
6 to establish liability, the probability of appeal of a favorable judgment, it is clear that the settlement
7 amount of \$410,000 is within the "ballpark" of reasonableness, and preliminary settlement
8 approval is appropriate.

9 ENHANCEMENT AWARD FOR PLAINTIFF IS REASONABLE

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

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

26
27 ⁴ The Net Settlement Amount is: \$410,000 minus \$143,500.00 for Class Counsel's
28 attorneys' fees, minus \$25,000 for Class Counsel's litigation expenses, minus \$20,000 in
administration costs, minus \$25,000 for the PAGA payment, and minus \$5,000 for the class
representative service award to Plaintiff.

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

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

12 33. In the final analysis, this class action would not have been possible without the aid
13 of Plaintiff, who put his own time and effort into this Litigation, sacrificed the value of his own
14 individual claims, and placed himself at risk for the sake of the class members. The requested
15 enhancement award for Plaintiff for his service as the class representative and for his general
16 release of all individual claims is a relatively small amount of money when the time and effort put
17 into the Litigation are considered and in comparison to enhancements granted in other class actions.
18 The requested incentive award is therefore reasonable to compensate Plaintiff for his active
19 participation in this lawsuit. Indeed, in *Karl Adams, III, et al. v. MarketStar Corporation, et al.*,
20 No. 2:14-cv-02509-TLN-DB, a wage and hour class action alleging that class members were
21 misclassified as exempt outside salespersons, I was co-lead Class Counsel and helped negotiate a
22 \$2.5 million class action settlement for 339 class members, and the court approved a \$25,000.00
23 class representative incentive award for each named Plaintiffs.

24 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

25 34. The Settlement provides for attorney's fees payable to Class Counsel in an amount
26 up to 35% of the Settlement Amount, for a maximum fees award of \$143,500.00, plus actual costs
27 and expenses not to exceed \$25,000.00. Our costs to date in this matter are \$21,758.14. The
28 proposed award of attorneys' fees to Class Counsel, in this case, can be justified under either

1 method – lodestar or percentage recovery. Class Counsel, however, intends to base the proposed
2 award of fees, costs, and expenses on the percentage method as many of the entries in the time
3 records will have to be redacted to preserve attorney-client and attorney work product privileges.

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

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

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

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

27 CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

28 39. Wilshire Law Firm, PLC was selected by Best Lawyers and U.S. News & World

1 Report as one of the nation’s Best Law Firms in 2023 and is comprised of over 60 attorneys and
2 over 500 employees. Wilshire Law Firm, PLC is actively and continuously practicing in
3 employment litigation, representing employees in both individual and class actions in both state
4 and federal courts throughout California.

5 40. Wilshire Law Firm, PLC is qualified to handle this Litigation because its attorneys
6 are experienced in litigating Labor Code violations in both individual, class action, and
7 representative action cases. Wilshire Law Firm, PLC has handled, and is currently handling,
8 numerous wage and hour class action lawsuits, as well as class actions involving consumer rights
9 and data privacy litigation.

10 41. I graduated from the University of California, Los Angeles’s College Honors
11 Program in 2004 with Bachelor of Arts degrees in History and Japanese, *magna cum laude* and *Phi*
12 *Beta Kappa*. As an undergraduate, I also received a scholarship to study abroad for one year at
13 Tokyo University in Tokyo, Japan. I received my Juris Doctor from Notre Dame Law School in
14 2008.

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

18 43. I have received numerous awards for my legal work. From 2017 to 2020, Super
19 Lawyers selected me as a “Southern California Rising Star,” and in 2022 and 2023, I was selected
20 as a “Southern California Super Lawyer.” I was selected as one of the “Best Lawyers in America”
21 in 2023 and 2024. In 2016 and 2017, the National Trial Lawyers selected me as a “Top 40 Under
22 40” attorney. I am also rated 10.0 (“Superb”) by Avvo.com.

23 44. I am on the California Employment Lawyers Association (“CELA”)’s Wage and
24 Hour Committee and Mentor Committee, and I was selected to speak at CELA’s 2019 Advanced
25 Wage & Hour Seminar on the topic of manageability of class actions. Since 2013, I have actively
26 mentored young attorneys through CELA’s mentorship program.

27 45. I am also a past member of the Consumer Attorneys of California (“CAOC”). In
28 2020, I was selected for a position on CAOC’s Board of Directors. I am also a past member of

1 CAOC's Diversity Committee, and I helped assist the CAOC in defeating bills that harm
2 employees. Indeed, I recently helped assist Jacqueline Serna, Esq., Legislative Counsel for CAOC,
3 in defeating AB 443, which proposed legislation that sought to limit the enforceability of California
4 Labor Code § 226.

5 46. As the attorney responsible for day-to-day management of this matter at the
6 Wilshire Law Firm, PLC, I have over thirteen years of experience with litigating wage and hour
7 class actions. Over the last thirteen years, I have managed and assisted with the litigation and
8 settlement of several wage and hour class actions. In those class actions, I performed similar tasks
9 as those performed in the course of prosecuting this action. My litigation experience includes:

- 10 a. I served as lead or co-lead in negotiating class action settlements worth over \$10
11 million in gross recovery to class members for each year since 2020, including over
12 \$37.5 million in 2022 and over \$70 million in 2023.
- 13 b. I was part of the team of attorneys that prevailed in *Moore v. Centrelake Medical*
14 *Group, Inc.* (2022) 83 Cal.App.5th 515, the first California appellate decision in a
15 data breach class action holding that consumer plaintiffs adequately alleged injury
16 in fact under the benefit of the bargain theory and monitoring-costs theory.
- 17 c. In 2022, Top Verdict recognized Wilshire Law Firm and myself for having one case
18 in the Top 20 Labor & Employment Settlements in 2021 (including number 19 for
19 the \$1.6 million settlement in *Moreno v. Pretium Packaging, L.L.C*) and four
20 additional cases in the Top 50 Labor & Employment Settlements in 2021 (numbers
21 27, 30, 33, and 37).
- 22 d. To my knowledge, I am the only attorney to appear on each of the following Top
23 Verdict lists for 2018 in California: Top 20 Civil Rights Violation Verdicts, Top 20
24 Labor & Employment Settlements, and Top 50 Class Action Settlements.
- 25 e. As lead counsel, on April 29, 2021, I prevailed against CVS Pharmacy, Inc. by
26 winning class certification on behalf of hundreds of thousands of consumers for
27 misleading advertising claims in *Joseph Mier v. CVS Pharmacy, Inc.*, U.S. Dist. Ct.
28 C.D. Cal. no. SA CV 20-1979-DOC-(ADSx).

- 1 f. As lead counsel, I prevailed against Bank of America by: winning class certification
2 on behalf of thousands of employees for California Labor Code violations; defeating
3 appellate review of the court’s order certifying the class; defeating summary
4 judgment; and defeating a motion to dismiss. (*Frausto v. Bank of America, N.A.*
5 (N.D. Cal. 2019) 334 F.R.D. 192, 2020 WL 1290302 (9th Cir. Feb. 27, 2020), 2019
6 WL 5626640 (N.D. Cal. Oct. 31, 2019), 2018 W.L. 3659251 (N.D. Cal. Aug. 2,
7 2018).). The decision certifying the class in *Frausto* is also discussed in Class
8 Certification Under Fed. R. Civ. P. 23 in Action by Information Technology or Call
9 Center Employees for Violation of State Law Wage and Hour Rules, 35 A.L.R. Fed.
10 3d Art. 8.
- 11 g. I was the primary author of the class certification and expert briefs in *ABM*
12 *Industries Overtime Cases* (2017) 19 Cal.App.5th 277, a wage and hour class action
13 for over 40,000 class members for off-the-clock, meal period, split shift, and
14 reimbursement claims. *ABM Industries Overtime Cases* is the first published
15 California appellate authority to hold that an employer’s “auto-deduct policy for
16 meal breaks in light of the recordkeeping requirements for California employers is
17 also an issue amenable to classwide resolution.” (*Id.* at p. 310.)⁵ Notably, the Court
18 of Appeal also held that expert analysis of timekeeping records can also support the
19 predominance requirement for class certification. (*Id.* at p. 310-11.) In 2021, the
20 case settled for \$140 million, making it one of the largest ever wage and hour class
21 action settlements for hourly-paid employees in California.
- 22 h. I briefed, argued, and won *Yocupicio v. PAE Group, LLC* (9th Cir. 2015) 795 F.3d
23 1057. The Ninth Circuit ruled in my client’s favor and held that non-class claims
24 under California’s Private Attorney Generals Act (“PAGA”) cannot be used to
25 calculate the amount in controversy under the Class Action Fairness Act (“CAFA”).

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

1 This case is cited in several leading treatises such as Wright & Miller’s Federal
2 Practice & Procedure, and Newberg on Class Actions. In October 2016, the U.S.
3 Supreme Court denied review of a case that primarily concerned Yocupicio. That
4 effort was led by Theodore J. Boutrous, who brought the cert petition, with amicus
5 support from a brief authored by Andrew J. Pincus.⁶ Considering that leading
6 Supreme Court practitioners from the class action defense bar were very motivated
7 in undermining Yocupicio case, but failed, this demonstrates the national
8 importance of the Yocupicio decision.

- 9 i. On December 13, 2018, the United States District Court granted final approval of
10 the \$2,500,000 class action settlement in *Mark Brulee, et al. v. DAL Global Services,*
11 *LLC* (C.D. Cal. Dec. 13, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659 in
12 which I served as lead counsel. In doing so, the Court found: “Class Counsel’s
13 declarations show that the attorneys are experienced and successful litigators.” (Id.
14 at p. *10.)
- 15 j. *Gasio v. Target Corp.* (C.D. Cal. Sep. 12, 2014) 2014 U.S. Dist. LEXIS 129852, a
16 reported decision permitting class-wide discovery even though the employer has a
17 lawful policy because “[t]he fact that a company has a policy of not violating the
18 law does not mean that the employees follow it, which is the issue here.” The court
19 also ordered Defendants to pay for the cost of *Belaire-West* notice.
- 20 k. In 2013, I represented a whistleblower that reported that his former employer was
21 defrauding the State of California with the help of bribes to public employees. The
22 case, a false claims (qui tam) action, resulted in the arrest and criminal prosecution
23 of State of California employees by the California Attorney General’s Office.
- 24 l. In 2013, I was part of a team of attorneys that obtained conditional certification for
25 over 2,000,000 class members in a federal labor law case for misclassification of
26 independent contractors that did crowdsourced work on the Internet, *Otey v.*

27
28 ⁶ <http://www.chamberlitigation.com/cases/abm-industries-inc-v-castro>.

CrowdFlower, Inc., N.D. Cal. Case No. 12-cv-05524-JST (MEJ), resulting in the following pro-plaintiff reported decisions:

- m. 2013 U.S. Dist. LEXIS 151846 (N.D. Cal. Oct. 22, 2013) (holding that an unaccepted Rule 68 offer doesn't moot plaintiff's claims, and granting plaintiff's motion to strike Defendants' affirmative defenses based on *Twombly/Iqbal*).
- n. 2013 U.S. Dist. LEXIS 122007 (N.D. Cal. Aug. 27, 2013) (order granting conditional collective certification).
- o. 2013 U.S. Dist. LEXIS 95687 (N.D. Cal. July 8, 2013) (affirming the magistrate judge's discovery ruling which held that "evidence of other sources of income is irrelevant to the question of whether a plaintiff is an employee within the meaning of the FLSA").
- p. 2013 U.S. Dist. LEXIS 91771 (N.D. Cal. June 20, 2013) (granting broad discovery because "an FLSA plaintiff is entitled to discovery from locations where he never worked if he can provide some evidence to indicate company-wide violations").
- q. From 2012 to 2013, I was part of a team of attorneys that obtained class certification for over 60,000 class members for off-the-clock claims, *Linares v. Securitas Security Services USA, Inc.*, Los Angeles Superior Court No. BC416555. We also successfully opposed subsequent appeals to the California Court of Appeal and California Supreme Court.

47. Christina M. Le is a Senior Attorney at Wilshire Law Firm. She is admitted to practice in the State of California, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. She graduated from Loyola Law School, Los Angeles, and attended the University of California, Berkeley for his undergraduate studies, where she obtained a Bachelor of Arts in History. She has over 15 years of litigation experience, which includes the successful handling of numerous employment, wage and hour, and class and representative action matters during the latter half of his career in state and federal court through inception through case resolution. Prior to joining Wilshire Law Firm in November 2021, Ms. Le gained invaluable litigation experience working at various Plaintiffs and

1 defense firms, including Kristensen Weisberg PLC, Jones Bell LLP, Archer Norris PLC, and Lewis
2 Brisbois Bisgaard & Smith LLP. Ms. Le is a member of NELA, CELA, CAALA, LACBA, and the
3 Vietnamese Bar Association of Southern California, and has been a recognized speaker on wage
4 and hour topics for some of these organizations at various conferences and seminars. Her current
5 contingent billing rate for this case is \$750.00 per hour, which is commensurate with Ms. Le's
6 years of experience and work in this practice area.

7 48. Arsiné Grigoryan is an Associate Attorney at my office. She earned two Bachelor
8 of Arts degrees from the University of California, Berkeley in (1) Political Science with an
9 emphasis on international relations and (2) Media Studies. She obtained her Juris Doctor degree
10 from Southwestern Law School. She is presently admitted to practice in all state courts of
11 California (admitted in 2017) and before all federal district courts in California. The focus of her
12 practice at Wilshire Law Firm is currently on class action wage-and-hour law, including Private
13 Attorneys General Act of 2004 ("PAGA") matters. Prior to joining Wilshire Law Firm, PLC, she
14 worked at a law firm specializing in wage-and-hour class action cases. She is also handling more
15 than a dozen active class action matters currently pending and prosecuting multiple PAGA
16 collective action matters in various courts throughout the State of California. Her current
17 contingency billing rate for this case is \$600.00 per hour which is commensurate with Ms.
18 Grigoryan's years of experience and work in this practice area.

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

- 23 a. I have been paid for legal industry consulting services at \$1,500 per hour by
24 Gerson Lehrman Group (GLG), a company that provides financial information
25 and advises investors and consultants with business clients seeking expert advice.
26 GLG is one of the largest companies that provides expert consulting services.
27 GLG's clients include corporations, hedge funds, private equity firms, and
28 consulting firms. I have worked with GLG on numerous occasions at a rate of

1 \$1,500 per hour, including on three recent occasions in October and November of
2 2023.

- 3 b. On May 6, 2022, the Hon. Jay A. Garcia-Gregory of the United States District
4 Court in Puerto Rico approved my \$850 hourly rate when he granted final
5 approval of the class action settlement in *Serrano v. Inmediata Corp.*, No. 3:19-
6 cv-01811-JAG, Dkt. 57 (U.S. Dist. Ct. P.R. May 6, 2022).
- 7 c. On September 9, 2021, the Hon. Peter Wilson of the Orange County Superior Court
8 approved my \$800 hourly rate when he granted final approval of the class action
9 settlement in *Ricardo Campos Hernandez v. Adams Iron Co., Inc.*, No. 30-2019-
10 01066522-CU-OE-CXC.
- 11 d. On August 6, 2021, the Hon. Stanley Blumenfeld, Jr. of the United States District
12 Court granted final approval of the \$1,600,000 class action settlement in *Carlos*
13 *Moreno v. Pretium Packaging, Inc.* (C.D. Cal. Aug. 6, 2021) No. 8:19-cv-02500-
14 SB-DFM, 2021 WL 3673845 in which I served as lead counsel. In doing so, the
15 Court approved my then \$750 hourly rate after finding it was “reasonable, given the
16 qualifications of the attorneys who worked on this matter.” (*Id.* at p. *3.)
- 17 e. On January 19, 2021, the Hon. Elihu M. Berle of the Los Angeles County Superior
18 Court approved my \$750 hourly rate when he granted final approval of the class
19 action settlement in *Faye Zhang v. Richemont North America, Inc.*, Case No.
20 19STCV32396.

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

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

2022 were \$1,133 per hour for 21 or more years and \$1,075 for attorneys with fewer than 21 years. A true and correct copy of portions of the 2022 Real Rate Report is attached hereto as **Exhibit 4**.

- b. In an article entitled “Big Law Rates Topping \$2,000 Leave Value ‘In Eye of Beholder,’” written by Roy Strom and published by Bloomberg Law on June 9, 2022, the author describes how Big Law firms have crossed the \$2,000-per hour rate. The article also notes that law firm rates have been increasing by just under 3% per year. A true and correct copy of this article is attached hereto as **Exhibit 5**.

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 November 15, 2023, at Los Angeles, California.

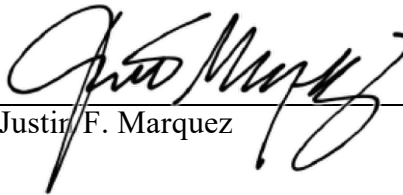

Justin F. Marquez

Exhibit 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY SAN BERNARDINO

ARTHUR JUAREZ, individually, and on behalf
of others similarly situated,

Plaintiff,

vs.

CONSOLIDATED HOSPITALITY
SUPPLIES, LLC, a Delaware corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVSB2204353
[Consolidated with CIVBS2210350]

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

2 This Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement
3 Agreement”) is made and entered into by and between Plaintiff Arthur Juarez (“Plaintiff” or “Class
4 Representative”), as an individual and on behalf of all others similarly situated, and Defendants
5 Consolidated Hospitality Supplies, LLC; Axis Global Solutions, Inc.; and American Tex-Chem
6 Corporation (“Defendants”) (collectively with Plaintiff, the “Parties”).

7 **DEFINITIONS**

8 The following definitions are applicable to this Settlement Agreement. Definitions contained
9 elsewhere in this Settlement Agreement will also be effective:

10 1. “Action” means the consolidated case of *Juarez v. Consolidated Hospitality Supplies,*
11 *LLC* Case No. CIVSB2204353 (Bernardino County Superior Court), which also includes the action
12 previously filed as *Consolidated Hospitality Supplies, LLC* Case No. CIVSB2210350 (Bernardino County
13 Superior Court).

14 2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and
15 approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket
16 costs incurred and to be incurred by Class Counsel in the Action, including but not limited to
17 expert/consultant fees, investigation costs, and costs associated with documenting the Settlement,
18 providing any notices required as part of the Settlement or Court order, securing the Court’s approval of
19 the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action.
20 Class Counsel will request attorneys’ fees not in excess of Thirty-five Percent (35%) of the Gross
21 Settlement Amount, or One Hundred and Forty-Three Thousand and Five Hundred Dollars (\$143,500).
22 The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and
23 expenses associated with Class Counsel’s litigation and settlement of the Action, up to Twenty Five
24 Thousand Dollars (\$25,000), subject to the Court’s approval. Defendants have agreed not to oppose Class
25 Counsel’s request for fees and reimbursement of costs as set forth above.

26 3. “Settlement Class Counsel” means Wilshire Law Firm.

27 4. “Class List” means a complete list of all Class Members that Defendants will diligently
28 and in good faith compile from their records and provide only to the Settlement Administrator within

twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member's full name; most recent mailing address and telephone number; Social Security number; dates of employment; the number of workweeks that each Class Member worked during the Class Period and pay periods that each Class Member worked during the PAGA Period.

5. "Class Member(s)" or "Settlement Class" means all persons who worked for Defendants as non-exempt, hourly paid employees in California at any time from August 31, 2017 to July 10, 2023.

6. "Class Period" means the period from August 31, 2017 to July 10, 2023.

7. "Class Representative Enhancement Payment" means the amount to be paid to Plaintiff in recognition of his effort and work in prosecuting the Action on behalf of Class Members, and for his general release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class Representative Enhancement Payment of Five Thousand Dollars (\$5,000).

8. "Court" means the San Bernardino Superior Court.

9. "Defendants" means Defendants Consolidated Hospitality Supplies, LLC; Axis Global Solutions, Inc.; and American Tex-Chem Corporation.

10. "Effective Date" means the later of: (i) if no timely objections are filed, or are withdrawn prior to Final Approval, then the date of Final Approval; or (ii) if a Class Member files an objection to the Settlement, the Effective Date shall be the sixty-first (61) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

11. "Final Approval" means the date on which the Court enters an order granting final approval of the Settlement Agreement.

12. "Gross Settlement Amount" means the Gross Settlement Amount of Four Hundred and Ten Thousand Dollars (\$410,000.00), to be paid by Defendants in full satisfaction of all Released Class Claims and Released PAGA Claims, which includes the Individual Settlement Payments, Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the PAGA Settlement Amount, and

1 Settlement Administration Costs. In no event will Defendants be liable for more than the Gross Settlement
2 Amount except as otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement
3 Amount to Defendants. Defendants will be separately responsible for any employer-side payroll taxes
4 required by law, including the employer FICA, FUTA, and SDI contributions, which shall not be paid
5 from the Gross Settlement Amount.

6 13. "Individual Settlement Payment" means each Participating Class Member's and PAGA
7 Member's respective shares of the Net Settlement Fund and PAGA Fund.

8 14. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining after
9 deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the PAGA
10 Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be distributed to
11 Participating Class Members. There will be no reversion of the Net Settlement Fund to Defendants.

12 15. "Notice of Objection" means a Class Member's valid and timely written objection to the
13 Settlement Agreement. A Notice of Objection must include sufficient information for the Settlement
14 Administrator to ascertain the identity of the Class Member and that the Class Member is objecting to the
15 Settlement: the Objection should include (a) the objector's full name, address, telephone number, last four
16 digits of the employees social security number or employee ID number and (b) a written statement of all
17 grounds for the objection accompanied by legal support, if any, for such objection.

18 16. "Notice Packet" means the Notice of Class Action Settlement, substantially in the form
19 attached as Exhibit A.

20 17. "PAGA Members" means all persons who worked for Defendants as non-exempt, hourly
21 paid employees in California at any time from March 7, 2021 to July 10, 2023.

22 18. "PAGA Period" means the period from March 7, 2021 to July 10, 2023.

23 19. "PAGA Settlement Amount" means the amount that the Parties have agreed to pay to the
24 Labor and Workforce Development Agency ("LWDA") and PAGA Members in connection with
25 Plaintiff's claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698,
26 *et seq.*, "PAGA") ("PAGA Settlement"). The Parties have agreed that Twenty-Five Thousand Dollars
27 (\$25,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA,
28 Seventy-Five Percent (75%), or Eighteen Thousand Seven Hundred and Fifty Dollars (\$18,750), of the

1 PAGA Settlement Amount will be paid to the California Labor and Workforce Development Agency
2 (“Labor and Workforce Development Agency Payment”), and Twenty-Five Percent (25%), or Six
3 Thousand Two Hundred and Fifty (\$6,250), of the PAGA Settlement will be disbursed to PAGA
4 Members, regardless whether they request to be excluded from the Settlement Class.

5 20. “Parties” means Plaintiff and Defendants collectively.

6 21. “Participating Class Members” means all Class Members who do not submit timely and
7 valid Requests for Exclusion.

8 22. “Plaintiff” means Plaintiff Arthur Juarez.

9 23. “Preliminary Approval” means the date on which the Court enters an order granting
10 preliminary approval of the Settlement Agreement.

11 24. “Released Class Claims” means all claims, rights, demands, liabilities, and causes of
12 action that are alleged or reasonably could have been alleged, including without limitation violations of
13 any state or federal statutes, rules, or regulations (including the Fair Labor Standards Act), arising from,
14 or related to, the facts and theories set forth in the operative complaint during the Class Period, including
15 but not limited to: (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii)
16 all claims for unpaid wages; (iv) all claims for the failure to reimburse for necessary business expenses;
17 (v) all claims for the failure to timely pay wages upon termination; (vi) all claims for the failure to timely
18 pay wages during employment; (vii) all claims for wage statement violations; (viii) all claims for failure to
19 maintain accurate payroll records; and (xi) all claims asserted through California Business & Professions
20 Code §§ 17200, *et seq.*

21 25. “Released PAGA Claims” means all claims for PAGA civil penalties asserted through
22 California Labor Code §§ 2698, *et seq.*, that are alleged or reasonably could have been alleged, arising
23 from, or related to, the facts and theories set forth in the operative complaint and PAGA Notice during the
24 PAGA Period, including but not limited to: (i) all claims for unpaid overtime; (ii) all claims for meal and
25 rest break violations; (iii) all claims for unpaid wages; (iv) all claims for the failure to reimburse for
26 necessary business expenses; (v) all claims for the failure to timely pay wages upon termination; (vi) all
27 claims for the failure to timely pay wages during employment; (vii) all claims for wage statement
28 violations; and (viii) all claims for inaccurate payroll records.

1 26. “Released Parties” means Defendants, their current and former parent, subsidiaries and/or
2 related companies, affiliated and related corporations and other entities, their successors and assigns, and
3 all of their current and former owners, shareholders, directors, officers, partners, principals, managers,
4 members, employees, agents, attorneys, representatives, firms, associations, partnerships, joint ventures,
5 and entities, and their agents, guardians, successors, assigns, heirs, executors, and administrators.

6 27. “Request for Exclusion” means a valid and timely written statement submitted by a Class
7 Member requesting to be excluded from the Settlement Class. The Request for Exclusion must contain
8 information sufficient for the Settlement Administrator to ascertain the identity of the Class Member and
9 ascertain that the Class Member wants to opt-out. To be effective, the Request for Exclusion must be
10 submitted by the Response Deadline and received by the Settlement Administrator. A Request for
11 Exclusion may be mailed, faxed or e-mailed to the Settlement Administrator by the Response Deadline.

12 28. “Response Deadline” means the deadline by which Class Members must postmark or fax
13 to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the
14 calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement
15 Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the
16 Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday
17 or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
18 Postal Service is open.

19 29. “Settlement Administration Costs” means the costs payable from the Gross Settlement
20 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
21 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross
22 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The
23 Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary,
24 any such costs in excess of the amount represented by the Settlement Administrator as being the maximum
25 costs necessary to administer the Settlement. The Settlement Administration Costs are currently estimated
26 to be Twenty Thousand Dollars (\$20,000).

27 30. “Settlement Administrator” means CPT Group, or any other third-party class action
28 settlement administrator agreed to by the Parties and approved by the Court for the purposes of

administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

31. “Settlement Check” means the checks that will be issued to each Participating Class Member and PAGA Members pursuant to the procedure set forth in Section III, each of which will include the following language: “To Participating Class Members only: By cashing this check I am acknowledging that I have released all Released Class Claims described in the Notice of Class Action Settlement for Case No. CIVSB2204353 (“Action”), including all claims I may have under the FLSA related to or arising out of the facts asserted in the Action.” The checks shall also be accompanied by a notice stating that judgment has been entered pursuant to California Rules of Court, rule 3.771(b).

TERMS OF AGREEMENT

The Plaintiff, on behalf of himself and the Settlement Class, and Defendants agree as follows:

32. Amended Pleading. For settlement purposes, Plaintiff will file a motion for leave to amend the complaint in the Action, redefining the class definition and PAGA collective definition to be consistent with the Settlement Class and PAGA Members described herein, adding Defendants Axis Global Solutions, Inc.; and American Tex-Chem Corporation, and adding a claim under California Labor Code § 203. Plaintiff will file the motion for leave on or before filing the motion for preliminary approval of this Agreement and will do so within 14 calendar days from the full execution of this Agreement. The granting of leave to file the amended complaint is material to this Agreement. Should the Court deny the amendment, the Parties will meet and confer in good faith, but Defendants will not be required to abide by the terms of the Agreement.

33. Funding of the Gross Settlement Amount. Defendants will make a one-time deposit of the Gross Settlement Amount of Four Hundred and Ten Thousand Dollars (\$410,000) into a Qualified Settlement Account to be established by the Settlement Administrator. Defendants will pay any required employer-side payroll taxes separately. After the Effective Date, the Gross Settlement Amount will be used for: (i) Individual Settlement Payments; (ii) the Labor and Workforce Development Agency Payment; (iii) the Class Representative Enhancement Payment; (iv) Attorneys’ Fees and Costs; and (v) Settlement Administration Costs. Defendants will deposit the Gross Settlement Amount and the

1 employer's share of payroll taxes within ten (10) calendar days of the Effective Date ("Funding Date").

2 34. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or
3 motion by Class Counsel for Attorneys' Fees and Costs of not more than One Hundred and Forty Three
4 Thousand Five Hundred Dollars (\$143,500), plus the reimbursement of all out-of-pocket costs and
5 expenses associated with Class Counsel's litigation and settlement of the Action (including
6 expert/consultant fees, investigations costs, etc.), not to exceed Twenty Five Thousand Dollars (\$25,000),
7 both of which will be paid from the Class Settlement Amount.

8 35. Class Representative Enhancement Payment. In exchange for a general release, and in
9 recognition of his effort and work in prosecuting the Action on behalf of Class Members, Defendants agree
10 not to oppose or impede any application or motion for a Class Representative Enhancement Payment of
11 Five Thousand Dollars (\$5,000). The Class Representative Enhancement Payment will be paid from the
12 Gross Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment paid
13 pursuant to the Settlement. Plaintiff will be solely and legally responsible for paying any and all applicable
14 taxes on the Class Representative Enhancement Payment.

15 36. Settlement Administration Costs. The Settlement Administrator will be paid for the
16 reasonable costs of administration of the Settlement and distribution of payments from the Gross
17 Settlement Amount, which is currently estimated to be Twenty Thousand Dollars (\$20,000). These costs,
18 which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting
19 on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Notice
20 Packets, calculating and distributing the Gross Settlement Amount, and providing necessary reports and
21 declarations.

22 37. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount
23 of Twenty-Five Dollars (\$25,000) from the Gross Settlement Amount will be designated for the
24 satisfaction of Plaintiff's PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Eighteen
25 Thousand Seven Hundred and Fifty Dollars (\$18,750), of this sum will be paid to the LWDA and Twenty-
26 Five Percent (25%), or Six Thousand Two Hundred and Fifty (\$6,250), will be paid to PAGA Members
27 in proportion to the number of pay periods worked during the PAGA Period.

28 38. No Right to Exclusion or Objections by Representative Action Members. Because this

1 settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a
2 Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no
3 PAGA Member has the right to exclude himself or herself from the Settlement. PAGA Members will be
4 bound by the terms of the Settlement Agreement, upon its approval by the Court, regardless of whether he
5 or she cashes any payment received as a result of this Settlement. The Parties also agree that no PAGA
6 Member has the right to object to the terms of the Settlement Agreement.

7 39. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating
8 Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendants.

9 40. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No
10 portion of the PAGA Fund will revert to or be retained by Defendants.

11 41. Individual Settlement Payment Calculations. Individual Settlement Payments will be
12 calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of
13 workweeks a Class Member worked during the Class Period and the number of pay periods a PAGA
14 Member worked during the PAGA Period. All Class Members will be credited with at least one workweek
15 during the Class Period, and all PAGA Members will be credited with at least one pay period during the
16 PAGA Period. Specific calculations of Individual Settlement Payments will be made as follows:

17 41(a) Payments from the Net Settlement Fund. Defendants will calculate the total
18 number of approximate workweeks worked by each Class Member during
19 the Class Period and the aggregate total number of workweeks worked by all
20 Class Members during the Class Period. In addition, in order to account for
21 settlement of former employees' claims for failure to timely pay wages at
22 termination, all former employees will have their workweek total multiplied
23 by 1.5. To determine each Class Member's estimated "Individual Settlement
24 Payment" from the Net Settlement Fund, the Settlement Administrator will
25 use the following formula: The Net Settlement Fund will be divided by the
26 aggregate total number of workweeks, resulting in the "Workweek Value."
27 Each Class Member's "Individual Settlement Payment" will be calculated by
28 multiplying each individual Class Member's total number of workweeks by

the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions. The entire Net Settlement Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

41(b) Payments from the PAGA Fund. Defendants will calculate the total number of pay periods worked by each PAGA Member during the PAGA Period and the aggregate total number of pay periods worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated "Individual Settlement Payment," the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of pay periods, resulting in the "PAGA Pay Period Value." Each PAGA Member's "Individual Settlement Payment" will be calculated by multiplying each individual PAGA Member's total number of pay periodss by the PAGA Pay Period Value. The entire PAGA Fund will be disbursed to all PAGA Members.

42. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

1 43. Administration Process. The Parties agree to cooperate in the administration of the
2 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
3 administration of the Settlement.

4 44. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval,
5 Defendants will provide the Class List to the Settlement Administrator.

6 45. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class
7 List from Defendants, the Settlement Administrator will mail a Notice Packet to all Class Members via
8 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

9 46. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
10 Administrator will perform a search based on the National Change of Address Database for information
11 to update and correct for any known or identifiable address changes. Any Notice Packets returned to the
12 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via
13 regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator
14 will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the
15 Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or
16 other search using the name, address and/or Social Security number of the Class Member involved, and
17 will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice Packet,
18 whether by skip-trace or by request, will have either (i) an additional fifteen (15) calendar days or (ii) until
19 the Response Deadline, whichever is later, to submit a Request for Exclusion or an objection to the
20 Settlement.

21 47. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet
22 will provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement's principal
23 terms; (iii) the Settlement Class and PAGA Member definitions; (iv) the total number of workweeks and
24 pay periods each respective Class Member and PAGA Member worked for Defendants during the Class
25 Period and PAGA Period; (v) each Class Member's and PAGA Member's estimated Individual
26 Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) the dates which
27 comprise the Class Period and PAGA Period; (vii) instructions on how to submit Requests for Exclusion
28 or Notices of Objection; (viii) the deadlines by which the Class Member must postmark or fax Request for

Exclusions, or postmark Notices of Objection to the Settlement; and (ix) the claims to be released.

48. Disputed Information on Notice Packets. Class Members will have an opportunity to dispute the information provided in their Notice Packets. To the extent Class Members dispute their employment dates or the number of workweeks or pay periods on record, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Defendants' records will be presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline and will be decided within ten (10) business days after the Response Deadline.

49. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until (i) the Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

50. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

51. Escalator. If the total number of workweeks worked by all Class Members during the Class Period increases by more than 10% (i.e. is greater than 15,400), then Defendants will increase the Gross Settlement Amount on a pro rata basis by the workweek increase above 10%. In other words, an 11% increase in the number of workweeks would trigger a 1% increase in the Gross Settlement Amount.

52. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as

1 well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

2 53. Releases by Participating Class Members. Upon the Funding Date, and except as to such
3 rights or claims as may be created by this Settlement Agreement, each Participating Class Member,
4 together and individually, on their behalf and on behalf of their respective heirs, executors, administrators,
5 agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of
6 them, from each of the Released Class Claims during the Class Period.

7 54. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or
8 claims as may be created by this Settlement Agreement, each PAGA Member, together and individually,
9 on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys, shall
10 fully and forever release and discharge all of the Released Parties, or any of them, from each of the
11 Released PAGA Claims during the PAGA Period.

12 55. Defendants' Right to Rescind. Defendants will have, in their sole discretion, the right to
13 void and withdraw from the Settlement if, at any time prior to Final Approval, Five Percent (5%) or more
14 of Class Members opt out of the settlement. Defendants must exercise this right of rescission in writing to
15 Class Counsel within fourteen (14) calendar days after the Response Deadline. If the option to rescind is
16 exercised, then Defendantst will be solely responsible for all Settlement Administration Costs incurred to
17 the date of rescission.

18 The Parties and their counsel further recognize that Participating Class Members' release of claims
19 arising under the Fair Labor Standards Act ("FLSA") is a material term of this Settlement Agreement.
20 Should the Court refuse to acknowledge during preliminary approval or final approval of the Settlement
21 Agreement that Participating Class Members will be deemed to have released FLSA claims as well as
22 state law claims, Defendants alone shall have the option, in their sole discretion, and notwithstanding any
23 other provisions of this Settlement Agreement, to withdraw from the Settlement Agreement in its entirety,
24 whereupon the Settlement Agreement shall be null and void for any and all purposes. Defendants may
25 exercise their option to void this Settlement Agreement as provided in this paragraph by giving notice, in
26 writing, to Class Counsel and the Court no later than (10) business days after the preliminary approval or
27 final approval hearing date. Should Defendants elect to withdraw from the Settlement Agreement as
28 provided in this paragraph, all costs incurred by the Settlement Administrator as of that date shall be paid

by Defendants.

56. Objection Procedures. To object to the Settlement Agreement, a Class Member may either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the final approval order and judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the Class Member shall not participate in or be bound by the Settlement.

57. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that certifies the number of Class Members who have submitted valid Requests for Exclusion, objections to the Settlement, and whether any Class Member has submitted a challenge to any information contained in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

58. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days of the Funding Date, the Settlement Administrator will issue payments to: (i) Participating Class Members and PAGA Members; (ii) the Labor and Workforce Development Agency; (iii) Plaintiff; and (iv) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

59. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than one hundred and eighty (180) calendar days after issuance will be tendered to Legal Aid at Work, 180 Montgomery St. #600, San Francisco, CA 94104, a Court approved nonprofit organization consistent

1 with Code of Civil Procedure Section 384, subd. (b). The Parties do not have any interest or involvement
2 in the governance or administration of Legal Aid at Work that would in any way create a conflict of
3 interest.

4 60. Certification of Completion. Upon completion of administration of the Settlement, the
5 Settlement Administrator will provide a written declaration under oath to certify such completion to the
6 Court and counsel for all Parties.

7 61. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
8 be allocated as follows: (i) Ten Percent (10%) of each Individual Settlement Payment will be allocated as
9 wages for which IRS Forms W-2 will be issued; and (ii) Ninety (90%) will be allocated as non-wages for
10 which IRS Forms 1099-MISC will be issued.

11 62. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
12 will be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2, 1099,
13 or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The
14 Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the
15 appropriate government authorities.

16 63. Tax Liability. Defendants makes no representation as to the tax treatment or legal effect
17 of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on any
18 statement, representation, or calculation by Defendants or by the Settlement Administrator in this regard.

19 64. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
20 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
21 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
22 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
23 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
24 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL
25 ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
26 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
27 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
28 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN,

1 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
2 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT
3 BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
4 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
5 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER
6 PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
7 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY
8 HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY
9 SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH
10 LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING
11 PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION,
12 INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

13 65. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that
14 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
15 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or
16 right herein released and discharged.

17 66. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally
18 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other
19 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
20 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
21 likewise be treated as void from the beginning.

22 67. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request
23 the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order
24 for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii) preliminary
25 approval of the proposed Settlement Agreement, (iii) setting a date for a final fairness hearing. The
26 Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as specified
27 herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement
28 Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of Class

1 Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting all documents
2 necessary to obtain preliminary approval and will provide these papers to Defendants at least ten (10)
3 business days in advance of such filing. Defendants may review and suggest revisions to Plaintiff's Motion
4 for Preliminary Approval, which Plaintiff will consider.

5 68. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
6 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
7 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
8 Settlement Agreement along with the amounts properly payable for: (i) Attorneys' Fees and Costs; (ii) the
9 Class Representative Enhancement Payment; (iii) Individual Settlement Payments; (iv) the Labor and
10 Workforce Development Agency Payment; (v) all Settlement Administration Costs. The final fairness
11 hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel
12 will be responsible for drafting all documents necessary to obtain final approval and will provide the
13 Motion for Final Approval to Defendants at least ten (10) business days in advance of such filing.
14 Defendants may review and suggest revisions to Plaintiff's Motion for Final Approval, which Plaintiff will
15 consider. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be
16 heard at the final approval hearing.

17 69. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court
18 or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval. After
19 entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the
20 interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and
21 (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement
22 Agreement. A copy of the Judgment will be posted to the Settlement Administrator's website.

23 70. General Release by Plaintiff. Upon the Funding Date, in addition to the claims being
24 released by all Participating Class Members, Plaintiff will release and forever discharge the Released
25 Parties, to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted
26 and not asserted, which Plaintiff has or may have against the Released Parties as of the date of execution
27 of this Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the
28 California Civil Code or similar provisions of other applicable law may apply, Plaintiff expressly waives

1 any and all rights and benefits conferred upon him by the provisions of Section 1542 of the California Civil
2 Code or similar provisions of applicable law which are as follows:

3 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
4 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
5 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
6 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
7 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
8 PARTY.

9 71. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
10 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
11 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

12 72. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
13 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
14 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625
15 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be
16 construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the
17 Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict
18 the terms of this Settlement Agreement.

19 73. Amendment or Modification. No amendment, change, or modification to this Settlement
20 Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

21 74. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
22 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
23 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to
24 this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate
25 the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and
26 use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach
27 agreement on the form or content of any document needed to implement the Settlement, or on any
28 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties

1 may seek the assistance of the Court to resolve such disagreement.

2 75. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
3 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

4 76. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will
5 be governed by and interpreted according to the laws of the State of California.

6 77. Execution and Counterparts. This Settlement Agreement is subject only to the execution
7 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
8 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
9 copies of the signature page, will be deemed to be one and the same instrument.

10 78. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
11 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
12 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account
13 all relevant factors, present and potential. The Parties further acknowledge that they are each represented
14 by competent counsel and that they have had an opportunity to consult with their counsel regarding the
15 fairness and reasonableness of this Settlement.

16 79. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement
17 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
18 with applicable precedents so as to define all provisions of this Settlement Agreement valid and
19 enforceable.

20 80. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
21 certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may
22 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and
23 either party may appeal any court order that materially alters the Settlement Agreement's terms.

24 81. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
25 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
26 approved, the stipulation to certification will be void. The Parties further agree that certification for
27 purposes of the Settlement is not an admission that class action certification is proper under the standards
28 applied to contested certification motions and that this Settlement Agreement will not be admissible in this

1 or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendants are
2 liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

3 82. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
4 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering
5 into this Settlement, Defendants do not admit, and specifically deny, that it violated any federal, state, or
6 local law; violated any regulations or guidelines promulgated pursuant to any statute or any other
7 applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty;
8 engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to
9 its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the
10 negotiations connected with it, will be construed as an admission or concession by Defendants of any such
11 violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce
12 the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or
13 received as evidence in any action or proceeding to establish any liability or admission on the part of
14 Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance
15 with, federal, state, local or other applicable law.

16 83. No Public Comment: The Parties and their counsel agree that they will not issue any press
17 releases, initiate any contact with the press, respond to any press inquiry, or have any communication with
18 the press about the fact, amount or terms of the Settlement.

19 84. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
20 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
21 a further waiver by such party of the same or any other condition, covenant, right or remedy.

22 85. Enforcement Actions. In the event that one or more of the Parties institutes any legal action
23 or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to
24 declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to
25 recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert
26 witness fees incurred in connection with any enforcement actions.

27 86. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
28 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed

more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

87. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

88. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

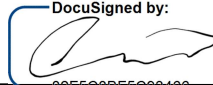
89. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

90. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

READ CAREFULLY BEFORE SIGNING

Dated: 10/24/2023

PLAINTIFF

DocuSigned by:

 82F5C8BF5C93400...
 Arthur Juarez

DEFENDANT

Dated: _____

Consolidated Hospitality Supplies, LLC
 Please Print Name of Authorized Signatory

SIGNATURES CONTINUED ON NEXT PAGE

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DEFENDANT

Dated: _____

Axis Global Solutions, Inc.
Please Print Name of Authorized Signatory

DEFENDANT

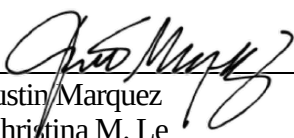
Dated: _____

American Tex-Chem Corporation
Please Print Name of Authorized Signatory

APPROVED AS TO FORM

WILSHIRE LAW FIRM

Dated: October 24, 2023

By: 

Justin Marquez
Christina M. Le
Arsiné Grigoryan

Attorneys for Plaintiff

GREENBERG TRAURIG, LLP

Dated: _____

By: _____
Ashley Farrell Pickett

Attorneys for Defendants

Exhibit 2

Juarez v. Consolidated Hospitality Supplies, LLC, No. CIVSB2204353
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SAN BERNARDINO
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All persons who worked for Defendants Consolidated Hospitality Supplies, LLC; Axis Global Solutions, Inc.; and American Tex-Chem Corporation (“Defendants”) as non-exempt, hourly paid employees in California at any time from August 31, 2017 to July 10, 2023 (“Settlement Class Members”).

All persons who worked for Defendants as non-exempt, hourly paid employees in California at any time from March 7, 2021 to July 10, 2023 (“PAGA Members”).

On _____, the Honorable David S. Cohn of the San Bernardino County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Settlement Class Members of the settlement. **You have received this notice because Defendants’ records indicate that you are a Settlement Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Settlement Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at ____:00 ____m. on _____, 2024 in Department S-26 of the San Bernardino County Superior Court located at 247 West Third Street, San Bernardino, CA, 92415.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

Summary of the Litigation

Plaintiff Arthur Juarez, on his behalf and on behalf of other current and former non-exempt employees, alleges that Defendants violated labor laws as a result of their alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse for all necessary business expenses; and (5) provide employees with accurate, itemized wage statements; and (6) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*).

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On April 11, 2023, the parties participated in a mediation with Steven Serratore, Esq., an experienced and well-respected class action mediator. With Mr. Serratore’s guidance, the parties were able to negotiate a complete settlement of Plaintiff’s claims.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Wilshire Law Firm (“Settlement Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Settlement Class Counsel believe that the claims alleged in this lawsuit have merit, Settlement Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Settlement Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Settlement Class Members.

Defendants have denied, and continues to deny, the factual and legal allegations in the case and believes that they have valid defenses to Plaintiff's claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiff.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$410,000. This amount is inclusive of: (1) individual settlement payments to all Participating Settlement Class Members; (2) a Class Representative Enhancement Payment of \$5,000 to Arthur Juarez for his services on behalf of the class, and for a release of all claims arising out of his employment with Defendant; (3) \$143,500 in attorneys' fees and up to \$25,000 in litigation costs and expenses; (4) a \$25,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a \$18,750 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a \$6,250 payment ("PAGA Fund") to Settlement Class Members who worked during the period from March 7, 2021 to July 10, 2023 ("PAGA Employees"); and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$_____. After deducting the above payments, a total of approximately \$_____ will be allocated to Settlement Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all PAGA Employees will receive a proportional share of the \$6,250 PAGA Fund, and regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendant will calculate the total number of approximate workweeks worked by each Settlement Class Member from August 31, 2017 to July 10, 2023 ("Class Period") and the aggregate total number of workweeks worked by all Settlement Class Members during the Class Period. In addition, in order to account for settlement of former employees' claims for failure to timely pay wages at termination, all former employees will have their shift total multiplied by 1.5. To determine each Settlement Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of shifts, resulting in the "Workweek Value." Each Settlement Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Settlement Class Member's total number of workweeks by the Workweek Value. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Settlement Class Member's share of the Net Settlement Fund according to the number of shifts worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendants' records, you worked during the Class Period in a non-exempt position for a total of _____ workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$_____.

Payments from PAGA Fund. Defendants will calculate the total number of shifts worked by each PAGA Employee from March 7, 2021 to July 10, 2023 ("PAGA Period") and the aggregate total number of shifts worked by all PAGA Employees during the PAGA Period. To determine each PAGA Employee's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of pay periods, resulting in the "PAGA Pay Period Value." Each PAGA Employee's share of the PAGA Fund will be calculated by multiplying each individual Participating PAGA Employee's total number of pay periods by the PAGA Pay Period Value. A Request for Exclusion does not exclude a PAGA Employee from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Employee will receive their portion of the PAGA fund even if he or she submits a valid Request for Exclusion.

According to Defendants' records, you worked during the PAGA Period in a non-exempt position for a total of _____ pay periods. Accordingly, your estimated payment from the PAGA Fund is approximately \$_____.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately \$____. If you believe the shift information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator

c/o _____

Fax No. _____

If you dispute the information stated above, Defendants' records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to Participating Settlement Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Settlement Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 10% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 90% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims and Released PAGA Claims:

Released Class Claims: All claims, rights, demands, liabilities, and causes of action that are alleged or reasonably could have been alleged, including without limitation violations of any state or federal statutes, rules, or regulations (including the Fair Labor Standards Act), arising from, or related to, the facts and theories set forth in the operative complaint during the Class Period, including but not limited to: (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii) all claims for unpaid wages; (iv) all claims for the failure to reimburse for necessary business expenses; (v) all claims for the failure to timely pay wages upon termination; (vi) all claims for the failure to timely pay wages during employment; (vii) all claims for wage statement violations; (viii) all claims for failure to maintain accurate payroll records; and (xi) all claims asserted through California Business & Professions Code §§ 17200, *et seq.*

Released PAGA Claims: All all claims for PAGA civil penalties asserted through California Labor Code §§ 2698, *et seq.*, that are alleged or reasonably could have been alleged, arising from, or related to, the facts and theories set forth in the operative complaint during the PAGA Period, including but not limited to: (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii) all claims for unpaid wages; (iv) all claims for the failure to reimburse for necessary business expenses; (v) all claims for the failure to timely pay wages upon termination; (vi) all claims for the failure to timely pay wages

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

during employment; (vii) all claims for wage statement violations; and (viii) all claims for inaccurate payroll records.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must provide the Settlement Administrator with sufficient information to discern your identity and desire to opt out of the settlement, and ideally would include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

The Request for Exclusion must be postmarked or faxed not later than _____, 2023. If you submit a Request for Exclusion which is not postmarked or faxed by _____, 2023, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Settlement Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- You will, however, release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide sufficient information from which the Settlement Administrator can discern your identity and that you desire to object to the settlement, and ideally should contain the following information: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All written objections must be received by the administrator by not later than _____ 2023. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County San Bernardino and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Claims.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Settlement Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Justin Marquez

Christina M. Le

Arsiné Grigoryan

Wilshire Law Firm

3055 Wilshire Blvd., 12th Floor

Los Angeles, CA 90010

Phone: (213) 381-9988

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS' ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

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Exhibit 3

CASE NAME: JUAREZ V. CONSOLIDATED HOSPITALITY SUPPLIES, LLC

Date: May 31, 2023

Requesting Attorney: Justin F. Marquez

Plaintiff or Defense: Plaintiff

Firm Name: Wilshire Law Firm, PLC

Telephone: (213) 381-9988

Email: justin@wilshirelawfirm.com

All-In Settlement

Class Size: 200

Opt-Out Rate: 1.5%

No. of Checks Issued: 197

Postage Total: \$303.09

Grand Total: \$11,538.79

DISCOUNTED FLAT FEE: \$7,750.00

The services and numbers reflected herein are an estimate provided by counsel. If the actual services and number are different, our cost estimate will change accordingly.

The attached Terms and Conditions are included as part of our cost proposal. By accepting our costs proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

Upon Intake of the Data, CPT will Scrub all Records to a Useable Format to Reduce Duplicates, Anomalies and Increase the Success Rate of Deliverability of the Class Notice. Class Members will be Assigned a Unique Mailing ID which will be Used Throughout Administration. The Notice Packet will be Translated into Spanish. All Pertinent Documents will be Posted on a Case Specific Website.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	2	\$190.00
Programming: Data Base Setup	\$150.00	2	\$300.00
Spanish Translation	\$1,200.00	1	\$1,200.00
Static Website	\$500.00	1	\$500.00
TOTAL			\$2,190.00

DIRECT MAIL NOTICE

To Ensure Mailing to the Most Current Address Possible, CPT will Perform an Address Update via NCOA. CPT will Mail a Full-Length Notice & 1-Page Exclusion Form in Both English & Spanish.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Documents	\$95.00	2	\$190.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
Print & Mail Notice Packets	\$1.50	200	\$300.00
First-Class Postage (up to 2 oz.)*	\$0.81	200	\$162.00
TOTAL			\$787.00

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

PROCESS RETURNED UNDELIVERABLE MAIL

Based On CPT's Historical Data, 6% of the Notices will be Returned Undeliverable. Upon Receipt, CPT will Perform a Skip Trace in an Attempt to Obtain a Current Address; Thus, 91% of the Notice Packets are Remailled.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	1	\$60.00
Update Undeliverable Mail Database	\$0.50	12	\$6.00
Skip Trace for Best Address	\$1.00	10	\$10.00
Print & Remail Notice Packets	\$1.50	9	\$13.50
First-Class Postage (up to 2 oz.)	\$0.81	9	\$7.29
TOTAL			\$96.79

OPT-OUT PROCESSING

CPT will Process and Validate all Opt-Outs and Other Responses from Class Members. Deficient Opt-Outs will Receive a Deficiency Notice

by Mail and Provide an Opportunity to Cure. CPT will Scrub the Filed Opt-Outs to Eliminate Duplicates, Fraudulent, and Otherwise Invalid.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: De-duplication/Scrubbing	\$150.00	1	\$150.00
Project Manager: Validate Opt-Out Requests	\$95.00	1	\$95.00
Clerical Staff	\$60.00	1	\$60.00
Opt-Out & Change of Address Processing	\$2.00	3	\$6.00
Print & Mail Deficiency/Dispute Notices	\$1.50	1	\$1.50
First-Class Postage (up to 1 oz.)	\$0.60	1	\$0.60
Review & Process Deficiency Responses	\$10.00	1	\$10.00
		TOTAL	\$323.10

TELEPHONE SUPPORT

CPT will Maintain a Toll-Free Phone Number with IVR Capabilities and Live Class Member Support Representatives During Normal Business Hours, Monday-Friday, 9:00 AM - 5:30 PM, PT. The Dedicated Case Phone Number will Remain Active Up to 120 Days After Disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	40	\$120.00
		TOTAL	\$420.00

SSN VERIFICATION

Verify SSN for Validity with IRS / IRS Backup Withholdings

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	197	\$19.70
		TOTAL	\$454.70

DISTRIBUTION SERVICES

CPT will Establish and Manage the Qualified Settlement Fund (QSF) for up to One Year After Disbursement. Upon Approval, CPT will Perform all Necessary Calculations and Disburse Funds. CPT will Mail an 8.5"x11" MICR Check to Valid Class Members. CPT Uses a Payee Positive Pay System to Reconcile Checks Cashed and Conducts Monthly Account Reconciliations for the QSF.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Programming: Setup & Printing of Checks	\$150.00	3	\$450.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$2.50	197	\$492.50
First-Class Postage (up to 1 oz.)*	\$0.60	197	\$118.20
		TOTAL	\$2,600.70

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

POST-DISTRIBUTION & TAX REPORTING

Any Check Returned Undeliverable is Skip Traced to Locate a Current Address and Remailed Accordingly. CPT will Process Requests for Check Reissues Continuously. CPT Prepares Annual Tax Reporting on Behalf of the QSF and Federal and State Taxes in Accordance with Current State and Federal Regulations. Upon the Conclusion of the Settlement, a Final Report and Declaration will be Provided to all Parties. All Uncashed Funds will be Sent to Cy pres.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Account Reconciliation	\$150.00	10	\$1,500.00
Update Undeliverable Checks Database	\$0.50	16	\$8.00
Skip Trace for Best Address	\$1.00	16	\$16.00
Remail Undeliverable Checks	\$2.50	15	\$37.50
First-Class Postage (up to 1 oz.)	\$0.60	15	\$9.00
Re-Issue Checks as Required	\$5.00	10	\$50.00
First-Class Postage (up to 1 oz.)	\$0.60	10	\$6.00
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
CA Tax Preparation*	\$600.00	1	\$600.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
Uncashed Funds Sent to Cy pres	Included	1	Included
TOTAL			\$4,666.50

*CPT will file Federal and California taxes in accordance to current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

GRAND TOTAL	\$11,538.79
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TERMS AND CONDITIONS

These Terms and Conditions are made a part of, and incorporated by reference into, any cost proposal or Bid presented by CPT Group, Inc. to Client

1. Definitions.

- a) **"Affiliate"** means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.
 - b) **"Approved Bank"** means a financial institution insured by the Federal Deposit Insurance Corporation with capital exceeding \$1 billion.
 - c) **"Case"** means the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the applicable Order.
 - d) **"Claims Administrator"** means CPT Group, Inc., a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
 - e) **"Client"** means collectively Plaintiff Counsel and Defense Counsel.
 - f) **"Client Content"** means all Class Member written document communications relating to the Case, including claim forms, opt-out forms, and objections, which contain Client Data.
 - g) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under this Agreement, as provided by Client.
 - h) **"Class Member"** means an individual who is eligible under the Settlement Agreement to receive a designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons so designated or addressed therein.
 - i) **"Confidential Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
 - j) **"Court Order"** means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more parties to the Case to carry out a legal obligation pursuant to the Case.
 - k) **"Defendant"** means the named party and/or parties in the Case against whom action is brought.
 - l) **"Defense Counsel"** means the attorney of record for the defendant(s) in the Case.
 - m) **"Intellectual Property Right"** means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
 - n) **"Order"** means a Product purchase in a schedule, statement of work, addendum, exhibit, or amendment signed by Client and CPT.
 - o) **"Parties"** shall mean collectively Defendants, Defense and Plaintiff as defined in the Settlement Agreement or Court Order.
 - p) **"Plaintiff"** means the named party and/or parties in the Case who are bringing the action.
 - q) **"Plaintiff Counsel"** means the attorney of record for plaintiff Class Members in the Case.
 - r) **"Products"** means any and all CPT Services, and work products resulting from Services.
 - s) **"Qualified Settlement Fund"** means the entity as defined by Treasury Regulation section 4686-1 under which a bank account is established to receive settlement funds from the Defendant in the Case, which such funds are then disbursed by CPT according to the Settlement Agreement and pursuant to Court Order.
 - t) **"Service"** means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Class Members; (ii) setting up a Qualified Settlement Fund with a financial institution; (iii) management of disbursement of funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
 - u) **"Software"** means any and all of CPT's proprietary applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
 - v) **"Settlement"** means the total dollar amount agreed to between parties to the Case, as negotiated by Plaintiff Counsel and Defense Counsel, to resolve the Case to mutual satisfaction.
 - w) **"Settlement Agreement"** means the contract between parties to the Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Class Members.
 - x) **"Term"** means the term of the Agreement, as set forth in the Order.
 - y) **"Transmission Methods"** means the secure authorized manner to send Client Data and/or Wire Information as specified on a schedule or Order hereto.
 - z) **"Wire Information"** means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.
2. Client Obligations. Client will ensure that it has obtained all necessary consents and approvals for CPT to access Client Data for the purposes permitted under this Agreement and shall only transmit Client Data and/or Wire Instructions to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Client Data provided under this Agreement. Client shall not send, or attempt to send, Client Data and/or Wire Instructions via email, facsimile, unprotected spreadsheet, USB flash drive or other external or removable storage device, cloud storage provider, or any other method not specified in the Transmission Methods. Notwithstanding the foregoing, Client acknowledges and understands that the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, and/or destroyed. Client further warrants that any Client Data and/or Wire Instructions it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect the Client Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.
3. Security. The Parties and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any personally identifiable information provided by Class Members and/or Client under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such personally identifiable information; (c) protect against unauthorized access to or use of such personally identifiable information that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such personally identifiable information in connection with its disposal. Each Party will respond promptly to remedy any known security breach involving the personally identifiable information provided by you and/or Client under this Agreement and shall promptly inform the other Parties of such breaches.
4. CPT Obligations. Provided that Client complies with all provisions of Section "Client Obligations", CPT will (i) maintain appropriate safeguards for the protection of Client Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Client Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Client.
5. Mutual Obligations.
- a) Resources. Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service.

If there is a delay, the party experiencing the delay will notify the other party as soon as reasonably practicable, and representatives of each party will meet to discuss the reason for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party's delay in performing its obligations may require an amended Order.

- b) **Incident Notification.** Each party will promptly inform the other parties in the event of a breach of Client Data in their possession and shall utilize best efforts to assist the other parties to mitigate the effects of such incident.
6. **Qualified Settlement Fund Account.** At Client's request, CPT shall be authorized to establish one or more bank accounts at an Approved Bank. The amounts held at the Approved Bank under this Agreement are at the sole risk of Client. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
7. **Fees and Payment.** Pricing stated within the proposal is good for 90 Days. All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the Client data and /or notice documents. Client will be invoiced for any remaining fees according to the applicable Order. Pricing stated within any proposal from CPT to Client is for illustrative purposes only and is only binding upon an Order executed by CPT and Client. Payment of fees will be due within 30 days after the date of the invoice, except where this Agreement expressly prescribes other payment dates. All fees set forth in an Order are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation.
8. **Term and Termination.**
- a) **Term.** The Term is set forth in the Order. The Agreement may be renewed by mutual written agreement of the parties.
- b) **Termination for Cause.** Either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- c) **Bankruptcy Events.** A party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
- d) **Effect of Termination.** Immediately following termination of this Agreement, upon Client's written request, Client may retrieve Client Data via Client's secure FTP site in the same format in which the Client Data was originally inputted into the Software, at no additional charge. Alternatively, Client Data can be returned in a mutually agreed format at a scope and price to be agreed. CPT will maintain a copy of Client Data and Client Content for no more than four (4) years following the date of the final check cashing deadline for Class Members under the Settlement Agreement, after which time any Client Data and Client Content not retrieved will be destroyed.
- e) **Final Payment.** If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.
- Confidentiality.** Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement.
- a) **Compelled Disclosure.** If receiving party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such party shall (i) promptly notify the other party, (ii) reasonably cooperate with the other party in such party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each party is advised by its counsel in writing is legally required to be disclosed.
- b) **Remedies.** If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.
10. **Intellectual Property.** As between the parties, CPT will and does retain all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. Client retains all ownership rights to Client Data.
11. **Indemnification.** Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, Covered CPT Parties") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Client Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
12. **Warranties.** Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) the Agreement is a legally valid and binding obligation of such party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
13. **Liability.**
- a) **Liability Cap.** EXCEPT FOR A PARTY'S WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL CLAIMS ADMINISTRATOR FEES PAID OR PAYABLE BY CLIENT TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
- b) **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. **Communications.** CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.

15. Miscellaneous Provisions.

- a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
- b) Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
- f) Assignment. Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.
- h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this

Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.

- i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
- m) Subcontractors. CPT shall notify Client of its use of any subcontractors to perform Client-specific Services. CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.
- o) Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.
- p) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

Exhibit 4



ELM Solutions

2022 Real Rate Report[®]

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

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Report Use Considerations

2022 Real Rate Report

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

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

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

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

Some key factors¹ that drive rates²:

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

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

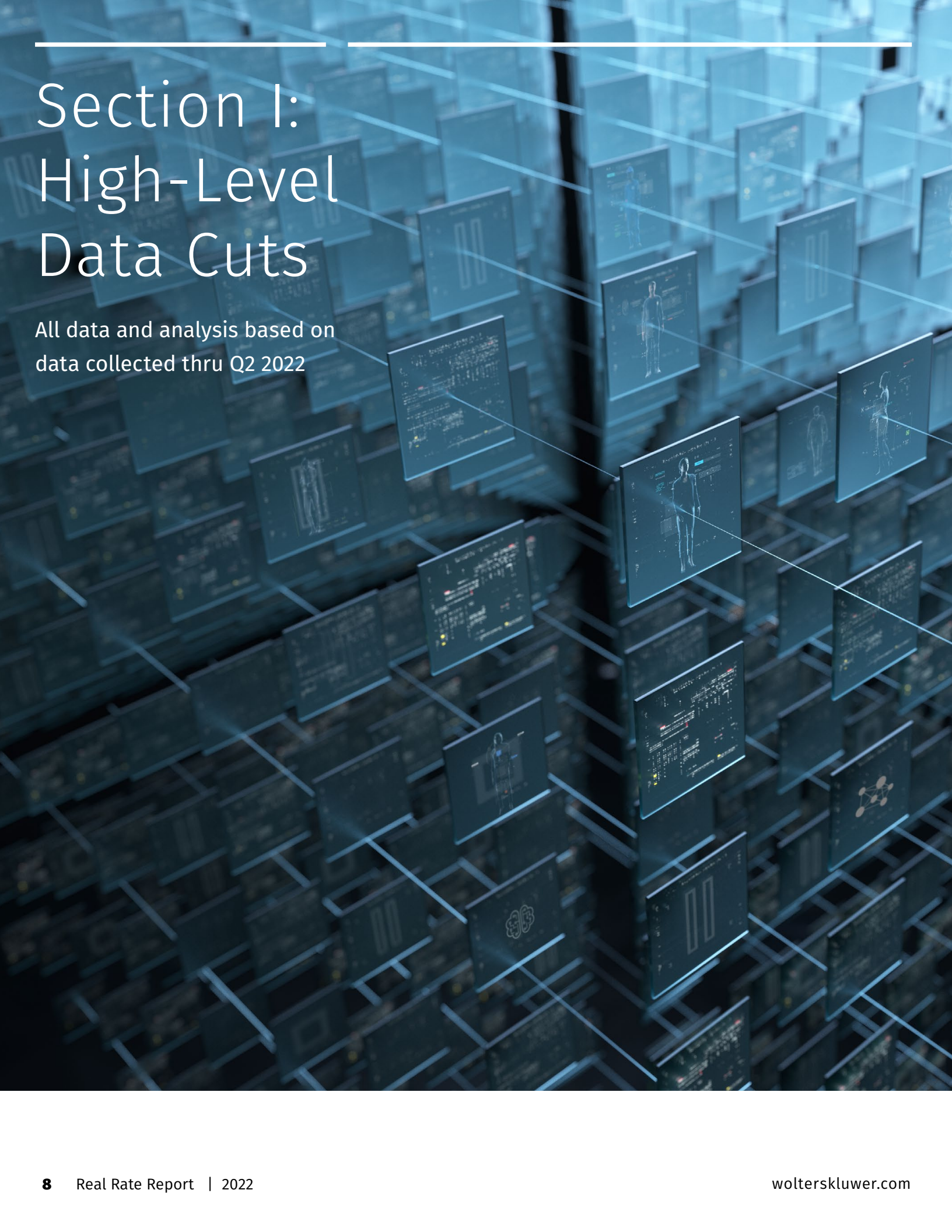
Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural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

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

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

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

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



Section I: High-Level Data Cuts

All data and analysis based on
data collected thru Q2 2022

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Associate

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Partner

Trend Analysis - Mean

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

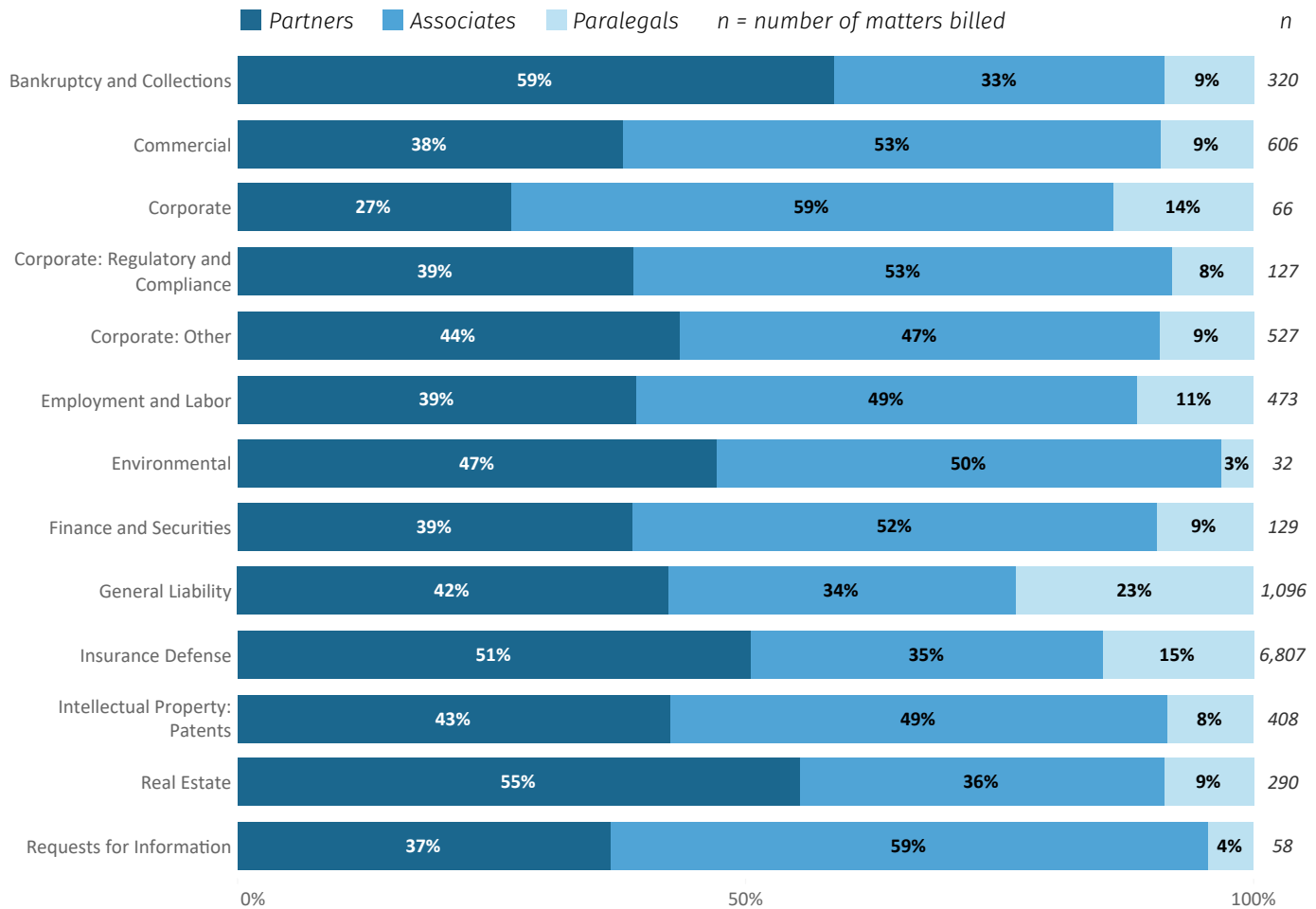
Section VI: Matter Staffing Analysis

All data and analysis based on
data collected thru Q2 2022

Section VI: Matter Staffing Analysis

Long Litigation Matters, More Than 100 Total Hours Billed

2019 to 2022 -- Percentage of Hours Billed per Matter



Section VII: Data Methodology

All data and analysis based on
data collected thru Q2 2022

Appendix: Data Methodology

Invoice Information

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

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

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

Non-Invoice Information

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

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

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

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

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

Appendix: Data Methodology

A Note on US Cities

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

Appendix: Data Methodology

Bankruptcy and Collections

Chapter 11
Collections

General/Other
Workouts and Restructuring

Commercial (Commercial Transactions and Agreements)

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

Corporate¹

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

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

Employment and Labor

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

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

Environmental

General/Other
Health and Safety

Superfund
Waste/Remediation

Finance and Securities

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

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

General Liability

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

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

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

Exhibit 5

Free Newsletter Sign Up

Business & Practice

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

By Roy Strom

Column

June 9, 2022, 2:30 AM

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

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

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

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

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

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

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

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

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

Charge It Up

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

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

Source: Court documents

Bloomberg Law

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Worth Your Time

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

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

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



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

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

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

Documents

[Trustee's Objection](#)

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STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Sandy Sespene, 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 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is ssespene@wilshirelawfirm.com.

On **November 15, 2023**, I served the foregoing **DECLARATION OF JUSTIN F. MARQUEZ IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Ashley Farrell Pickett (SBN 271825)
farrellpicketta@gtlaw.com

Bryan W. Patton (SBN 294910)
pattonbw@gtlaw.com

GREENBERG TRAURIG, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067-2121
Telephone: (310) 586-7700
Facsimile: (310) 586-7800

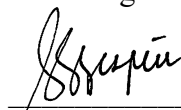
Attorneys for Defendant,
Consolidated Hospitality Supplies, LLC

(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.

(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.

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

Executed on November 15, 2023, at Los Angeles, California.



Sandy Sespene