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

HEATHER BEGLEY, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

GENEWIZ, LLC, a Delaware corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 37-2022-00038762-CU-OE-CTL

CLASS & REPRESENTATIVE ACTION

*[Assigned for all purposes to: Hon. Judy S.
Bae, Dept. C-62]*

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

PRELIMINARY APPROVAL HEARING

Date: August 5, 2025

Time: 9:10 a.m.

Dept: C-62

Complaint filed: September 28, 2022

FAC filed: February 10, 2025

Trial date: Not set

I, Alan Wilcox, declare as follows:

CASE BACKGROUND

4. On September 28, 2022, Plaintiff filed a putative wage-and-hour class action complaint against Defendant for: (1) failure to pay minimum and straight time wages (Labor Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Labor Code §§ 1194 and 1198); (3) failure to provide meal periods (Labor Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (Labor Code §§ 226.7 and 512); (5) failure to timely pay final wages at termination (Labor Code §§ 201-203); (6) failure to provide accurate itemized wage

1 statements (Labor Code § 226); (7) failure to indemnify employees for expenditures (Labor
2 Code § 2802); and (8) unfair business practices (Business and Professions Code 17200 et seq.).
3 On February 10, 2025, Plaintiff filed a First Amended Complaint against Defendant adding
4 claims for civil penalties under Private Attorneys General Act “PAGA” (Labor Code §§ 2698,
5 *et seq.*) Plaintiff sent a notice to Defendant and the California Labor & Workforce Development
6 Agency (“LWDA”) alleging similar wage and hour violations pursuant to the PAGA (Cal. Lab.
7 Code §§ 2699, *et seq.*) on September 29, 2022.

8 DISCOVERY AND INVESTIGATION

9 5. Following the filing of the Complaint, the Parties exchanged documents and
10 information before mediating this action. Defendant produced a sample of time and pay records
11 for class members. Defendant also provided documents of its wage and hour policies and
12 practices during the class period, and information regarding the total number of current and
13 former employees in its informal discovery responses.

14 6. After reviewing documents regarding Defendant’s wage and hour policies and
15 practices, analyzing Defendant’s timekeeping and payroll records, and interviewing Class
16 Members, Class Counsel was able to evaluate the probability of class certification, success on
17 the merits, and Defendant’s maximum monetary exposure for all claims. Class Counsel also
18 investigated the applicable law regarding the claims and defenses asserted in the litigation.
19 Class Counsel reviewed these records and prepared a damage analysis prior to mediation.

20 SETTLEMENT NEGOTIATIONS

21 7. I am informed and believe based upon my review of the relevant records in the
22 files maintained in the regular course of my firm’s business that on December 15, 2023, the
23 parties participated in private mediation with experienced class action mediator Mark Rudy,
24 Esq. The settlement negotiations were at arm’s length and, although conducted in a professional
25 manner, were adversarial. The Parties went into the mediation willing to explore the potential
26 for a settlement of the dispute, but each side was also prepared to litigate their position through
27 trial and appeal if a settlement had not been reached.

28 8. After extensive negotiations and discussions regarding the strengths and

1 weaknesses of Plaintiff's claims and Defendant's defenses, the Parties were able to reach a
2 resolution, the material terms of which are encompassed within the Settlement Agreement.
3 Attached as **Exhibit 1** is a true and correct copy of the Joint Stipulation of Class Action and PAGA
4 Settlement and Release ("Settlement Agreement").

5 9. Class Counsel submitted the proposed Settlement to the LWDA before filing the
6 Motion for Preliminary Approval.

7 10. I requested several bids from experienced class action settlement administrators to
8 handle the responsibilities of the Settlement Administrator under this Settlement. The Parties
9 accepted the bid of ILYM Group, Inc. ("ILYM"). ILYM has multiple years of experience in the
10 field of Class Action Administration, particularly in the wage-and-hour arena. In its bid, ILYM
11 agreed to cap its costs at \$8,650.00 if there are 450 class members. ILYM's bid also accounts for
12 Notice in English and Spanish. A true and correct copy of the bid is attached hereto as **Exhibit 2**.

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

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

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

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

22 THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

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

1 16. Based on an analysis of the facts and legal contentions in this case, documents and
2 information from Defendant, Wilshire Law Firm, PLC evaluated Defendant’s maximum exposure.
3 We took into account the risk of not having the claims certified and the risk of not prevailing at
4 trial, even if the claims are certified. After using the data Defendant provided, including class
5 member timekeeping and payroll records, as well as class member demographics (i.e., the number
6 of class members, workweeks, and average total compensation of the class), with the assistance of
7 a statistics expert, we created a damages model to evaluate the realistic range of potential recovery
8 for the class. The damages model was originally based on the following benchmarks:

9 Total Class Members: 96
10 Terminated Class Members during 3-year statute: 58
11 Total Workweeks: 8,300
12 PAGA Pay Periods: 5,674
13 PAGA Eligible Employees: 67
14 Avg. Hourly Rate: \$46.60

15 The Parties originally provided a fifteen percent (15%) number of additional Workweeks, totaling
16 9,545 Workweeks ($8,300 \times 1.15$) for the original gross settlement amount of \$330,000.00.
17 However, the Parties subsequently agreed to set the end date of the Class Period and PAGA Period
18 on December 16, 2025, and Defendant then determined that the number of Workweeks worked by
19 Settlement Class Members totaled 9,887. Since the Workweeks total through December 16, 2024,
20 exceeded the original buffer by 4%, the Parties agreed to increase the total Gross Settlement
21 Amount to \$343,200.00, 4% higher than the originally agreed upon \$330,000.00.

22 17. Based on Plaintiff’s discovery and investigation, Class Counsel reached the
23 conclusion that Defendant had a policy and practice of not providing its employees with California
24 compliant meal and rest periods, which it did not pay appropriate premiums for, and Defendant
25 required its employees to work “off-the-clock” prior to clocking in for the workday, during meal
26 periods, and after clocking out for the workday, time which it did not pay for, and Defendant failed
27 to reimburse its employees for business-related expenses. Defendant denies these claims.

28 18. Plaintiff alleges that Defendant failed to pay for all hours worked, including

1 minimum wages, straight time wages, and overtime wages, by requiring class members to work
2 off-the-clock, unpaid. For purposes of calculating Defendant's liability based on a best-case
3 scenario for Plaintiff and the Class, we estimate that Defendant's maximum potential exposure by
4 assuming that all unpaid work time should have been paid at the overtime rate, not minimum or
5 straight time wages and I assumed that Defendant is liable for 1 hour of unpaid worktime per week.
6 This results in an original estimate of \$580,170.00 (8,300 Workweeks $\times$ \$46.60 hourly overtime
7 rate $\times$ 1.5 overtime rate $\times$ 1 hour of unpaid work per week) and a revised estimate of \$691,101.30
8 (9,887 Workweeks $\times$ \$46.60 hourly overtime rate $\times$ 1.5 overtime rate $\times$ 1 hour of unpaid work per
9 Workweek), but that figure was discounted by 80% to account for the difficulty of prevailing on a
10 motion for class certification and a trial on the merits because liability depends on whether
11 Defendant knew or should have known that class members were working off-the-clock, yielding
12 an original realistic damage estimate of \$116,034.00 and a revised estimate of \$138,220.26.¹

13 19. With respect to the meal period claim, Plaintiff alleges that Defendant required her
14 and similarly situated class members to either work in lieu of taking meal periods, or their meal
15 periods were untimely or interrupted. Our expert analyzed Defendant's timekeeping records and
16 opined that approximately 80% of all meal breaks had violations of short, missed, or no meal
17 periods. Potential liability for the meal period claim was originally estimated at \$1,454,292.80
18 (8,300 Workweeks $\times$ 4.7 average shifts per Workweek $\times$ \$46.60 $\times$ 80%) and the revised estimate
19 is \$1,732,360.59 (9,887 Workweeks $\times$ 4.7 average shifts per Workweek $\times$ \$46.60 $\times$ 80%). This
20 figure was discounted by 80% to account for the difficulty of certifying and proving meal period
21 claims, as well as Defendant's contention that the claim lacks merit, particularly in light of its
22 numerous meal period premium payments, yielding an original realistic damage estimate of
23 \$290,858.56 and a revised estimate of \$346,472.12.

24 20. With respect to the rest period claim, Plaintiff alleges that Defendant required her
25

26 ¹ 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 and similarly situated class members to work in lieu of taking rest periods, or their rest periods
2 were untimely or interrupted. Assuming a 85% violation rate for the class period based on
3 Plaintiff's and other class members' experience working for Defendant, Defendant's originally
4 estimated potential liability for the rest period claim was \$1,545,186.10 ($8,300 \text{ Workweeks} \times 4.7$
5 $\text{average shifts per Workweek} \times \$46.60 \times 85\%$) and a revised estimate of \$1,840,663.13 ($9,887$
6 $\text{Workweeks} \times 4.7 \text{ average shifts per Workweek} \times \$46.60 \times 85\%$); however, this figure was
7 discounted by 90% to account for the difficulty of certifying and proving rest period claims,
8 particularly because rest periods do not have to be recorded, and to account for the possibility of
9 class members voluntarily choosing to forego a rest period, yielding an original realistic damage
10 estimate of \$154,518.61 and a revised estimate of \$184,066.31.

11 21. Plaintiff additionally alleges that Defendant failed to reimburse necessary business
12 expenses. Defendant's employees (including Plaintiff) were frequently required to use their
13 personal cell phones to communicate with their supervisors and managers about work-related
14 duties. Additionally, Plaintiff and other class members were required to purchase their own
15 Personal Protective Equipment (PPE), such as gloves, lab coats, and goggles, for which they were
16 never reimbursed. For purposes of calculating Defendant's liability based on a best case scenario
17 for Plaintiff and the Class, we estimated that Defendant was liable to each class member for a one
18 time payment of \$15 for the purchase of necessary PPE and \$30 per month, or \$7.50 per
19 Workweek, in unreimbursed expenses, for an originally estimated total amount of \$63,690.00
20 ($\$15.00 \times 96 + 8,300 \times \$7.50$) and a revised estimate of \$75,592.50 ($\$15.00 \times 96 + 9,887 \times \$7.50$);
21 however, we discounted this figure by 80% to account for the difficulty of certifying and proving
22 expense reimbursement claims, particularly in light of written policies and practices providing a
23 mechanism for class member's to seek reimbursement, yielding an original realistic damage
24 estimate of \$12,738.00 and a revised estimate of \$15,118.50.

25 22. In sum, it was originally estimated that Plaintiff's maximum recovery for the off-
26 the-clock claim, meal period violations, rest period violations, and failure to reimburse expenses
27 was \$3,643,338.90 and a realistic estimated recovery for non-penalty claims of \$574,149.17, which
28 could be reassessed at a total of \$4,339,717.52 and a revised realistic estimated recovery for non-

1 penalty claims of \$683,877.19.

2 23. With respect to Plaintiff's derivative claims for statutory and civil penalties,
3 Plaintiff estimated that Defendant's realistic potential liability is \$417,280.96. While Defendant's
4 maximum potential liability for waiting time penalties is \$583,804.80 based on approximately 58
5 terminated class members during the 3-year statute ($58 \times \$46.60 \times 7.2 \text{ hours} \times 30 \text{ days}$),
6 \$570,750.00 for inaccurate wage statements based on approximately 67 class members who
7 worked 5,674 pay periods within the 1-year statute ($\$50.00 \times 67 + \$100 \times 5,674$), and \$567,400.00
8 for PAGA violations based on the Court assessing a \$100 penalty for initial violations for all 5,674
9 pay periods within the 1-year statute, it is unrealistic to expect the Court to award the full
10 \$2,086,404.80 in penalties given Defendant's defenses, the contested nature of Plaintiff's claims,
11 and the discretionary nature of penalties. Considering that, the underlying claims are realistically
12 estimated to be \$574,149.17 or \$683,877.19, such a disproportionate award would also raise due
13 process concerns. Weighing these factors and applying a discount of 80% to account for the risk
14 and uncertainty of prevailing at trial, it is reasonable to estimate \$417,280.96 for statutory and civil
15 penalties.

16 24. Using these estimated figures, Plaintiff originally predicted that the realistic
17 maximum recovery for all claims, including penalties, would be \$991,430.13, with a revised
18 total of \$1,101,158.15. This means that the \$343,200.00 settlement figure represents
19 approximately 35% of the original realistic maximum recovery ($\$343,200.00 \div \$991,430.13 =$
20 34.62%) and 31% of the revised realistic maximum recovery ($\$343,200.00 \div \$1,101,158.15 =$
21 31.17%). Considering the risk and uncertainty of prevailing at class certification and at trial,
22 this is an excellent result for the Class.² Indeed, because of the proposed Settlement, class
23 members will receive timely, guaranteed relief and will avoid the risk of an unfavorable
24

25 ² See, e.g., *Wise v. Ulta Salon, Cosmetics & Fragrance, Inc.* (E.D. Cal. Aug. 21, 2019) 2019
26 WL 3943859 at *8 (granting preliminary approval where the proposed allocation to settle class
27 claims was between 9.53 percent of Plaintiffs' maximum recovery); *Bravo v. Gale Triangle, Inc.*
28 (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 judgment.

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

5 26. This Settlement avoids the risks and the accompanying expenses of further
6 litigation. Although the Parties had engaged in significant amount of investigation, informal
7 discovery and class-wide data analysis, the Parties had not yet completed formal written discovery.
8 Plaintiff intended to depose corporate officers and managers of Defendant. Moreover, preparation
9 for a class certification and a trial remained for the Parties as well as the prospect of appeals in the
10 wake of a disputed class certification ruling for Plaintiff and/or adverse summary judgment ruling.
11 Had the Court certified any claims, Defendant could not move to decertify the claims. As a result,
12 the Parties would incur considerably more attorneys' fees and costs through trial.

13 27. The Net Settlement Amount available for Class Member settlement payments is
14 estimated to be \$160,150.00, for a class of 96 persons and 9,887 Workweeks.³ As a result, each
15 Settlement Class Member is eligible to receive an average net benefit of approximately
16 \$1,668.23, paid at the rate of approximately \$16.20 per Workweek.

17 28. The proposed Settlement of \$343,200.00, therefore, represents a substantial
18 recovery when compared to Plaintiff's reasonably forecasted recovery. When considering the risks
19 of litigation, the uncertainties involved in achieving class certification, the burdens of proof
20 necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that the
21 settlement amount of \$343,200.00 is within the "ballpark" of reasonableness, and preliminary
22 settlement approval is appropriate.

23 ENHANCEMENT AWARD FOR PLAINTIFF IS REASONABLE

24 29. Class Counsel represent that Plaintiff devoted a great deal of time and work assisting
25 counsel in the case, communicated with counsel very frequently for litigation and to prepare for
26

27 ³ The Net Settlement Amount is: \$343,200.00 (gross) - \$114,400.00 (attorneys' fees) -
28 \$30,000.00 (costs) - \$8,650.00 (administration) - \$10,000.00 (enhancement) - \$20,000.00 (PAGA)
= \$160,150.00. $\$160,150.00 \div 96 = \$1,668.23$. $\$160,150.00 \div 9,887 = \$16.20$.

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

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

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

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

26 33. In the final analysis, this class action would not have been possible without the aid
27 of Plaintiff, who put her own time and effort into this Litigation, sacrificed the value of her own
28 individual claims, and placed herself at risk for the sake of the class members. The requested

1 enhancement award for Plaintiff for her service as the class representative and for her general
2 release of all individual claims is a relatively small amount of money when the time and effort put
3 into the Litigation are considered and in comparison to enhancements granted in other class actions.
4 The requested incentive award is therefore reasonable to compensate Plaintiff for her active
5 participation in this lawsuit.

6 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

7 34. The Settlement provides for attorney's fees payable to Class Counsel in an amount
8 up to one-third (1/3) of the Settlement Amount, for a maximum fees award of \$114,400.00, plus
9 actual costs and expenses not to exceed \$30,000.00. The proposed award of attorneys' fees to
10 Class Counsel in this case can be justified under either method – lodestar or percentage recovery.
11 Class Counsel, however, intend to base the proposed award of fees, costs and expenses on the
12 percentage method as many of the entries in the time records will have to be redacted to preserve
13 attorney-client and attorney work product privileges.

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

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

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

28 38. Because most individuals cannot afford to pay for representation in litigation on an

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

9 PLAINTIFF'S COUNSELS' EXPERIENCE

10 39. Wilshire Law Firm, PLC was selected by Best Lawyers and U.S. News & World
11 Report as one of the nation's Best Law Firms for every year since 2020 and is comprised of over
12 120 attorneys and over 600 employees. Wilshire Law Firm, PLC is actively and continuously
13 practicing in employment litigation, representing employees in both individual and class actions
14 in both state and federal courts throughout California.

15 40. I obtained my Bachelor's degree from the University of California, Berkeley in
16 2007. I graduated from Pepperdine University's School of Law and became a member of the
17 California State Bar in 2012.

18 41. Throughout my career up until my employment at Wilshire Law Firm, PLC, I was
19 essentially continuously employed as a civil litigation attorney at multiple law firms. I have
20 represented clients in both state and federal Courts in a wide variety of matters, including contract
21 disputes, wrongful foreclosure unlawful detainer, divorce, product defect, tort, and employment.

22 42. From 2014 to the present, I have been exclusively practicing complex civil litigation
23 representing plaintiff employees in employment matters. In that time, I believe I have become an
24 expert in the field. I have handled both individual wrongful discharge and collective wage and
25 hour actions, with the class action and PAGA matters including *Flores v. Aqua Terra Culinary,*
26 *Inc.*, Monterey Superior Court Case No. 17CV002672, *Garcia v. Construction Innovations Group,*
27 *LLC*, Sacramento Superior Court Case No. 34-2020-00285239, *Kim v. Sheraton Operating Corp.*,
28 Central District of California Case No. 2:17-cv-09247-FMO-E, *Pease v. Wattrans, Inc.*, San

1 Bernardino Superior Court Case No. CIVDS1919832, *Lachman v. Berlitz Languages, Inc.*, Los
2 Angeles Superior Court Case No. 19STCV01533, and *Ruiz v. Del Conte's Landscaping, Inc.*,
3 Alameda Superior Court Case No. RG21113047, among others.

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

13 44. My current hourly billing rate is \$900.00 per hour. I believe that this hourly rate is
14 reasonable and appropriate, given my background and experience. I am generally familiar with
15 hourly rates charged by attorneys in both Southern and Northern California whose training and
16 experience are like mine, and I believe my rate is competitive in both markets for attorneys such
17 as myself. Indeed, a commonly used metric for determining reasonable attorney fee rates based
18 upon years of experience, the Laffey Matrix (<http://www.laffeymatrix.com/see.html>), indicates
19 that it would be reasonable for me to charge approximately \$948.00 per hour. Prior to taking on a
20 Senior Attorney role at Wilshire Law Firm, PLC for multiple years my hourly billing rate stagnated
21 at \$650.00 per hour, following Judge Upinder S. Kalra granting the plaintiff's post-trial motion for
22 attorneys' fees and approving my hours and rate billed in the matter of *Parker v. Innovative Speech*
23 *Therapy and Communications Servs., Inc.*, Los Angeles Superior Court Case No. 19STCV36310,
24 and when Judge Kory Mathewson approved my fee rate for a default judgment in *Segura v. Beyond*
25 *Staffing Solutions, Inc.*, San Bernardino Superior Court Case No. CIVDS1908672. The
26 reasonableness of my firm's hourly rates is also supported by several surveys of legal rates,
27 including the following:
28

1 a. The 2022 Real Rate Report survey compiled by Wolters Kluwer, which presents the
2 real market rates of Los Angeles area attorneys who practice litigation. For that
3 category, the third quartile 2022 rate was \$1,045 per hour for partners and \$855 for
4 associates. Likewise, page 32 of the Report describes the rates charged by 183 Los
5 Angeles partners with “21 or more years of experience” and “Fewer than 21 years.”
6 For those categories, the third quartile Los Angeles partner rate in 2022 were \$1,133
7 per hour for 21 or more years and \$1,075 for attorneys with fewer than 21 years. A
8 true and correct copy of portions of the 2022 Real Rate Report is attached hereto as
9 **Exhibit 3.**

10 b. In an article entitled “Big Law Rates Topping \$2,000 Leave Value ‘In Eye of
11 Beholder,’” written by Roy Strom and published by Bloomberg Law on June 9,
12 2022, the author describes how Big Law firms have crossed the \$2,000-per hour
13 rate. The article also notes that law firm rates have been increasing by just under
14 3% per year. A true and correct copy of this article is attached hereto as **Exhibit 4.**

15 45. Tyler Woods is a Senior Partner at Wilshire Law Firm, PLC. He graduated from
16 the University of California, Davis in 1999 with a Bachelor of Arts degree in Communications
17 with minors in Spanish and Psychology. He received his Juris Doctor from USC Gould School of
18 Law in 2004. Upon graduating from law school, he worked for international firm McDermott Will
19 & Emery LLP practicing general litigation which included employment matters. Since 2010, and
20 exclusively since 2013, his practice focused on labor and employment matters including handling
21 wage and hour class, collective, and representative actions (including the California Private
22 Attorneys General Act or “PAGA”), including at the law firms of McDermott Will & Emery LLP
23 (where he was a partner), Pacific Trial Attorneys (where he was a partner), and labor and
24 employment powerhouse Fisher Phillips (where he was a partner and head of Fisher Phillips (where
25 he was a partner and head of Fisher Phillips Class Action Practice Group). During his time at these
26 law firms, he was the lead trial counsel or took a major leading role in defending employers on
27 numerous wage and hour class, collective, and representative actions. Under his leadership as lead
28 counsel, he successfully defeated class certification of a potential 10,000 plus class as lead counsel

1 on behalf of a nationwide quick service restaurant during his time as defense counsel and
2 negotiated several wage and hour class action settlements that were subsequently approved by the
3 Courts. After leaving Fisher Phillips in 2024, he now represents plaintiff employees and is
4 handling numerous wage and hour class and representative actions in numerous Superior Courts.
5 He has also received numerous awards for his legal work, including being listed as a Rising Star
6 in Los Angeles Super Lawyers from 2009-2011 and 2014 and serving on the board of the Orange
7 County Chapter of the California Restaurants Association.

8 46. Alan Wilcox is a Senior Attorney at Wilshire Law Firm, PLC. He graduated from
9 the University of California, Berkeley in 2007, and graduated from Pepperdine University's School
10 of Law and became a member of the California State Bar in 2012. Throughout his career, Alan
11 has represented clients in both state and federal Courts in a wide variety of matters, including
12 contract disputes, wrongful foreclosure, unlawful detainer, divorce, product defect, tort, and
13 employment matters. From 2014 to the present, he has exclusively practiced complex civil
14 litigation representing plaintiff employees in employment matters. He has handled both individual
15 wrongful discharge and collective wage and hour actions, with the class action and PAGA matters
16 including Flores v. Aqua Terra Culinary, Inc., Monterey Superior Court Case No. 17CV002672,
17 Garcia v. Construction Innovations Group, LLC, Sacramento Superior Court Case No. 34-2020-
18 00285239, Kim v. Sheraton Operating Corp., Central District of California Case No. 2:17-cv-
19 09247-FMO-E, Pease v. Wattrans, Inc., San Bernardino Superior Court Case No. CIVDS1919832,
20 and Lachman v. Berlitz Languages, Inc., Los Angeles Superior Court Case No. 19STCV01533,
21 among others.

22 47. Bradford Smith is a Settlement Attorney at Wilshire Law Firm, PLC. He graduated
23 from the University of California, Irvine with a Bachelor of Arts in History and received his Juris
24 Doctor from Loyola Law School, Los Angeles in 2022. He was admitted to practice law in the
25 State of California in 2022. Before joining Wilshire Law Firm, PLC, he worked at a law firm
26 specializing in insurance defense litigation. His focus now is on wage and hour class action
27 litigation.

1 48. Justin F. Marquez is a former Senior Partner at Wilshire Law Firm, PLC who was
2 actively involved in the litigation and resolution of this matter from its inception through December
3 2024. He graduated from the University of California, Los Angeles's College Honors Program in
4 2004 with Bachelor of Arts degrees in History and Japanese, *magna cum laude* and *Phi Beta*
5 *Kappa*. As an undergraduate, he also received a scholarship to study abroad for one year at Tokyo
6 University in Tokyo, Japan. He received his Juris Doctor from Notre Dame Law School in 2008.
7 He has received numerous awards for his legal work. From 2017 to 2020, Super Lawyers selected
8 him as a "Southern California Rising Star," and from 2022 to 2025, he was selected as a "Southern
9 California Super Lawyer." He was selected as one of the "Best Lawyers in America" from 2023
10 to 2025. In 2016 and 2017, the National Trial Lawyers selected him as a "Top 40 Under 40"
11 attorney. In 2024, he, along with his colleagues at Wilshire Law Firm, PLC, received a CLAY
12 (California Lawyer Attorneys of the Year) award for his work on a false advertising case against
13 Apple which ultimately led to a \$25 million settlement. His contingent hourly rate while at
14 Wilshire Law Firm, PLC was \$1,500 per hour.

15 49. Molly DeSario was a Partner at my office. She graduated cum laude from the Carl
16 H. Lindner School of Business at the University of Cincinnati in 1999 and received her Juris Doctor
17 from Northeastern University School of Law in 2003. Ms. DeSario has over 19 years of experience
18 in litigating class action and mass litigation and has spent 16 years prosecuting class and PAGA
19 actions at well-known plaintiff-side wage and hour firms in California. As a Partner, Ms. DeSario
20 oversaw the prosecution of hundreds of representative wage and hour actions in California state
21 and federal courts.

22 50. Arsine Grigoryan was an Associate Attorney at my office. She earned two Bachelor
23 of Arts degrees from the University of California, Berkeley in (1) Political Science with an
24 emphasis on international relations and (2) Media Studies. She obtained her Juris Doctor degree
25 from Southwestern Law School. She is presently admitted to practice in all state courts of
26 California (admitted in 2017) and before all federal district courts in California. The focus of her
27 practice at Wilshire Law Firm, PLC is currently on class action wage-and-hour law, including
28 Private Attorneys General Act of 2004 ("PAGA") matters. Prior to joining Wilshire Law Firm,

1 PLC, she worked at a law firm specializing in wage-and-hour class action cases. She handled more
2 than a dozen active class action matters currently pending and prosecuting multiple PAGA
3 collective action matters in various courts throughout the State of California.

4 51. Dorota A. James was an Associate Attorney at my office. She earned her master's
5 degree in law and business administration at the University of Wroclaw, where she received
6 recognition as an outstanding alumna. She also holds a J.S.D. degree in Comparative Law Studies
7 and a master's degree in German law from the University of Saarland (Germany). She then went
8 on to get an LL.M. degree in Comparative Law at the University of San Diego Law School. She
9 is presently admitted to practice in all state courts of California (admitted in 2016) and before all
10 federal district courts in California. Prior to joining Wilshire Law Firm, PLC in May 2024, Ms.
11 James gained invaluable litigation experience working at various Plaintiffs and defense firms,
12 including ShortLegal, APC, Tyson Mendes, LLP, and Dinsmore and Shohl, LLP. Ms. James'
13 practice was primarily focused on wage-and-hour class and representative action litigation brought
14 on behalf of employees. She also litigated discrimination and harassment cases as individual and
15 complex multi-party litigation.

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

18 Executed on July 21, 2025, at Santa Rosa, California.

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21 Alan Wilcox
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EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

HEATHER BEGLEY, individually, and on
behalf of all others similarly situated,
Plaintiff,

v.

GENEWIZ, LLC, a Delaware corporation;
and DOES 1 through 10, inclusive,
Defendants.

CASE NO.: 37-2022-00038762-CU-OE-CTL

ASSIGNED FOR ALL PURPOSES TO THE
JUDGE CAROLYN CAIETTI, DEPT. 70

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

1 This Class Action Settlement Agreement, Release and Stipulation is entered into between
2 GENEWIZ, LLC (“Defendant”) and Plaintiff HEATHER BEGLEY (“Named Plaintiff”) in the Action
3 (as defined below).

4 **DEFINITIONS**

5 1. **Action.** The “Action” means the class action complaint and charges, including
6 the lawsuit entitled, *Heather Begley v. Genewiz, LLC*, San Diego County Superior Court Case No. 37-
7 2022-00038762-CU-OE-CTL.

8 2. **Agreement.** “Agreement” shall refer to the instant Class Action Settlement
9 Agreement, Release and Stipulation.

10 3. **Class Counsel.** “Class Counsel” means Wilshire Law Firm and/or any
11 successor(s) thereof.

12 4. **Class Members, the Class, and Settlement Class Members.** “Class Members”
13 means all persons who are employed or have been employed by GENEWIZ, LLC in the State of
14 California as hourly and/or other non-exempt employees during the Class Period. The “Settlement
15 Class” or “Settlement Class Members” means all Class Members other than those who opt-out (see
16 Paragraphs 21 and 57.d).

17 5. **Class Notice.** “Class Notice” means the document mutually agreed upon by the
18 Parties and approved by the Court to be sent to the Class in English and Spanish following preliminary
19 approval that includes the scope of release language for Settled Claims, notifies Class Members of the
20 Settlement, explains the Settlement and Class Members’ options, including how Class Members may
21 opt out or object to the Settlement, and explains the facts and methods of Class Member’s estimated
22 settlement payment calculations, substantially in the form attached hereto as “**Exhibit A**”.

23 6. **Class Period.** “Class Period” means the period of time beginning on September
24 28, 2018, through December 16, 2024, subject to the Settlement Cap Provision in Paragraph 51g.

25 7. **Complaint.** “Complaint” means the lawsuit entitled, *Heather Begley v.*
26 *Genewiz, LLC*, San Diego County Superior Court Case No. 37-2022-00038762-CU-OE-CTL, filed
27 with the San Diego County Superior Court on or around September 28, 2022, including any
28 amendments such as those required by paragraph 46.

8. The Court. The “Court” refers to the San Diego County Superior Court or other court or courts that will approve the Action, whether individually or together.

9. Day. “Day” refers to a calendar day(s) unless otherwise stated. If any designated date or deadline falls on a weekend or holiday, the designated date or deadline will occur on the next business day.

10. Defendant. “Defendant” means GENEWIZ, LLC.

11. Effective Date. “Effective Date” means the first business day following the last of the following occurrences: (i) if no Class Member and/or PAGA Member timely and properly intervenes, files a timely motion to vacate the Final Judgment under, or objects or otherwise challenges the Settlement, then sixty-one (61) days after the date the Court enters an Order Granting Final Approval of the Settlement and Final Judgment; or (ii) if a Class Member and/or PAGA Member timely intervenes or files a motion to vacate the Final Judgment, or objects or otherwise challenges the Settlement, and files a timely appeal or other challenge, then five (5) days after the Court receives the mandate reflecting the final resolution of that appeal (including any requests for rehearing and/or petitions for *certiorari*), resulting in final and complete judicial approval of the Settlement in its entirety without modification, with no further challenge to the Settlement being possible. Defendant shall deposit all sums necessary to fund the Settlement after the Effective Date based on the schedule explained in Paragraph 51 of this Agreement. In the event an appeal, writ, motion challenging the judgment or other collateral attack is made after the Effective Date, the funds shall not be distributed until all challenges are resolved in a manner that upholds the Settlement in its entirety and shall be returned if the Agreement is not finally and completely approved in all respects.

12. Exclusion Period. The “Exclusion Period” means the time period commencing on the date the Class Notice is mailed to Class Members via First Class U.S. and ending forty-five (45) days later on the deadline to submit an Opt-Out Request or Objection. Class Members to whom the Class Notice are remailed after having been returned undeliverable to the Administrator shall have an additional fifteen (15) days beyond the Exclusion Period that has expired.

13. Final Judgment. “Final Judgment” means the Court’s order granting final approval of the Settlement, substantially similar to the draft in **Exhibit B**, with any Court required

1 modifications. The Final Judgment will constitute a binding and final resolution of any and all claims
2 by the Named Plaintiff and all Settlement Class Members as to all Settled Claims and all PAGA
3 Members as to all Settled PAGA Claims as set forth in this Agreement.

4 14. Final Settlement Approval Hearing. “Final Settlement Approval Hearing”
5 means the hearing at which the Court shall consider the motion for final approval of this Settlement
6 and determine whether to fully and finally approve the fairness and reasonableness of this Settlement
7 and Agreement, and enter an order barring through collateral estoppel and/or res judicata Settlement
8 Class Members from asserting Settled Claims against Released Parties and all PAGA Members from
9 pursuing Settled PAGA Claims against Released Parties.

10 15. Funding Payments. “Funding Payments” means the payment(s) remitted to the
11 Settlement Administrator (“SA”) by or on behalf of Defendant following Final Judgment and the
12 Effective Date in full and complete discharge of the entire monetary obligation of Defendant in an
13 amount equal to the GSA, which, as set forth herein, shall satisfy all outstanding and awarded
14 Settlement Payments, PAGA Payments, attorneys’ fees and costs awarded to Class Counsel, the
15 Named Plaintiff’ enhancement awards as awarded by the Court, outstanding payments to the SA as
16 approved by the Court for settlement administration costs, and the payment to the Labor Workforce
17 Development Agency (or “LWDA”), other than employer-side payroll taxes and minus any amounts
18 already paid under the Agreement.

19 16. Gross Settlement Amount or GSA. “Gross Settlement Amount” or “GSA”
20 means a fixed total payment of Three Hundred Forty-Three Thousand Two Hundred Dollars and Zero
21 Cents (\$343,200.00), payable by Defendant under this Agreement, which shall satisfy all outstanding
22 and awarded Settlement Payments, PAGA Payments, attorneys’ fees and costs awarded to Class
23 Counsel, the Named Plaintiff’s enhancement awards as awarded by the Court, outstanding payments
24 to the SA as approved by the Court for settlement administration costs, and the PAGA payment,
25 including the payment to the LWDA, other than additional employer-side payroll taxes which shall be
26 paid by Defendant as stated in this Agreement.

17. Last Known Address. “Last Known Address” means the most recently recorded mailing address for a Class Member and/or PAGA Member contained in Defendant’s records.

18. Named Plaintiff. “Named Plaintiff” individually and collectively means Heather Begley.

19. Net Settlement Amount or “NSA”. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount less the amounts deducted pursuant to Paragraphs 51a through 51e of this Agreement, including deductions of the amounts awarded to Class Counsel, the enhancement award to the Named Plaintiff, the payment to the LWDA to resolve claims under the PAGA, and the costs awarded for settlement administration owed pursuant to this Agreement.

20. Objection. “Objection” means a written request, which a Class Member may submit no later than the last day of the Exclusion Period and in the form specified in Paragraph 58 in order to object to the Settlement, or a personal appearance, or other appearance permitted by the Court, at the final approval hearing to object.

21. Opt-Out Request. “Opt-Out Request” must (1) contain the name, address, and telephone number of the person requesting exclusion; (2) contain the last four numbers of the Class Members’ social security number or the employee number or dates of employment or provide a similar basis to identify the individual; (3) be signed by the Class Member; (4) be postmarked or fax stamped within the Exclusion Period [45 days after mailing date, or an additional 15 days beyond the original 45 days if the Class Notice was remailed] and returned to the Settlement Administrator at the specified address or fax number. (See Paragraph 57.d.) A Class Member who opts-out and otherwise qualifies as a PAGA Member will remain a PAGA Member despite opting out of the Class Settlement.

22. Order of Final Approval or Order Granting Final Approval of Settlement. “Order of Final Approval” or “Order Granting Final Approval of Settlement” or “Final Approval” means the order issued in conjunction with the entry of the Final Judgment to be submitted by the Named Plaintiff together with the Motion for Final Approval of the Settlement for entry and filing by the Court as specified in this Settlement.

23. PAGA Period. “PAGA Period” means the period of time beginning on September 29, 2021, and December 16, 2024, subject to the Settlement Cap Provision in Paragraph 51g.

24. PAGA Member. “PAGA Members” means all past and present non-exempt employees of Defendant in the state of California during the PAGA Period.

25. PAGA Payment and PAGA Allocation. Of the Gross Settlement Amount, \$20,000 shall be paid for the PAGA claims. “PAGA Allocation” means the amounts distributed among PAGA Members and is the \$5,000 amount (remaining from the \$20,000.00 after subtracting the \$15,000 allocated to the LWDA) divided by the total number of PAGA Workweeks Worked credited to all PAGA Members. Each PAGA Member’s PAGA Payment is equal to the PAGA Workweek Rate multiplied by his or her individual PAGA Workweeks Worked pursuant to the records of Defendant, and will be paid to the PAGA Member even if they opt-out of the Class Settlement.

26. PAGA Workweeks Worked. “PAGA Workweek Worked” means the number of workweeks credited to a PAGA Class Member during the PAGA Period (for the Settled PAGA Claims) wherein a PAGA Class Member worked some time for Defendant, as determined by Defendant’s records.

27. Parties. “Parties” means Named Plaintiff, individually on behalf of herself and on behalf of all Class Members, PAGA Members and interests of the Labor Workforce Development Agency (“LWDA”), and Defendant.

28. Preliminary Approval Order. “Preliminary Approval Order” is the order entered and filed by the Court that preliminarily approves the terms and conditions of this Agreement, including approval of the Parties’ Agreement that specifies the content of notice and manner in which notice will be provided to the Class and responded to by the Class, substantially in the form attached hereto as “**Exhibit A**”.

29. Released Parties. “Released Parties” means Defendant and its respective present and former parents, owners, subsidiaries, and any affiliated or related persons or entities and each of their respective directors, officers, shareholders, owners, members, employees, partners, attorneys, and agents, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

30. Settlement Administrator. “Settlement Administrator” or “SA” ILYM Group, Inc. (“ILYM”) or such other neutral administrator as chosen by the Parties and approved by the Court (see Paragraph 55a).

31. Settled Claims. “Settled Claims” means all claims, allegations and assertions that were alleged, or reasonably could have been alleged, based on the facts, allegations, assertions and claims in the operative Complaint during the Class Period and ascertained in the course of the Action, and includes,

(a) Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);

(b) Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);

(c) Failure to Provide Meal Periods and pay premiums (Cal. Lab. Code §§ 226.7, 512);

(d) Failure to Authorize and Permit Rest Periods and pay premiums (Cal. Lab. Code §§ 226.7);

(e) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);

(f) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);

(g) Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802); and

(h) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*)

“Settled Claims” includes all types of relief available for the above-referenced claims, including, without limitation, any claims for damages, restitution, losses, civil and statutory penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. The Final Judgment shall expressly provide that it covers and based on the doctrines of res judicata and/or collateral estoppel bars as a matter of law each and every Class Member from asserting any Settled Claims, as defined and limited by this Agreement, except for Class Members who have timely opted out of the Settlement.

Settlement Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. The Parties hereby agree to a release by Plaintiff of all claims which were or

could have been asserted in Plaintiff's Complaint in this Action. Plaintiff agrees not to object to or seek exclusion from the settlement and further agrees to not appeal any orders preliminarily or finally approving the settlement.

32. Settled PAGA Claims. "Settled PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged in the operative Complaint and the PAGA Notice during the PAGA Period based on the facts, allegations, assertions and claims in the operative Complaint and PAGA Notice, and, including, (a) Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (b) Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198); (c) Failure to Provide Meal Periods and pay premiums (Cal. Lab. Code §§ 226.7, 512); (d) Failure to Authorize and Permit Rest Periods and pay premiums (Cal. Lab. Code §§ 226.7); (e) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (f) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); (g) Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802); (h) failure to pay wages twice per month (Cal. Lab. Code § 204); and (i) failure to maintain accurate records of hours worked and meal periods. "Settled PAGA Claims" includes all types of relief available for the above-referenced claims, including, without limitation, any claims for civil penalties, attorneys' fees, costs, and declaratory relief. The Final Judgment shall expressly provide that it covers and based on the doctrines of res judicata and/or collateral estoppel bars Plaintiff, LWDA, the State of California, and any other representative, proxy, or agent thereof, including but not limited to any and all PAGA Members from prosecuting "Settled PAGA Claims" that arose during the PAGA Period.

33. Settlement Class/Settlement Class Member(s). "Settlement Class Member" means all Class Members other than those who have timely and validly submitted Opt-Out Requests and thereby excluded themselves from releasing Settled Claims from the Settlement.

34. Settlement Payment. "Settlement Payment" means a payment pursuant to a Settlement Class Member's pro rata allocation of the NSA as specified in Paragraph 51.

35. Settlement Proceeds Distribution Deadline. "Settlement Proceeds Distribution Deadline" means a date that is fourteen (14) days after the Funding Payment has been made by Defendant to the SA based on the schedule explained in Paragraph 61 of this Agreement.

36. Updated Address. “Updated Address” means a mailing address that was updated by a reasonable address verification measure of the SA or by an updated mailing address provided by the United States Postal Service for a Class Member or PAGA Member.

37. Workweek Rate. “Workweek Rate” for the Settled Claims means the amount yielded from dividing the Net Settlement Amount by the total of all Workweeks Worked credited to all Settlement Class Members during the Class Period. Each Settlement Class Member’s settlement payment is equal to his or her individual Workweeks Worked during the Class Period and multiplied by the Workweek Rate. Therefore, the amount of each Settlement Class Member’s Individual Settlement Payment is tied to the number of Workweeks Worked that each Settlement Class Member worked for Defendant in the State of California in comparison to all Workweeks Worked by all Settlement Class Members in the State of California during the Class Period. Similarly, for the Settled PAGA Claims, “Workweek Rate” means the amount yielded from dividing the PAGA Allocation by the total of all Workweeks Worked credited to all PAGA Members during the PAGA Settlement Period.

38. Workweeks Worked. A “Workweek Worked” means the number workweeks worked by a Class Member during the Class Period or PAGA Member during the PAGA Settlement Period (for the Settled PAGA Claims), as determined or estimated by Defendant’s records and as only subject to revision pursuant to this Agreement.

RECITALS

39. Named Plaintiff filed a class action lawsuit on September 28, 2022 against Defendant alleging eighth causes of action for: (1) Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal Periods and pay premiums (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Periods and pay premiums (Cal. Lab. Code §§ 226.7); (5) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (6) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); (7) Failure to Indemnify

1 Employees for Expenditures (Cal. Lab. Code § 2802); and (8) Unfair Business Practices (Cal. Bus. &
2 Prof. Code §§ 17200, *et seq.*).¹

3 40. Named Plaintiff submitted the PAGA Notice on September 29, 2022, in case
4 number LWDA-CM-911058-22, alleging the same claims as the Complaint along with failure to pay
5 wages twice per month (Cal. Lab. Code § 204) and failure to maintain accurate records of hours worked
6 and meal periods.

7 41. Defendant filed an answer to the Complaint and denied all allegations and
8 claims asserted therein. Defendant denies that it engaged in any misconduct in connection with its
9 wage-and-hour practices and that it has any liability or engaged in wrongdoing of any kind associated
10 with the claims alleged in the Action, including any Settled PAGA Claims. Defendant contends that
11 it has complied at all times with both federal and state wage-and-hour laws, and all other laws
12 regulating the employer-employee relationship that relate to the employment of Named Plaintiff and
13 the Class and PAGA Members.

14 42. Defendant and Class Counsel, on behalf of Named Plaintiff and the Class
15 Members and aggrieved employees, attended mediation with Mark Rudy on December 14, 2023. The
16 Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive
17 arms-length negotiations between the Parties supervised by an experienced employment law mediator.
18 The Parties agree that the Agreement is entered into in good faith as to each Class Member and PAGA
19 Member and that the Settlement is fair, reasonable and adequate as to each Class Member and PAGA
20 Member.

21 43. Class Counsel is of the opinion that this Settlement is fair, reasonable, and
22 adequate, and in the best interest of the Class and PAGA Members and other relevant interests in light
23 of all known facts and circumstances, including the benefits conferred by the Settlement, the risk of
24 significant delay, the uncertainty and risk of the outcome of further litigation, the burdens of proof
25 necessary to establish liability, defenses asserted to the merits, including but not limited to the
26 affirmative defenses asserted as to Settlement Class Members, the risks of proceeding on any class

27 _____
28 ¹ This Agreement requires an amended Complaint asserting PAGA claims to assert all claims in the PAGA letter as
described below, pursuant to Paragraph 46.

1 claims and PAGA claims, including class certification, the difficulties in establishing damages and
2 penalties, and the numerous potential appellate issues. While Defendant specifically denies any
3 liability or wrongdoing in the Action, Defendant has agreed to enter into this Settlement to avoid the
4 cost and business disruption associated with defending the Action. Defendant has claimed and
5 continue to claim that the Settled Claims and Settled PAGA Claims have no merit and do not give rise
6 to liability. This Agreement is a compromise of disputed claims. This Agreement, made and entered
7 into by and between the Named Plaintiff (on behalf of herself and on behalf of the Class Members and
8 PAGA Members and interests of the state of California, including the LWDA) and Defendant, each
9 with the assistance of its respective counsel or attorneys of record, is intended to fully, finally, and
10 forever settle, compromise and discharge the Settled Claims and Settled PAGA Claims against the
11 Released Parties, subject to the terms and conditions set forth herein.

12 44. Because the Class Case is pled as a class action, this Settlement must receive
13 preliminary and final approval by the Court. Because the PAGA Case is pled as a PAGA action, this
14 Settlement is subject to approval by the Court. Accordingly, the Parties enter into this Agreement on
15 a conditional basis.

16 **TERMS AND CONDITIONS OF SETTLEMENT**

17 NOW THEREFORE, in consideration of the recitals listed above and the promises and
18 warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of
19 the consideration and undertakings set forth herein, the Named Plaintiff, individually on behalf of
20 herself and on behalf of the Class Members and PAGA Members and LWDA and state of California's
21 interests, on the one hand, and Defendant, on the other hand, agree that the Action shall be, and is
22 finally and fully compromised and settled on the following terms and conditions.

23 45. Non-Admission of Liability. The Parties enter into this Agreement to resolve
24 the dispute that has arisen between them and to avoid the burden, expense and risk of continued
25 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, that it
26 and any of Released Parties have: violated any federal, state, or local law; violated any regulations or
27 guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal
28 requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation

or deception; or engaged in any other unlawful conduct with respect to Defendant's employees or any other person or entity. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it or proceedings, payouts or other events associated with it, shall be construed as an admission or concession by Defendant of any such violation(s) or failure(s) to comply with any applicable law by Defendant or any other Released Parties. Except as necessary in a proceeding to approve, interpret or enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of the Released Parties or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law. In addition, as set forth in Paragraph 69, the Parties intend this Settlement to be contingent upon the preliminary and Final Approval of this Agreement; and in the event Final Approval of this Agreement is not obtained the Parties do not waive, and instead expressly reserve, their respective rights to prosecute and defend this Action as if this Agreement never existed in the event the Settlement is not fully and finally approved as set forth herein. In the event that this Agreement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court or any other court with jurisdiction over the Action, the Parties will cooperate with each other and will work expeditiously in good faith to address the Courts concerns by revising the Agreement as necessary to obtain Final Approval.

46. Amendment of Complaint. Solely for purposes of settling this matter, Named Plaintiff will file an amended Complaint with the approving Court asserting all claims asserted in the PAGA Notice, which shall be the operative Complaint in this Action. The Complaint will add all allegations in the PAGA Notice and the definition of the PAGA Period and PAGA Members. The Amended Complaint will also substitute in the Class Member and Class Period definitions consistent with the Agreement. Solely for purposes of implementing the Settlement, the Parties stipulate that the amendments of the claims shall relate back to the filing of the original Complaint, and shall cover the Class Period and PAGA Period; the Parties agree the proposed preliminary approval order and Final Judgment shall request that should the Settlement not be fully and finally approved, any preliminary certification of a class for settlement purposes shall be deemed void and the Parties shall revert to their

positions prior to entering the Settlement in all respects. Unless otherwise ordered by the Court, Defendant shall be excused from responding to Plaintiffs' First Amended Class & Representative Action Complaint during the settlement approval process. Defendant shall have thirty (30) days from the date of any order denying approval of the settlement to file a responsive pleading to Plaintiffs' First Amended Class & Representative Action Complaint.

47. Stipulation for Class Certification. The Parties stipulate to the certification of this Settlement Class for purposes of this Settlement only. If, however, the Settlement does not become final for any reason, despite the Parties expeditious and good faith efforts required in paragraph 45, the Parties' Agreement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, whether class certification would be appropriate in any other context in this Action.

48. Release of Settled Claims. As of the Effective Date, Named Plaintiff and all Settlement Class Members hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all Settled Claims against any and all Released Parties. The Settlement includes a release of all Settled Claims that arose during the Class Period by Settlement Class Members employed at any time during the Class Period.

a. The Parties agree for settlement purposes only that, because the Class Members are so numerous, it is impossible or impracticable to have each Class Member execute this Agreement. Accordingly, the Class Notice will advise all Class Members of the binding nature of the Agreement and such notice shall have the same force and effect as if the Agreement were executed by each Class Member.

b. Named Plaintiff and Class Counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged, except as set forth herein.

49. Release of Settled PAGA Claims. As of the Effective Date, Named Plaintiff, LWDA, the State of California, and any other representative, proxy, or agent thereof, including but not limited to any and all PAGA Members, hereby do and shall be deemed to have fully, finally, and

1 forever released, settled, compromised, relinquished and discharged all "PAGA Claims" that arose
2 during the PAGA Period against any and all of the Released Parties. Subject to Court approval, the
3 Agreement includes a settlement of all Settled PAGA Claims during the PAGA Period by LWDA, the
4 State of California, and PAGA Members to the fullest extent permitted under the law, including
5 settlement contemplated in Labor Code section 2699(1)(2).

6 50. Individual Releases of Claims. In addition to the releases made by the
7 Settlement Class Members and PAGA Members set forth in this Agreement, Named Plaintiff releases,
8 as an individual and in addition to the Settled Claims and Settled PAGA Claims described above, all
9 claims, whether known or unknown, under federal law or state law against the Released Parties. The
10 Parties understand and agree that Plaintiff is not, by way of this release, releasing any claims which
11 cannot be released as a matter of law, including, but not limited to, worker's compensation claims, etc.
12 Notwithstanding the foregoing, Named Plaintiff understands that this release includes unknown claims
13 and that Named Plaintiff is, as a result, waiving all rights and benefits afforded by Section 1542 of the
14 California Civil Code, which provides:

15
16 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
17 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
18 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
19 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
20 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
21 **DEBTOR OR RELEASED PARTY.**

22 51. Settlement Payments and Calculation of Claims. Subject to the Final Approval
23 of the Settlement and the conditions specified in this Agreement, and in consideration of the mutual
24 covenants and promises set forth herein, Defendant agrees to make a payment or payments as set forth
25 herein totaling the fixed amount of Three Hundred, Forty-Three Thousand Two Hundred Dollars and
26 Zero Cents (\$343,200.00). The GSA shall fully satisfy Defendant's obligations for any and all
27 payments, fees and costs identified in the Agreement, including, but not limited to, any payments to
28 be made to the Named Plaintiff, Settlement Class Members, PAGA Members, the LWDA, Class
Counsel's attorneys' fees and out-of-pocket litigation expenses and costs, and settlement
administration costs. Other than employer-side payroll taxes, in no event shall Defendant be required

to pay any amounts above the GSA under this Settlement and this Agreement except as set for in Paragraph 51g. The Parties agree, subject to Court approval, that the GSA shall be apportioned as follows:

a. Attorneys' Fees. Class Counsel will apply to the Court for an award of attorneys' fees of no more than one third (1/3) of the GSA or One Hundred Fourteen Thousand Four Hundred Dollars and Zero Cents (\$114,400.00). The attorneys' fees shall come from and be deducted from the GSA and paid out as set forth herein. Defendant will not oppose such application.

b. Attorneys' Costs. Named Plaintiff and Class Counsel shall request approval of payment of up to but not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) in attorneys' costs, including any litigation costs, which will be deducted from the GSA and paid out as set forth herein. Defendant will not oppose such application. Attorneys' fees as specified in the preceding Paragraph and costs as specified in this Paragraph shall cover all claimed and unclaimed attorneys' fees, attorneys' costs and other amounts payable or awardable against Defendant for Class Counsel's work, effort or involvement in the Action and in carrying out the Agreement and includes any and all work, effort or involvement to carry out the terms of the Agreement and as may be potentially or actually necessary or advisable to defend the Agreement and/or Settlement through appeal, or collateral attack or in any other forum or proceeding. These specified Attorneys' Fees and Costs shall be the sole payment for attorneys' fees and costs and, otherwise, the Parties and Class Members and their counsel shall bear their own fees and costs in connection with the Action. Should the Court approve lesser amounts for Attorneys' Fees and Costs, the difference shall be added to the NSA.

c. Administration Fees and Costs. Class Counsel will also apply to the Court for approval of SA costs in an amount of \$8,650.00, which will be deducted from the GSA. Defendant will not oppose such application. Class Counsel will specify the amount sought for such costs, up to the foregoing maximum, in Named Plaintiff' motions for preliminary and Final Approval of the Settlement.

d. Named Plaintiff's Enhancement and General Release Payment. Class Counsel will apply to the Court for approval of an enhancement award in an amount not to exceed Ten

1 Thousand Dollars and Zero Cents (\$10,000.00) to be paid to Named Plaintiff, from which fifty percent
2 (50%) shall be deemed consideration for a general release and from which fifty percent (50%) shall
3 be for assuming the risks associated with this litigation (including for assuming the risks in the PAGA
4 case). Defendant will not oppose such application. The enhancement award is included in, and shall
5 be deducted from, the GSA. Should the Court approve a lesser amount, the difference shall be added
6 to the NSA.

7 e. PAGA Allocation and Payments. Pursuant to California Labor Code
8 Section 2698, *et seq.*, the Parties designate Twenty Thousand Dollars and Zero Cents (\$20,000.00) of
9 the GSA to resolve any PAGA claims (including penalties sought for Named Plaintiff' employment
10 and penalties sought under the PAGA for all other PAGA Members' employment and payment to the
11 LWDA).

12 i. Defendant shall pay seventy five percent (75%) of that amount,
13 or Fifteen Thousand Dollars and Zero Cents (\$15,000.00), to the LWDA and the remainder to PAGA
14 Members. In the event the LWDA refuses to accept the above amount in full for all civil penalties to
15 PAGA Members in connection with the civil penalty claims alleged in this Action, or in the event the
16 LWDA or anyone on its behalf otherwise challenges the above allocation or the Settlement, the Parties
17 shall work in good faith to revise the allocation so that it is accepted.

18 ii. The remaining Five Thousand Dollars and Zero Cents
19 (\$5,000.00) shall be paid to PAGA Members by multiplying the PAGA Workweek Rate by each
20 individual PAGA Member's PAGA Workweeks Worked.

21 f. Net Settlement Amount. The NSA will be the amount remaining after
22 deducting the amounts specified in Paragraphs 51a through 51e above (including deducting the amount
23 in 51e.ii, which will be separately distributed to PAGA Members).

24 g. Estimate of Workweeks Worked and Escalator Provision and
25 Discretionary Cap. For purposes of this settlement, Defendant originally estimated that there were
26 8,300 workweeks worked by the Settlement Class Members through December 3, 2023. The Parties
27 originally provided a fifteen percent (15%) number of additional workweeks, totaling 9,545
28 workweeks (8,300 x 1.15) for the original amount of \$330,000.00 settlement amount. The Parties
16.

1 have since agreed to set the end date of the Class Period and PAGA Period on December 16, 2024,
2 and Defendant has calculated that the Workweeks Worked equals 9,887. Since the Workweeks
3 Worked count through December 16, 2024 exceeds the original buffer by 4%, the Parties agreed to a
4 total GSA at \$343,200.00, 4% higher than the originally agreed upon \$330,000.00. Should the actual
5 number of workweeks for Settlement Class Members for the Class Period exceed 9,887 Workweeks
6 Worked, then the GSA shall be increased on a pro rata basis for workweeks above nineteen percent
7 (19%) of the originally estimated 8,300 Workweeks Worked. For example, if the Settlement Class
8 Member Workweeks Worked equals between 9,960 (20% more than the originally estimated 8,300
9 Workweeks Worked) and 10,043 (21% more than the originally estimated 8,300 Workweeks Worked),
10 Defendant shall owe and increase the GSA by an additional amount equal to 1% of the original GSA
11 of \$330,000.00 (i.e., to \$346,500.00). Additional amounts paid pursuant to this paragraph will be used
12 to increase payments to Settlement Class Members (see par. 34 and 51h). Alternatively, within five
13 (5) calendar days of Defendant providing to the Settlement Administrator the Class Member data
14 confirming qualifying Workweeks Worked and PAGA Workweeks Worked, Defendant shall have the
15 sole and discretionary option of modifying the latest date included in the Class Period and PAGA
16 Period until the number of Workweeks Worked equals no more than 9,887 workweeks, and Defendant
17 shall promptly notify Class Counsel of having chosen this option. Failure to timely notify Class
18 Counsel of selecting this option will result in the GSA increasing as described above.

19 h. Settlement Payments to Settlement Class Members. Only the following
20 individuals will receive Settlement Payments under the Settlement Agreement: (1) the Named
21 Plaintiff, (2) Settlement Class Members, and (3) PAGA Members. PAGA Payments will be calculated
22 as set forth in paragraph 25, above, and Settlement Payments will be calculated as follows:

23 i. The NSA will be divided by the total Workweeks Worked by all
24 Settlement Class Members during the Class Period as reflected in Defendant's records and estimates
25 based on existing records. All Settlement Class Members shall be paid an amount equal to their
26 individual Workweeks Worked during the Class Period, multiplied by the Workweek Rate.
27 Workweeks Worked shall be determined by the SA based on data to be provided by Defendant, as
28 may be modified by the resolution of any challenges.

ii. The Parties agree that under no circumstances shall Defendant be obligated to pay any amount under this Agreement to any Class Member other than Settlement Class Members and PAGA Members. In addition, the Parties agree that in no event shall Defendant be obligated to pay more than the GSA, except for the separate payment of employer-side payroll taxes, as provided in paragraph 53, and, if chosen, the circumstances outlined in paragraph 51g.

iii. The Parties acknowledge and agree that the formula used to calculate Workweeks Worked, individual Settlement Payments, PAGA Workweeks Worked, and PAGA Payments does not imply that all of the elements of damages covered by the release are not being taken into account. The above formulas were devised as practical and logistical tools to simplify the payment process.

52. No Credit Toward Benefit Plans. The Settlement Payments made to Settlement Class Members and PAGA Payments made to PAGA Members under this Agreement shall not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Class Members or Class Members or PAGA 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 Agreement will not affect any rights, contributions, or amounts to which any Settlement Class Members, Class Members and PAGA Members may be entitled under any benefit plans.

53. Taxation of Settlement Proceeds. All taxable portions of Settlement Payments shall be paid in a net amount after applicable employee state and federal tax withholdings, including employee-side payroll taxes, if any, have been deducted.

a. The Parties agree that the Settlement Payments will be allocated as follows: twenty percent (20%) for alleged unpaid wages, for which an IRS Form W-2 shall be issued, forty percent (40%) for alleged civil and statutory penalties, and forty percent (40%) for alleged interest on unpaid wages and any other non-wage related amount, if any. The PAGA Payments to PAGA Members will be designated as payments for alleged penalties and other non-wage amounts. The portions of the Settlement Payments allocated to penalties, interest or other non-wage amounts

1 and the PAGA Payments will be paid without tax withholdings and will be reported as such to each
2 Settlement Class Member and/or PAGA Member on an IRS Form 1099.

3 b. The SA shall calculate, withhold from the Settlement Payments, and
4 remit to applicable governmental agencies sufficient amounts, if any, as may be owed by Settlement
5 Class Members for applicable employee taxes. The SA will issue appropriate tax forms, if required,
6 to each such Settlement Class Member consistent with the foregoing breakdown. The SA shall also
7 calculate and obtain from Defendant and remit to applicable governmental agencies sufficient
8 amounts, if any, as may be owed for employer-side payroll taxes based on the wage portion of the
9 Settlement Payments.

10 c. All Parties represent that they have not received, and shall not rely on,
11 advice or representations from other parties or their agents, including Class Members and PAGA
12 Members, regarding the tax treatment of payments under federal, state, or local law. In this regard,
13 Defendant makes no representations regarding the taxability of the Settlement Payments and PAGA
14 Payments.

15 d. Class Counsel will be issued an IRS Form 1099 for any fees and costs
16 awarded by the Court pursuant to Paragraph 51. Except as provided in Paragraph 51, each Party shall
17 bear his, her or its own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or
18 settlement of the Action. Class Counsel agrees that any allocation of fees between or among each of
19 the Class Counsel or among the Class Counsel and any other attorney that may be representing Named
20 Plaintiff or the Class, if any, shall be the sole responsibility of Class Counsel. Each Party to this
21 Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement
22 other than the acknowledging party, an "other party") acknowledges and agrees that no provision of
23 this Agreement, and no written or oral communication or disclosure or other representation by
24 Defendant and/or Released Parties is or was intended to be, nor shall be construed or be relied upon
25 as, tax advice, and Named Plaintiff, Class Members and PAGA Members shall not rely on Defendant
26 and/or Released Parties for any tax advice with respect to the Settlement of this Action.

27 e. The Named Plaintiff will be issued an IRS Form 1099 for any
28 enhancement award approved by the Court pursuant to Paragraph 51. The enhancement award payable
19.

to the Named Plaintiff shall be in addition to the Settlement Payments and PAGA Payments that Named Plaintiff will receive.

54. Provisional Approval of Settlement. Named Plaintiff shall file a motion in the Action and take all other action to request that the Court enter the Preliminary Approval Order based on an agreed-upon Settlement schedule, subject to Court approval:

a. Seeking class certification on the terms set forth in this Agreement solely for purposes of the Class Settlement;

b. Preliminarily approving the proposed Settlement and this Agreement, including the payments to the Settlement Class Members, Class Counsel, the Named Plaintiff, PAGA Members, the SA, and the LWDA;

c. Preliminarily approving the appointment of the Named Plaintiff as representative of the Class for settlement purposes;

d. Preliminarily approving the appointment of counsel for Named Plaintiff as Class Counsel;

e. Appointing and approving a SA as chosen by the Parties and approved by the Court, to administer the notice, opt-out requests, objections and Settlement Payment and PAGA Payment procedures required by this Agreement;

f. Approving the form of the Class Notice mutually agreed by the Parties;

g. Scheduling the Final Settlement Approval Hearing for consideration of Final Approval of this Agreement;

h. Requiring that any Class Members who object to the Settlement Agreement submit any objection to the SA postmarked by the end of the Exclusion Period, unless the Notice was remailed which extends the Exclusion Period an additional 15 days, or appear in person or by other Court approved means at the Final Approval Hearing, and that the Parties be given an opportunity to file written responses to any objection(s) with the Court;

i. Approving the procedure for Class Members to submit Opt-Out Requests, and setting a date after which no Class Members shall be allowed to submit Opt-Out Requests; and

j. Approving the procedure for Settlement Class Members to object to the Settlement.

k. Defendant shall not oppose Class Counsel's motions for preliminary approval and Final Approval of the Settlement so long as the motions and supporting papers are consistent with the terms of this Agreement. Class Counsel shall provide Defendant with an opportunity to review and provide comments on the motions for preliminary approval of the Settlement before the motion and supporting papers are filed with the Court. The Parties will meet and confer and agree upon the wording of the settlement packages to be sent to Class Members, as well as the proposed orders for preliminary and Final Approval before filing. Failure of the Court to grant the Preliminary Approval Order will be grounds for the Parties to terminate the Settlement and the terms of the Agreement, except that the Parties must work in good faith to comply with any changes to the Settlement proposed by the Court to the extent the changes are acceptable by both Parties, and the Court may award less than the amounts listed in Paragraph subparts 51a through 51e without impacting the validity and enforceability of this Agreement.

55. Notice Procedure.

a. Settlement Administrator. The Parties will use ILYM or a another mutually agreeable third-party SA to distribute the Class Notice and the Settlement Payments and PAGA Payments and handle the tax reporting and field any questions from Class Members and/or PAGA Members with a hotline. The SA (along with any of its agents) shall represent and warrant that it will: (a) provide reasonable and appropriate administrative, physical and technical safeguards for any personally identifiable information ("PII"), which it receives from Defendant; (b) not disclose the PII to Class Counsel, Named Plaintiff, any party or third parties, including agents or subcontractors, without Defendant's consent; (c) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; (d) promptly provide Defendant with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction; and (e) continue to protect the PII upon termination of its services.

b. Class Member Data. Within twenty one (21) days after filing of the Preliminary Approval Order, Defendant shall provide to the SA a list of Class Members and PAGA

Members that identifies for each Class Member/PAGA Member, his/her Social Security number, last-known address, and the workweek numbers and other Class Member data confirm qualifying Workweeks Worked and PAGA Workweeks Worked or will forward the start and end date(s) of employment for the SA to calculate the Workweeks Worked and PAGA Workweeks Worked. Defendant agrees to consult with the SA as required to provide the list in a format reasonably acceptable for the duties of the SA. The SA will keep the list confidential, use it only for the purposes described herein, take adequate safeguards to protect confidential or private information and return or certify the destruction of the information or continued safeguarding of the information upon completion of the Settlement Administration process. Within three (3) Days following its receipt of the list, the SA will notify Class Counsel and Defense Counsel the total amount of Workweeks Worked.

56. Class Notice. The SA will send to each Class Member and PAGA Members by First-Class U.S. Mail the Class Notice, which includes information on how Class Members may opt-out of or object to the Settlement and a procedure by which a Class Member may challenge the number of Workweeks Worked identified on his/her Class Notice. The Named Plaintiff will seek approval of language in the Class Notice in the motion for preliminary approval and will seek permission for the Parties in conjunction with the SA to be able to correct immaterial errors on these forms or other mailed materials without approval from the Court, provided the changes do not alter the preliminary approval by the Court.

a. Settlement Administrator Duties. Prior to mailing the Class Notice, the SA will update the addresses for the Class Members and PAGA Members using the National Change of Address database and other available resources deemed suitable by the SA. To the extent this process yields a different address from the one supplied by Defendant (“Updated Address”), that Updated Address shall replace the address supplied by Defendant (“Last Known Address”) and be treated as the new Last Known Address for purposes of this Agreement and for subsequent mailings in particular.

b. Class Notice Procedure. Within fourteen (14) Days after receipt of the above information from Defendant, the SA shall send the Class Notice to each Class Member's and PAGA Member's Last Known Address or Updated Address (if applicable) via First-Class U.S. mail.

c. Exclusion Period. Class Members will have forty-five (45) days from the postmark of the initial mailing of the Class Notice by the SA to submit by U.S. mail their Opt-Out Requests, with proof of date of submission to be the postmark date of the completed Opt-Out Request. Class Members to whom the Class Notice is remailed after having been returned undeliverable to the SA shall have an additional 15 days beyond the Exclusion Period. Class Members will also have forty-five (45) days to object to the Settlement by submitting a written objection with the SA that sets forth the basis of the objection pursuant to Paragraph 58, which the SA shall submit to the Parties within 25 days after the end of the Exclusion Period, and Class Counsel shall submit to the Court. Opt-Out Requests do not apply to the Settled PAGA Claims and will not exclude PAGA Members from the release of Settled PAGA Claims.

d. SA Follow-up efforts.

i. The SA shall re-mail by First-Class U.S. mail the Class Notice returned by the Post Office with a forwarding address, and shall re-mail by First-Class U.S. mail the Class Notice to any Class Member/PAGA Member who personally provides an updated address to the SA.

ii. In the event that the first mailing of the Class Notice to any Class Member/PAGA Member is returned without a forwarding address, the SA will immediately perform skip trace(s) if necessary using social security numbers provided by Defendant and National Change of Address searches, as needed, to verify the accuracy of the addresses provided and will conduct a second round of mailings of the Class Notice by First-Class, U.S. mail within an agreed number of days for those forms returned to sender. If no new information is ascertained by means of a skip trace, or if the Class Notice is returned to SA after using an address obtained from a standard skip trace, the SA will immediately perform a manual "in-depth skip trace" to locate a more recent or accurate address. If an Updated Address is identified by this method, the SA will resend the Class Notice to the Updated Address within three (3) Days of identifying the Updated Address.

iii. In the SA re-mails the Class Notice, it shall note for its own records the date and the address of each re-mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or forwarded mail, will have forty-five (45) days from the postmark an Exclusion Form, or file and serve an objection to the Settlement or dispute the information provided in their Class Notice. The Settlement Administrator shall mark on the envelope whether the Class Notice is a re-mailed notice.

e. Documenting Communications. The SA shall date stamp documents it receives, including Opt-Out Requests, Objections and any correspondences and documents from Class Members/PAGA Member.

f. Settlement Administrator Declaration. At least seven (7) Days prior to the deadline for filing the motion for final approval, the SA shall prepare, subject to Class Counsel's/PAGA Member's and Defendant's input and approval, a declaration setting forth the due diligence and proof of mailing of the Class Notices, the results of the SA's mailings, including tracing and re-mailing efforts, and the Class Members'/PAGA Member's responses to those mailing and provide additional information deemed necessary to approve the settlement.

g. SA Written Reports. Each week during the Exclusion Period, the SA shall provide the Parties with a report listing the number of Class Members that submitted Opt-Out Requests and Objections. Within twenty-five (25) Days after the close of the Exclusion Period, the SA will provide a final report listing the number of Class Members who submitted Opt-Out Requests or Objections.

h. SA Calculations of Settlement Payments. Within twenty-five (25) days after resolving all challenges made by Settlement Class Members, and following the Final Approval Order, the SA shall provide to the Parties a report showing its calculation of all Settlement Payments to be made to Settlement Class Members and PAGA Members. After receiving the SA's report, Class Counsel and Defendant's counsel shall review the same to determine if the calculation of payments to Settlement Class Members/PAGA Members is consistent with this Agreement, and shall notify the SA if either counsel does not believe the calculation is consistent with the Agreement. After receipt of comments from counsel, the SA shall finalize its calculation of Settlement Payments and PAGA

1 Payments, at least five (5) Days prior to the distribution of such payments, and shall provide Class
2 Counsel and Defendant's Counsel with a final report listing the amount of all payments to be made to
3 each Settlement Class Member from the NSA and listing the amount of all payments to be made to
4 each PAGA Member from the amount allocated for PAGA Payments. The SA will also provide
5 information that is requested and approved by both Parties regarding its duties and other aspects of the
6 Settlement and that is necessary to carry out the terms of the Settlement.

7 57. Requirements for Recovery of Settlement Payments.

8 a. Class Members. No claim form is necessary to participate in the
9 Settlement. Unless a Class Member submits a valid and timely Opt-Out Request (as described in
10 Paragraphs 14 and 57d), a Class Member will be a Settlement Class Member, bound by the Judgment,
11 and will receive a payment from the NSA. All Class Members except for those who timely and validly
12 opt-out of the Settlement shall be bound by the release of Settled Claims in this Agreement. All
13 PAGA Members, including any who opt-out of the Class Settlement, shall be bound by the release of
14 Settled PAGA Claims and shall be barred from seeking any action for civil penalties for Settled PAGA
15 Claims in this Agreement. At Defendant's option, checks in payment of amounts due to Settlement
16 Class Members under the Settlement may contain a brief statement of waiver of Settled Claims and/or
17 Settled PAGA Claims as part of the endorsement language.

18 b. Late Submissions. The SA shall not accept as valid any Opt-Out
19 Request postmarked after the end of the Exclusion Period, as extended for remailings, absent
20 agreement from the Parties or order of the Court. It shall be presumed that, if an Opt-Out Request is
21 not postmarked on or before the last day of the Exclusion Period, the Class Member did not return the
22 Opt-Out Request in a timely manner.

23 c. Challenges. Class Members will have the right to challenge the number
24 of Workweeks Worked allocated to them. The following challenge procedure will be established for
25 the Class Member to dispute information on which his/her payment amount is based: Challenges to
26 the number of Workweeks Worked shall be sent directly to the SA at the address indicated on the
27 Class Notice. A Class Member challenging the number of Workweeks Worked identified may also
28 submit documentary evidence in order to prove the claimed number of Workweeks Worked during

1 the Class Period. Defendant shall have the right to respond to the challenge by any Settlement Class
2 Member. No challenge to the number of Workweeks Worked will be accepted unless sent by U.S.
3 mail within forty-five (45) days from the initial mailing of the Class Notice by the SA, with proof of
4 date of submission to be the postmark date unless ordered by the Court or as extended for remailings.
5 Additional time may be provided to a Class Member only upon a showing of good cause and within
6 an amount of time determined by the SA that will not delay the distribution of Settlement Payments
7 to other Class Members/PAGA Members and in no event beyond the date of filing of the motion for
8 final approval. The SA will inform Class Counsel and Defendant's counsel in writing of any timely
9 filed challenges and will preliminarily determine all such disputes after consulting with the Parties
10 regarding the number of Workweeks Worked. If each of the Parties does not agree with the SA's
11 preliminary determination, the dispute will be submitted to the Court for a decision, and the Court's
12 determination shall be final and binding without a right of appeal.

13 d. Opt-Out Procedure. Unless a Class Member timely opts out of the
14 Settlement described in this Agreement, he/she shall be bound by the terms and conditions of this
15 Agreement, and shall also be bound by the Final Judgment. A Class Member will not be entitled to
16 opt-out of the Settlement established by this Agreement unless he or she submits to the SA a request
17 or notice of opting out via U.S. mail postmarked on or before the expiration of the Exclusion Period.
18 The request must be in writing on an Opt-Out Request and include the Class Member's name, address,
19 date, signature, to the notice that indicates he or she "opts out" of the Settlement. Opt-Out Requests
20 do not apply to the Settled PAGA Claims and will not exclude PAGA Members from the release of
21 Settled PAGA Claims.

22 i. Upon receipt of any Opt-Out Request within the Exclusion
23 Period, the SA shall review the request to verify the information contained therein, and confirm that
24 the request complies with the requirements of this Agreement.

25 ii. Any Class Member who fails to submit via U.S. mail a timely,
26 complete and valid Opt-Out Request shall be barred from opting out of this Agreement or the
27 Settlement. The SA shall not have the authority to extend the deadline for Class Members to file a
28 request to opt out of the Settlement absent agreement by both Parties.

iii. Class Members shall be permitted to rescind in writing their request to opt-out by submitting a written rescission statement to the SA no later than the Effective Date and provided that Individual Settlement Payments can be recalculated to reflect the rescission.

iv. Defendant alone has the option to withdraw from and void the settlement if the number of opt outs reaches or exceeds five percent (5%) of all Class Members. Defendant shall provide written notice of such withdrawal to Class Counsel. In the event that Defendant elects to so withdraw, it shall be responsible for all costs incurred by the SA as of the date of that election and the Parties shall revert to their respective procedural positions in the Action as if no settlement had occurred.

58. Objections to Settlement. Any Settlement Class Member may object to the Settlement. Any such objection may be submitted to the SA in writing on or before the close of the Exclusion Period or may appear at the Final Approval Hearing object orally. If any Settlement Class Member wish to object in writing, any such written Objection shall include: (1) the full name of the Settlement Class Member; (2) address of the Settlement Class Member; (3) the basis for the objection; and (4) whether the Settlement Class Member intends to appear at the Final Approval Hearing. The Parties shall be permitted to file responses to the Objection in addition to any motion for final approval documents. Settlement Class Members may also appear at the Final Approval Hearing to object. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit written objections to the Settlement or appeal from the Order granting final approval and/or Final Judgment.

59. Final Fairness Hearing, Final Approval and Final Judgment.

a. Entry of Final Judgment. At the Final Approval Hearing, Named Plaintiff will request, and Defendant will concur in said request, that the Court enter a Final Judgment.

b. Motion. Named Plaintiff will draft and file a motion for final approval and for approval of any attorneys' fees and costs and enhancement award in conformity with any requirements from the Court and will take other action to request the entry of Final Judgment in accordance with this Agreement. Plaintiff shall provide Defendant with the final approval paperwork to review for consistency with the settlement and to provide input on the order and final judgement.

Defendant will concur in or not object to said request that the Court enter Final Judgment finally approving this Agreement. In conjunction with the motion for final approval, Class Counsel shall file a declaration from the SA confirming that the Class Notice and related forms were mailed to all Class Members as required by this Agreement, as well as any additional information Class Counsel, with the input and approval of Defendant, deems appropriate to provide to the Court.

c. Objections. Before and/or at the Final Fairness Hearing, Named Plaintiff and Defendant, through their counsel of record, may address any written objections from Class Members or any concerns from Class Members who attend the hearing as well as any concerns of the Court.

d. Order. Named Plaintiff will also draft and submit a proposed Order of Final Approval and Final Judgment in the form that is consistent with this Agreement and subject to prior review, revision and approval by Defendant (**See Exhibit C**). The Parties shall take all reasonable efforts to secure entry of the Order of Final Approval and Final Judgment. The Named Plaintiff will submit a proposed Order of Final Approval subject to the review and approval of Defendant that will contain provisions:

i. Wherein the Court enters Final Judgment, finding that this Agreement and Settlement is fair, just, equitable, reasonable, adequate and in the best interests of the Class and was reached as a result of intensive, serious, and non-collusive arms-length negotiations and was achieved with the aid of an experienced mediator and in good faith as to each Class Member;

ii. Affirms that each side will bear its own costs and fees (including attorneys' fees), except as provided by the Agreement, and that Defendant shall not be required to pay any amounts other than as set forth in the Agreement and the Order of Final Approval, and in no event any amount above the GSA, except for employer-side taxes and if the GSA is increased pursuant to paragraph 51g;

iii. That confirms the certification of the Class for purposes of Settlement;

iv. That finds that the Settlement Administration process as carried out afforded adequate protections to Class Members, provided the best notice practicable, and satisfied the requirements of law and due process;

v. That rejects any Objections to the Settlement;

vi. That approves the settlement of PAGA Claims consistent with the Settlement;

vii. That bars each and every Class Member and/or PAGA Member from asserting any Settled Claims and/or Settled PAGA Claims in the future, an expressly references the applicability of the doctrines of res judicata and/or collateral estoppel;

viii. That retains Court jurisdiction after entry of judgment to oversee administration and enforcement of the terms of the Agreement; and

ix. That requires the Parties to carry out the provisions of this Agreement.

60. Post-Final Approval Requirements and Procedures. Following entry of the Court's Order Granting Final Approval of Settlement and Final Judgment, the Parties will act to assure the timely execution and fulfillment of all its provisions, including, but not limited to, the following:

a. Should an appeal be taken from the Final Approval of the Settlement, all Parties will support the Order of Final Approval and Final Judgment on appeal;

b. The Parties will assist the SA as needed or requested in the process of identifying and locating Settlement Class Members entitled to Settlement Payments from the NSA and PAGA Members entitled to PAGA Payments and assuring delivery of such payments;

c. Class Counsel will assist the SA as needed or requested in completing the distribution of any uncashed checks as directed by the Court; and

d. Class Counsel will certify to the Court completion of all payments required to be made by this Settlement Agreement.

61. Payment of Settlement. Defendant will deposit the Funding Payment into an account established by the SA within 15 Days of the Effective Date. The remittance of the Funding Payment and employer taxes to the SA shall constitute full and complete discharge of the entire

monetary obligation of Defendant under this Agreement. No Released Party shall have any further monetary obligation or liability to Class Counsel, Named Plaintiff, Settlement Class Members and/or PAGA Members under this Agreement after receipt by the SA of the Funding Payment.

a. The Parties agree that the Funding Payment will qualify as a settlement fund pursuant to the requirements of Section 468(B)(g) of the Internal Revenue Code of 1986, as amended, and Section 1.468B-1 *et seq.* of the income tax regulations. Furthermore, the SA is hereby designated as the “Administrator” of the qualified Settlement funds for purposes of Section 1.468B-2(k) of the income tax regulations. As such, all employee taxes imposed on the gross income of that settlement fund and any tax-related expenses arising from any income tax returns or other reporting documents that may be required by the Internal Revenue Service or any state or local taxing body will be paid from the Funding Payment by the SA.

b. The distribution of Settlement Payments to Settlement Class Members shall occur no later than the Settlement Proceeds Distribution Deadline. The SA shall be deemed to have timely distributed Settlement Payments if it places said payment in the mail (First-Class U.S.). When the SA receives notice from Settlement Class Members that they have not received such Settlement Payments due to changes of address or other circumstances, the SA shall be deemed to have timely distributed those Settlement Payments if (after satisfying itself that the amounts have not been received or negotiated) it re-mails the payments to the updated addresses or provides for delivery by other reasonable methods requested by such Settlement Class Members, provided that any and all requests for re-mailing shall be actually received and acknowledged by the SA before the 180-day deadline referenced in Paragraphs 62 and 63 or will be deemed ineffective, and have no effect and the original mailed amount shall be deemed timely distribution of the Settlement Payment. If any checks are returned to the SA without a forwarding address the SA shall conduct a skip-trace and re-mail the checks. The SA shall mail all Settlement Payments by the Settlement Proceeds Distribution Deadline. To comply with California Rule of Court 3.771, settlement checks shall include the following language on the check: “A Court has approved settlement of the class action and PAGA representative actions and entered judgment for claims asserted in *Heather Begley v. Genewiz, LLC*, San Diego County Superior Court Case No. 37-2022-00038762-CU-OE-CTL.” No person shall have any claim against

30.

the SA, Defendant or other Released Parties, Class Counsel, Defendant's counsel, or any other agent designated by Named Plaintiff or Defendant based upon the distribution of Settlement Payments made substantially in accordance with this Agreement or further orders of the Court.

c. The distribution of attorneys' fees, costs, and the Named Plaintiff's enhancement/general release awards shall occur no later than the payment date of the payment under the Settlement Proceeds Distribution Deadline. Under no circumstances shall the foregoing payments be made prior to the distribution of Settlement Payments to Settlement Class Members and PAGA Payments to PAGA Members.

d. Upon Defendant's transfer of the Funding Payment and employer-side taxes to the SA, Defendant and the other Released Parties, and Defendant's counsel shall have no further monetary liability or financial responsibility to Class Counsel or to any vendors or third parties employed by the Named Plaintiff or Class Counsel in connection with the Action.

e. Defendant shall not be obligated to make any payments contemplated by this Agreement unless and until the Court enters the Final Approval Order and Final Judgment, and after the Effective Date of the Agreement, and no amounts will be owed or payable until all appeals if taken or other collateral attacks have lapsed or have been favorably resolved in favor of the Settlement and no further challenge to the Settlement is possible.

62. Settlement Class Members and/or PAGA Members who are sent Settlement Payments and/or PAGA Payments shall have one hundred eighty (180) days after mailing by the SA to cash their settlement checks.

63. If such Settlement Class Members and/or PAGA Members do not cash their checks within that period, those checks will become void and a stop payment will be placed on the uncashed checks. Checks that are not cashed within one hundred and eighty (180) days of mailing shall, subject to Court approval, be distributed pursuant to the State Controller Unclaimed Property Fund, or as otherwise directed by California Code of Civil Procedure Section 384 and as ordered by the Court. The Parties agree that if the remaining funds are not able to be distributed to the State Controller Unclaimed Property Fund in the name of the Class Member or PAGA Member and if a *cy pres* fund is required, subject to Court instruction, that the SA shall forward the entire amount of any

1 amounts remaining from uncashed checks, plus any interest that has accrued thereon, to the California
2 CASA Association (see <https://www.californiacasa.org>), unless not accepted by the Court in which
3 case the Parties will meet and confer about an acceptable *cy pres*. In such event, those Settlement
4 Class Members and/or PAGA Members will be deemed to have waived irrevocably any right in or
5 claim to a Settlement Payment and/or PAGA Payment subject to their rights, if any, to recover the
6 Settlement Payments and/or PAGA Payments from the Unclaimed Property Fund if ordered or
7 otherwise will be extinguished. Settlement Class Members and/or PAGA Members who fail to
8 negotiate their check(s) in a timely fashion shall, like all Settlement Class Members who did not
9 validly opt out of the Settlement, remain subject to the terms of the Settlement and the Final Judgment.

10 64. The SA shall keep Class Counsel and Defendant's counsel apprised of all
11 distributions from the GSA. Upon completion of administration of the Settlement, the SA shall
12 provide written certification of such completion to the Court, Class Counsel and Defendant's Counsel.

13 65. Binding Effect of Agreement on Settlement Class Members and PAGA
14 Members. Subject to final Court approval, all Settlement Class Members and PAGA Members shall
15 be bound by this Agreement, and Final Judgment shall be entered in the Action. In addition, unless
16 the Class Member opts out of the Settlement described in this Agreement, he/she shall be bound by
17 the Court's Order of Final Approval and Final Judgment, and PAGA Members shall be bound by the
18 Court's Order of Final Approval and Final Judgment regardless of whether they opt-out of the Class
19 Settlement.

20 66. Non-Interference with Opt-Out Procedure. The Parties and their counsel agree
21 that they shall not seek to solicit or otherwise encourage Class Members to submit Opt-Out Requests
22 or objections to the Settlement or to appeal from the Final Judgment.

23 67. Waiver of Appeal. Subject to preliminary and Final Approval of this
24 Settlement, all Class Members, except those Class Members who make timely and valid objections
25 pursuant to the terms of this Agreement, expressly waive the right to appeal.

26 68. Preliminary Timeline for Completion of Settlement. The preliminary schedule
27 for notice, approval, and payment procedures carrying out this Settlement is set forth in the subsections
28 below. This schedule may be modified depending on whether and when the Court grants necessary

approvals and orders notice to the Class and PAGA Members, and sets further hearings. In the event of such modification, the Parties shall cooperate in order to complete the Settlement procedures as expeditiously as reasonably practicable.

- a. Preliminary Approval Hearing as permitted by the Court;
- b. Defendant to provide information described in Paragraph 55b (name, address, dates of employment, etc.) no later than twenty one (21) days after filing of the Preliminary Approval Order;
- c. The SA to mail the Class Notice by U.S. First Class mail to Class Members and PAGA Members by approximately fourteen (14) days after receipt from Defendant of the information described in the preceding subparagraph;
- d. The SA to conduct trace/search efforts and send a follow up mailing, no later than ten (10) days after initial mailing, to individuals whose Class Notice was returned as undeliverable or whose listed address is found to be inaccurate or outdated;
- e. Opt-Out Requests and Objections to the Settlement must be postmarked no later than forty-five (45) days after the date of initial mailing of the Class Notice, or 15 days later if remailed;
- f. The SA will provide to the Parties, and to the Court as directed by the Parties, information regarding Opt-Out Requests and written objections or statements of intention to object to the Settlement received from Class Members within twenty-five (25) days of the close of the Exclusion Period;
- g. Class Counsel will file a timely motion for final approval of the Settlement and a separate application for award of attorneys' fees and costs and an enhancement award to the Named Plaintiff by the date set by the Court, or if no date is set, at least sixteen (16) court days prior to the scheduled Final Approval Hearing date;
- h. The Parties will request a Final Approval Hearing before the Court within a reasonable time after the close of the Exclusion Period plus twenty-five (25) days, or as soon thereafter as the Court will hear the Motion for Final Approval. After entry of the Final Approval Order and Judgment Defendant shall remit the Funding Payment to the SA.

i. Settlement Payments to Settlement Class Members, including the Named Plaintiff, and payments to Class Counsel for litigation costs and expenses and awarded attorneys' fees, and the enhancement award to Named Plaintiff, and PAGA Payments to the LWDA and PAGA Members shall be made by the Settlement Proceeds Distribution Deadlines by mailing of checks by First Class U.S. mail or by wire (as to Class Counsel's payments only).

69. No Injunctive Relief. The Parties agree that the Settlement does not include injunctive relief against Defendant or the other Released Parties.

70. Confidentiality and Non-Disparagement.

a. Parties and their counsel will keep the Settlement confidential, through the Court's order granting the Parties' Motion for Preliminary Approval, but the Parties will be able to disclose to the Court, when and as necessary before preliminary approval, that they have reached an agreement in principle, subject to completion of a final Agreement and Court approval.

b. Following the Court's order granting the Parties' Motion for Preliminary Approval, the Parties and their counsel agree to make no comments to the media or otherwise publicize the terms of the settlement on any social media or websites, except that Class Counsel may post on its firm website: "The Firm settled a class action with a California company for \$330,000." This shall not restrict Class Counsel from responding to inquiries posed by Class Members. Further, Class Counsel may include the case name, number, and settlement information in declarations setting out their qualifications as class counsel.

c. Named Plaintiff and Class Counsel agree to maintain the confidentiality of any documents produced, formally or informally, during the course of the Action. Named Plaintiff and Class Counsel agree to return to Defendant's counsel or destroy, at their option, any information designated as confidential during the course of the Action, including but not limited to any information and/or documents provided to Class Counsel for purposes of mediation.

d. Defendant shall direct all inquiries by Class Members and /or PAGA Members to the SA or Class Counsel, which shall provide general information about the lawsuit, including responding to questions about the lawsuit, by providing neutral information about the agreement consistent with the Agreement.

e. Defendant agrees it will adopt a neutral reporting policy regarding any future employment inquiries related to Named Plaintiff. Thus, in the event that any potential or future employers should inquire regarding Defendant's employment of Named Plaintiff, they will be informed only of Named Plaintiff' dates of employment with Defendant and job title(s) during employment with Defendant. If potential or future employers should ask further questions, Defendant will only reply that it is the policy of Defendant to only supply dates of employment and job title(s).

f. As permitted by law, Named Plaintiff agrees that she shall make no negative or derogatory statements about Defendant or its products or services or actions towards her or others, its employees, officers, or owners to any third person or entity. In the event that Named Plaintiff is subpoenaed to testify in any proceeding against Defendant or any of the other Released Parties, Named Plaintiff agrees to advise Defendant and its counsel as soon as reasonably possible in advance of testimony date to allow Defendant a reasonable opportunity to seek appropriate relief. If prompted by anyone to discuss any dispute the Parties had, the Parties may state simply that "the matter has been resolved."

71. Notices. All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered by First-Class U.S. mail to the attorneys listed in the caption above and the SA, with additional copies to be sent via electronic mail.

72. Modification in Writing. This Agreement may be altered, amended, modified or waived, in whole or in part, only in an amendment in writing signed by counsel for the Parties. This Agreement may not be amended, altered, modified or waived, in whole or in part, orally. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated.

73. Ongoing Cooperation. Named Plaintiff and Defendant, and each of their respective counsel, shall cooperate in good faith to execute all documents and perform all acts necessary and proper to effectuate and implement the terms of this Agreement, including but not limited to drafting and submitting the motions for Preliminary and Final Approval, and defending the Agreement and Final Judgment against objections and appeals, and making any necessary changes

1 and/or modifications required by the Court to obtain Preliminary and Final Approval. Named Plaintiff
2 shall, as necessary, properly and completely take all steps, including but not limited to submitting any
3 required documents to the LWDA and take any other actions necessary to resolve the Released PAGA
4 Claims pursuant to this Agreement. The Parties to this Agreement shall use their best efforts, including
5 all efforts contemplated by this Agreement and any other efforts that may become necessary by order
6 of the Court or otherwise, to effectuate this Agreement and the terms set forth herein.

7 74. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
8 they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer,
9 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
10 or rights herein released and discharged except as set forth herein.

11 75. Binding on Successors. This Agreement shall be binding and shall inure to the
12 benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal
13 representatives, including the Released Parties.

14 76. Entire Agreement. This Agreement constitutes the full, complete and entire
15 understanding, agreement and arrangement between Named Plaintiff and the Class Members/PAGA
16 Members on the one hand, and Defendant on the other hand, with respect to the Settlement of the
17 Action and the Settled Claims and Settled PAGA Claims against the Released Parties, including
18 Defendant. This Agreement supersedes any and all prior oral or written understandings, agreements
19 and arrangements between the Parties with respect to the Settlement of the Action and the Settled
20 Claims and Settled PAGA Claims against the Released Parties. Except those set forth and included
21 expressly in this Agreement, there are no other agreements, covenants, promises, representations or
22 arrangements between the Parties with respect to the Settlement of the Action and the Settled
23 Claims/Settled PAGA Claims against the Released Parties.

24 77. Execution in Counterparts. This Agreement may be signed in one or more
25 counterparts. A facsimile, scanned shall be treated as an original signature for all purposes. All
26 executed copies of this Agreement, and photocopies thereof (including facsimile or email copies of
27 the signature pages), shall have the same force and effect and shall be as legally binding and
28 enforceable as the original.

1 78. Captions. The captions and section numbers in this Agreement are inserted for
2 the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the
3 provisions of this Agreement.

4 79. Governing Law. This Agreement shall be interpreted, construed, enforced, and
5 administered in accordance with the laws of the State of California, without regard to conflict of law
6 rules.

7 80. Reservation of Jurisdiction. Notwithstanding the entry and filing of Final
8 Judgment, the Parties agree that the Court shall retain jurisdiction under Section 664.6 of the Code of
9 Civil Procedure and California Rule of Court 3.769 for purposes of interpreting and enforcing the
10 terms of this Agreement.

11 81. Mutual Preparation. The Parties have had a full opportunity to negotiate the
12 terms and conditions of this Agreement. Accordingly, this Agreement shall not be construed more
13 strictly against one Party than another merely by virtue of the fact that it may have been prepared by
14 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
15 between the Parties, all Parties have contributed to the preparation of this Agreement.

16 82. Warranties and Representations. With respect to themselves, each of the Parties
17 to this Agreement and/or their agents or counsel represent, covenant and warrant that (a) they have
18 full power and authority to enter into and consummate all transactions contemplated by this Agreement
19 and have duly authorized the execution, delivery and performance of this Agreement, and (b) the
20 person executing this Agreement has the full right, power and authority to enter into this Agreement
21 on behalf of the Party for whom he/she has executed this Agreement, and the full right, power and
22 authority to execute any and all necessary instruments in connection herewith, and to fully bind such
23 Party to the terms and obligations of this Agreement, except that the Parties understand that the Named
24 Plaintiff and Class Counsel only have the power to bind Class Members and PAGA Members to the
25 extent this Agreement is approved by the Court.

26 83. Representation by Counsel. The Parties acknowledge that they have been
27 represented by counsel throughout all negotiations that preceded the execution of this Agreement, and
28 that this Agreement has been executed with the consent and advice of counsel. Further, the Named

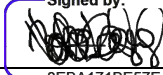
Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement, and that after entry by the Court of the Final Judgment, Defendant, through the SA, may distribute funds to Settlement Class Members, PAGA Members, Class Counsel, and the Named Plaintiff as provided by this Agreement.

84. Authorization by Named Plaintiff. Named Plaintiff agrees not to request to be excluded from the Class and not to object to any terms of this Agreement. Any such Opt-Out Request or objection by Named Plaintiff shall therefore be void and of no force or effect.

85. No Impact on Arbitration Agreements. The submission of Settled Claims and Settled PAGA Claims to the Court is solely for the purposes settlement and shall not be deemed as an invalidation, waiver, voidance of any arbitration agreements, and shall have no impact on their alleged continuing validity. By failing to request exclusion with an opt-out request, any Settlement Class Member will be deemed to agree to the provisions of this Paragraph.

IT IS SO AGREED:

Dated: 7/13/2025, 2025

Signed by:


HEATHER BEGLEY,
Named Plaintiff/Class and PAGA
Representative/Aggrieved Plaintiff

Dated: _____, 2025

GENEWIZ, LLC

By:

Its:

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1 Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement, and that
2 after entry by the Court of the Final Judgment, Defendant, through the SA, may distribute funds to
3 Settlement Class Members, PAGA Members, Class Counsel, and the Named Plaintiff as provided by
4 this Agreement.

5 84. Authorization by Named Plaintiff. Named Plaintiff agrees not to request to be
6 excluded from the Class and not to object to any terms of this Agreement. Any such Opt-Out Request
7 or objection by Named Plaintiff shall therefore be void and of no force or effect.

8 85. No Impact on Arbitration Agreements. The submission of Settled Claims and
9 Settled PAGA Claims to the Court is solely for the purposes settlement and shall not be deemed as an
10 invalidation, waiver, voidance of any arbitration agreements, and shall have no impact on their alleged
11 continuing validity. By failing to request exclusion with an opt-out request, any Settlement Class
12 Member will be deemed to agree to the provisions of this Paragraph.

13 **IT IS SO AGREED:**

14
15 Dated: _____, 2025

16 _____
17 HEATHER BEGLEY,
18 Named Plaintiff/Class and PAGA
19 Representative/Aggrieved Plaintiff

20
21 Dated: _____, 2025

22 GENEWIZ, LLC

23 
24 _____
25 andrew mulkerin (Jul 16, 2025 12:43 EDT)
26 By: andrew mulkerin
27 Its: Director and Treasurer
28

4876-7685-0080.2 / 069084-1025

EXHIBIT A

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

Heather Begley v. Genewiz, LLC., et al.
San Diego County Superior Court, Case No(s). 37-2022-00038762-CU-OE-CTL

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

You may be eligible to receive money from employee class and representative action lawsuit (“Action”) against Genewiz, LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by former employee, Heather Begley (“Named Plaintiff”), and seeks (1) payment of unpaid wages and other claims for relief for a class of current and former non-exempt or hourly-paid employees (“Class Members”) who worked for Defendant during the Class Period (September 28, 2018, through December 16, 2024); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Class Members who worked for Defendant during the PAGA Period (September 29, 2021, through December 16, 2024) (“PAGA Members”).

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

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

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

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

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

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

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you worked for Defendant Genewiz, LLC at some point(s) between and including September 28, 2018, and December 16, 2024, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims other than those who opt out (referred to as "Settlement Class Members"), which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys' General Act ("PAGA"). If you are a Class Member, you are also a "PAGA Member" if you worked for Defendant during the "PAGA Period," which is September 29, 2021, through December 16, 2024.

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

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

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

The Court in charge of the Action is the San Diego County Superior Court. The case is titled *Heather Begley v. Genewiz, LLC, et al.*, Case No(s). 37-2022-00038762-CU-OE-CTL. The person who sued, Heather Begley, is the Named Plaintiff, and the company sued, Genewiz, LLC, is the Defendant.

2. WHAT IS THE LAWSUIT ABOUT?

The Named Plaintiff in the lawsuit alleges wage and hour violations against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods and pay meal period premiums; (4) failure to provide rest periods and pay rest period premiums; (5) failure to pay all wages earned and unpaid at separation; (6) failure to furnish accurate itemized wage statements; (7) failure to indemnify employees for all necessary business expenditures; (8) violation of California's Unfair Competition Law, California Business and Professions Code section 17200, *et seq.*; and (9) civil penalties pursuant to PAGA based on the alleged violations of the California Labor Code listed above and also on failure to pay wages twice per month (Cal. Lab. Code§ 204) and failure to maintain accurate records of hours worked and meal periods (the "Claims").

Named Plaintiff seeks to recover various damages and costs and penalties, including in part unpaid wages, restitution (including under California Business and Professions Code Section 17200, *et seq.*), interest, statutory and civil penalties (including under PAGA), and attorneys' fees and costs. A copy of the complaint is on file with the Court.

After engaging in informal discovery, an all-day mediation before an experienced mediator Mark Rudy, and follow up negotiations, the Parties agreed to the Settlement, which was preliminarily approved by the trial court in the Action ("Court") on [Date].

3. WHY IS THIS A CLASS ACTION?

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

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Named Plaintiff or Defendant on the merits of the claims alleged in the lawsuit. Named Plaintiff believes Named Plaintiff would win at trial. Defendant thinks that Named Plaintiff's lawsuit would not proceed to a trial and/or that Named Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. By agreeing to this Settlement, Defendant does not admit that it has any liability. Defendant reserves the right, if for any reason the Settlement fails, to resume the defense against the

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

factual and legal allegations in the Action and whether this Action should proceed as a class or representative PAGA action.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes and will be part of the Settlement unless you opt out as described below. The Class includes: all persons who are employed or have been employed by Defendant in the State of California as hourly and/or other non-exempt employees at any time from September 28, 2018, through December 16, 2024.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

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

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount (“Gross Settlement Amount” or “GSA”) of \$343,200.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of one-third (1/3) of the GSA, currently estimated to total \$114,400.00, and reimbursement for reasonable costs, not to exceed \$30,000.00; an Enhancement Award of \$10,000.00 to the Named Plaintiff (for Named Plaintiff’s work and efforts prosecuting this case and Named Plaintiff’s broader general release); a PAGA Penalties payment of \$20,000.00 to resolve the PAGA claims (“PAGA Penalties”); and Settlement Administration Costs to ILYM, in an amount not to exceed \$8,650.00. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately **\$160,150.00**. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$20,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$15,000.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$5,000.00, will be distributed to the PAGA Members as individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

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

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

page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendant’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period. Forty percent (40%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of the alleged claims for civil and statutory penalties, forty percent (40%) of each Class Members’ Individual Class Payment will be treated as a payment in settlement of the alleged claims for interest on unpaid wages and any other non-wage related amount, if any, both of which will be reported on an IRS Form 1099 by the Settlement Administrator. Twenty percent (20%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on an IRS Form W-2.

Individual PAGA Payment: If you worked for Defendant from September 29, 2021, through December 16, 2024 (“PAGA Period”), you are also an “PAGA Member” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each PAGA Member in comparison to the total amount of PAGA Pay Periods worked by all PAGA Members during the PAGA Period. One hundred percent (100%) of each PAGA Members’ Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on an IRS Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also PAGA Members, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as PAGA Members cannot opt-out of the PAGA portion of the Settlement. *See, e.g., Robinson v So. County Oil*, 53 Cal. App. 476 (2020).

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

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

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Settlement Fairness Hearing on [REDACTED], to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time.

Following the Effective Date and the Court’s approval of the Settlement becoming final, including resolution of any appeals, Individual Class Payments and Individual PAGA Payments will be mailed to

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

Participating Class Members and PAGA Members after the Settlement is fully funded, which will not occur until approximately 15 days after the Effective Date, which runs 61 days after entry of final approval, absent some challenge.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be voided and the funds forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or PAGA Member who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State's website at: https://www.sco.ca.gov/search_upd.html. If any of the uncashed funds cannot be distributed to the State of California Unclaimed Property Fund, the uncashed funds and any interest that has accrued on them will be forwarded to the California CASA Association (see <https://www.californiacasa.org>).

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

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

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Settled Claims described below against Defendant and its respective present and former parents, owners, subsidiaries, and any affiliated or related persons or entities and each of their respective directors, officers, shareholders, owners, members, employees, partners, attorneys, and agents, insurers, predecessors, successors, assigns, subsidiaries, and affiliates ("Released Parties"). The releases become effective once the GSA is fully funded by Defendant.

Settled Claims:

Unless you timely exclude yourself from the class (as discussed below), you fully, finally, and forever release any and all Released Parties from any and all Released Claims.

"Released Parties" means Defendant and its respective present and former parents, owners, subsidiaries, and any affiliated or related persons or entities and each of their respective directors, officers, shareholders, owners, members, employees, partners, attorneys, and agents, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

"Settled Claims" means all claims, allegations and assertions that were alleged, or reasonably could have been alleged, based on the facts, allegations, assertions and claims in the operative Complaint during the Class Period and ascertained in the course of the Action, and includes,

- (a) Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
- (b) Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
- (c) Failure to Provide Meal Periods and pay premiums (Cal. Lab. Code §§ 226.7, 512);
- (d) Failure to Authorize and Permit Rest Periods and pay premiums (Cal. Lab. Code §§ 226.7);
- (e) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
- (f) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
- (g) Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802); and

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

(h) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.)

“Settled Claims” includes all types of relief available for the above-referenced claims, including, without limitation, any claims for damages, restitution, losses, civil and statutory penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. The Final Judgment shall expressly provide that it covers and based on the doctrines of res judicata and/or collateral estoppel bars as a matter of law each and every Class Member from asserting any Settled Claims, as defined and limited by the Settlement, except for Class Members who have timely opted out of the Settlement.

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

Settled PAGA Claims:

Through the settlement, Named Plaintiff, LWDA, the State of California, and any other representative, proxy, or agent thereof, including but not limited to any and all PAGA Members, release all Released Parties (defined above) of all “Settled PAGA Claims” (defined below) that arose during the PAGA Period..

“Settled PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged in the operative Complaint and the PAGA Notice during the PAGA Period based on the facts, allegations, assertions and claims in the operative Complaint and PAGA Notice, and, including, (a) Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (b) Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198); (c) Failure to Provide Meal Periods and pay premiums (Cal. Lab. Code §§ 226.7, 512); (d) Failure to Authorize and Permit Rest Periods and pay premiums (Cal. Lab. Code §§ 226.7); (e) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (f) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); (g) Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802); (h) failure to pay wages twice per month (Cal. Lab. Code § 204); and (i) failure to maintain accurate records of hours worked and meal periods. “Settled PAGA Claims” includes all types of relief available for the above-referenced claims, including, without limitation, any claims for civil penalties, attorneys’ fees, costs, and declaratory relief. The Final Judgment shall expressly provide that it covers and based on the doctrines of res judicata and/or collateral estoppel bars Plaintiff, LWDA, the State of California, and any other representative, proxy, or agent thereof, including but not limited to any and all PAGA Members from prosecuting “Settled PAGA Claims” that arose during the PAGA Period.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than 45 days after Class Notice is mailed. Be sure to include your name, address, and telephone number, and any other information you think would be

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

helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

[INSERT]
Genewiz, LLC Settlement
 XXXXX
 City, State, XXXXX
 Email:
 Fax:

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

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

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

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

Only if you are an PAGA Member. PAGA Members cannot opt-out of the PAGA portion of the Settlement, so they will receive their portion of the PAGA Penalties even if they exclude themselves from the rest of the Settlement. *See, e.g., Robinson v So. County Oil*, 53 Cal. App. 476 (2020). However, if you timely exclude yourself from the Settlement, you will not receive any of the Net Settlement Amount and you will retain the right to pursue your own legal action against Defendant and other Released Parties for violations other than the Settled PAGA Claims described above, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

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

WILSHIRE LAW FIRM
 Tyler Woods (SBN 232464)
 tyler.woods@wilshirelawfirm.com
 Alan Wilcox (SBN 287476)

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

alan.wilcox@wilshirelawfirm.com
 Bradford Smith (SBN 345879)
 bradford.smith@wilshirelawfirm.com
 660 S. Figueroa St., Sky Lobby
 Los Angeles, California 90017
 Telephone: (213) 381-9988
 Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve \$114,400.00 (or one-third of the GSA) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of reasonable litigation expenses incurred in this matter, in an amount not to exceed \$30,000.00. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve a payment to Named Plaintiff Heather Begley in the amount of \$10,000.00 ("Enhancement") in addition to Named Plaintiff's Individual Settlement Payment and Individual PAGA Payment for the initiative, risk, time, and energy Named Plaintiff has spent in service to the Class as the Class Representative and as compensation for Named Plaintiff's broader general release. The Court may award a Class Representative less than what is requested. If the Court awards Class Counsel and/or Named Plaintiff less than what they request, the difference between what is requested and what is awarded will be added to the Net Settlement Amount.

OBJECTING TO THE SETTLEMENT

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

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

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

[INSERT]
 Genewiz, LLC Settlement
 [REDACTED]
 City, State, [REDACTED]
 Email:
 Fax:

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

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

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

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

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

THE COURT'S FAIRNESS HEARING

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

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

The Court will hold a Final Settlement Approval Hearing at [REDACTED] on [REDACTED] in Department C-62 of the San Diego County Superior Court located at 330 West Broadway, San Diego, CA 92101, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for Named Plaintiff's Enhancement payment and the Class Counsel Fees and Litigation Expenses Payments (costs).

20. DO I HAVE TO COME TO THE HEARING?

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

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

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

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

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GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

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

[INSERT]
Genewiz, LLC Settlement
XXXXX
City, State, XXXXX
Email:
Fax:

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

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

EXHIBIT B

WILSHIRE LAW FIRM, PLC
Tyler Woods (SBN 232464)
tyler.woods@wilshirelawfirm.com
Alan Wilcox (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Bradford Smith (SBN 345879)
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660 S. Figueroa Street, Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

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

HEATHER BEGLEY, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

GENEWIZ, LLC, a Delaware corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 37-2022-00038762-CU-OE-CTL

CLASS & REPRESENTATIVE ACTION

*[Assigned for all purposes to: Hon. Judy S.
Bae, Dept. C-62]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed with Notice of Motion and Motion;
Memorandum of Points and Authorities, the
Declaration of Alan Wilcox, the Declaration
of Heather Begley, and Proof of Service]*

PRELIMINARY APPROVAL HEARING

Date: August 5, 2025

Time: 9:10 a.m.

Dept: C-62

Complaint filed: September 28, 2022

FAC filed: February 10, 2025

Trial date: Not set

1 The Court has before it Plaintiff Heather Begley's ("Plaintiff") Motion for Preliminary
2 Approval of Class Action Settlement. Having reviewed the Motion for Preliminary Approval of
3 Class Action Settlement, the Declaration of Alan Wilcox, the Joint Stipulation of Class Action
4 and PAGA Settlement and Release (which is referred to here as the "Settlement Agreement"),
5 and good cause appearing, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
8 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
9 the terms set forth in the Settlement Agreement between Plaintiff and Defendant Genewiz, LLC
10 ("Defendant"), attached to the Declaration of Alan Wilcox in Support of Plaintiff's Motion for
11 Preliminary Approval of Class Action Settlement as Exhibit 1.

12 2. The Settlement falls within the range of reasonableness of a settlement which
13 could ultimately be given final approval by this Court, and appears to be presumptively valid,
14 subject only to any objections that may be raised at the Final Approval Hearing and final
15 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
16 \$343,200.00 to cover (a) settlement payments to class members who do not validly opt out; (b)
17 a \$20,000.00 payment to the State of California, Labor & Workforce Development Agency for
18 its share of the settlement of claims for penalties under the Private Attorneys General Act, with
19 75% of which (\$15,000.00) will be paid to the LWDA and 25% (\$5,000.00) will be paid to
20 eligible Aggrieved Employees; (c) Class Representative service payment of up to \$10,000.00
21 for Plaintiff Heather Begley; (d) Class Counsel's attorneys' fees, not to exceed one-third of the
22 Gross Settlement Amount (\$114,400.00), and up to \$30,000.00 in costs for actual litigation
23 expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to
24 \$8,650.00.

25 3. The Court preliminarily finds that the terms of the Settlement appear to be within
26 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
27 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair
28 and reasonable to the class members when balanced against the probable outcome of further

1 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
2 significant informal discovery, investigation, research, and litigation have been conducted such
3 that counsel for the parties at this time are able to reasonably evaluate their respective positions;
4 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
5 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
6 the result of intensive, serious, and non-collusive negotiations between the Parties with the
7 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
8 that the Settlement Agreement was entered into in good faith.

9 4. A final fairness hearing on the question of whether the proposed settlement,
10 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
11 Workforce Development Agency for its share of the settlement of claims for penalties under the
12 Private Attorneys General Act, and the class representative's enhancement award should be
13 finally approved as fair, reasonable and adequate as to the members of the class is hereby set in
14 accordance with the Implementation Schedule set forth below.

15 5. The Court provisionally certifies for settlement purposes only the following class
16 (the "Settlement Class"): "all persons who are employed or have been employed by GENEWIZ,
17 LLC in the State of California as hourly and/or other non-exempt employees during the Class
18 Period."

19 6. "Class Period" means the period from September 28, 2018, through December
20 16, 2024.

21 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
22 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
23 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
24 of law and fact that are common, or of general interest, to all Settlement Class Members, which
25 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
26 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
27 the interests of the Settlement Class Members; and (5) a class action is superior to other
28 available methods for the fair and efficient adjudication of the controversy.

1 8. The Court appoints as Class Representative, for settlement purposes only,
2 Plaintiff Heather Begley. The Court further preliminarily approves Plaintiff's ability to request
3 an incentive award up to \$10,000.00.

4 9. The Court appoints, for settlement purposes only, Tyler Woods, Alan Wilcox,
5 and Bradford Smith of Wilshire Law Firm, PLC as Class Counsel. The Court further
6 preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-third of
7 the Total Settlement Amount (\$114,400.00), and costs not to exceed \$30,000.00.

8 10. The Court appoints ILYM Group, Inc. as the Settlement Administrator with
9 reasonable administration costs estimated not to exceed \$8,650.00.

10 11. The Court approves, as to form and content the Class Notice, attached to the
11 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the
12 Notice to Settlement Class Members satisfies due process, provides the best notice practicable
13 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
14 thereto.

15 12. The parties are ordered to carry out the Settlement according to the terms of the
16 Settlement Agreement.

17 13. Any class member who does not timely and validly request exclusion from the
18 settlement may object to the Settlement Agreement.

19 14. The Court orders the following Implementation Schedule:

21 Defendant to provide Class List to the 22 Settlement Administrator	21 days after notice of entry of the Court's order granting Motion for Preliminary Approval
24 Settlement Administrator to mail the Notice 25 Packets	14 days after receipt of the Class List from the Defendant
26 Response Deadline	45 days after Notice is mailed out by the Settlement Administrator

Deadline to Provide Written Objections, if any	45 days after Notice is mailed out by the Settlement Administrator
Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Award to Plaintiff	16 court days before hearing on Motion for Final Approval
Final Approval Hearing	_____ at _____ a.m. / p.m., in Department C-62. The hearing may be continued to another date without further notice to the Class Members.

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE:

Hon. Judy S. Bae
San Diego County Superior Court

EXHIBIT C

WILSHIRE LAW FIRM, PLC
Tyler Woods (SBN 232464)
tyler.woods@wilshirelawfirm.com
Alan Wilcox (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Bradford Smith (SBN 345879)
bradford.smith@wilshirelawfirm.com
660 S. Figueroa Street, Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

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

HEATHER BEGLEY, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

GENEWIZ, LLC, a Delaware corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 37-2022-00038762-CU-OE-CTL

CLASS & REPRESENTATIVE ACTION

*[Assigned for all purposes to: Hon. Judy S.
Bae, Dept. C-62]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed with Notice of Motion and Motion;
Memorandum of Points and Authorities, the
Declaration of Alan Wilcox, the Declaration
of Heather Begley, and Proof of Service]*

PRELIMINARY APPROVAL HEARING

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Time: 9:10 a.m.

Dept: C-62

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FAC filed: February 10, 2025

Trial date: Not set

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2 Approval of Class Action Settlement. Having reviewed the Motion for Preliminary Approval of
3 Class Action Settlement, the Declaration of Alan Wilcox, the Joint Stipulation of Class Action
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5 and good cause appearing, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
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8 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
9 the terms set forth in the Settlement Agreement between Plaintiff and Defendant Genewiz, LLC
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12 2. The Settlement falls within the range of reasonableness of a settlement which
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15 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
16 \$343,200.00 to cover (a) settlement payments to class members who do not validly opt out; (b)
17 a \$20,000.00 payment to the State of California, Labor & Workforce Development Agency for
18 its share of the settlement of claims for penalties under the Private Attorneys General Act, with
19 75% of which (\$15,000.00) will be paid to the LWDA and 25% (\$5,000.00) will be paid to
20 eligible Aggrieved Employees; (c) Class Representative service payment of up to \$10,000.00
21 for Plaintiff Heather Begley; (d) Class Counsel’s attorneys’ fees, not to exceed one-third of the
22 Gross Settlement Amount (\$114,400.00), and up to \$30,000.00 in costs for actual litigation
23 expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to
24 \$8,650.00.

25 3. The Court preliminarily finds that the terms of the Settlement appear to be within
26 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
27 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair
28 and reasonable to the class members when balanced against the probable outcome of further

1 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
2 significant informal discovery, investigation, research, and litigation have been conducted such
3 that counsel for the parties at this time are able to reasonably evaluate their respective positions;
4 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
5 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
6 the result of intensive, serious, and non-collusive negotiations between the Parties with the
7 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
8 that the Settlement Agreement was entered into in good faith.

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10 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
11 Workforce Development Agency for its share of the settlement of claims for penalties under the
12 Private Attorneys General Act, and the class representative's enhancement award should be
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18 Period."

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20 16, 2024.

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24 of law and fact that are common, or of general interest, to all Settlement Class Members, which
25 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
26 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
27 the interests of the Settlement Class Members; and (5) a class action is superior to other
28 available methods for the fair and efficient adjudication of the controversy.

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7 the Total Settlement Amount (\$114,400.00), and costs not to exceed \$30,000.00.

8 10. The Court appoints ILYM Group, Inc. as the Settlement Administrator with
9 reasonable administration costs estimated not to exceed \$8,650.00.

10 11. The Court approves, as to form and content the Class Notice, attached to the
11 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the
12 Notice to Settlement Class Members satisfies due process, provides the best notice practicable
13 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
14 thereto.

15 12. The parties are ordered to carry out the Settlement according to the terms of the
16 Settlement Agreement.

17 13. Any class member who does not timely and validly request exclusion from the
18 settlement may object to the Settlement Agreement.

19 14. The Court orders the following Implementation Schedule:

21 Defendant to provide Class List to the 22 Settlement Administrator	21 days after notice of entry of the Court's order granting Motion for Preliminary Approval
24 Settlement Administrator to mail the Notice 25 Packets	14 days after receipt of the Class List from the Defendant
26 Response Deadline	45 days after Notice is mailed out by the Settlement Administrator

Deadline to Provide Written Objections, if any	45 days after Notice is mailed out by the Settlement Administrator
Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Award to Plaintiff	16 court days before hearing on Motion for Final Approval
Final Approval Hearing	_____ at _____ a.m. / p.m., in Department C-62. The hearing may be continued to another date without further notice to the Class Members.

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE:

Hon. Judy S. Bae
San Diego County Superior Court

EXHIBIT 2

Case Name: Begley v. Genewiz, LLC

Wednesday, January 22, 2025

Requesting Attorney:

Dariane Rose
Wilshire Law Firm, PLC
dariane.rose@wilshirelawfirm.com
213.381.9988

ILYM Group Contact:

Tony Rogers
ILYM Group, Inc.
Trogers@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: Class & PAGA

KEY ASSUMPTIONS	
Total Number of Class Members	450
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
ILYM Group Static Website	No
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$650.00
Project Management:	\$2,500.00
Notification & Mailing:	\$1,265.00
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$3,220.00
Case Conclusion:	\$1,015.00

Estimated ILYM Fees & Expenses: \$8,650.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Begley v. Genewiz, LLC

Wednesday, January 22, 2025

Requesting Attorney's Name: Dariane Rose

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$650.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	4	\$480.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	2	\$140.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	2	\$140.00
Report Processing	Hourly	\$70.00	2	\$140.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
NCOA	Flat Rate	\$150.00	1	\$150.00
Toll Free Customer Service Representative	Flat Fee	\$200.00	1	\$200.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$2,500.00

NOTIFICATION & MAILING				
Fulfillment of Notice, English & Spanish	Per Piece	\$1.50	450	\$675.00
USPS First Class Postage	Per Piece	\$0.75	450	\$337.50
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	68	\$135.00
Storage, Photocopies, Deliveries	Flat Fee	\$117.50	1	\$117.50

Subtotal \$1,265.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Begley v. Genewiz, LLC

Wednesday, January 22, 2025

Requesting Attorney's Name: Dariane Rose

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$1.00	450	\$450.00
USPS First Class Postage	Per Piece	\$0.65	450	\$292.50
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	45	\$67.50
Preparation of Taxes	Hourly	\$120.00	3	\$360.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

*Additional Bank fees may apply

Subtotal **\$3,220.00**

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Process Unclaimed Funds	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$125.00	1	\$125.00

Subtotal **\$1,015.00**

Estimated ILYM Fees & Expenses: \$8,650.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the permissible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

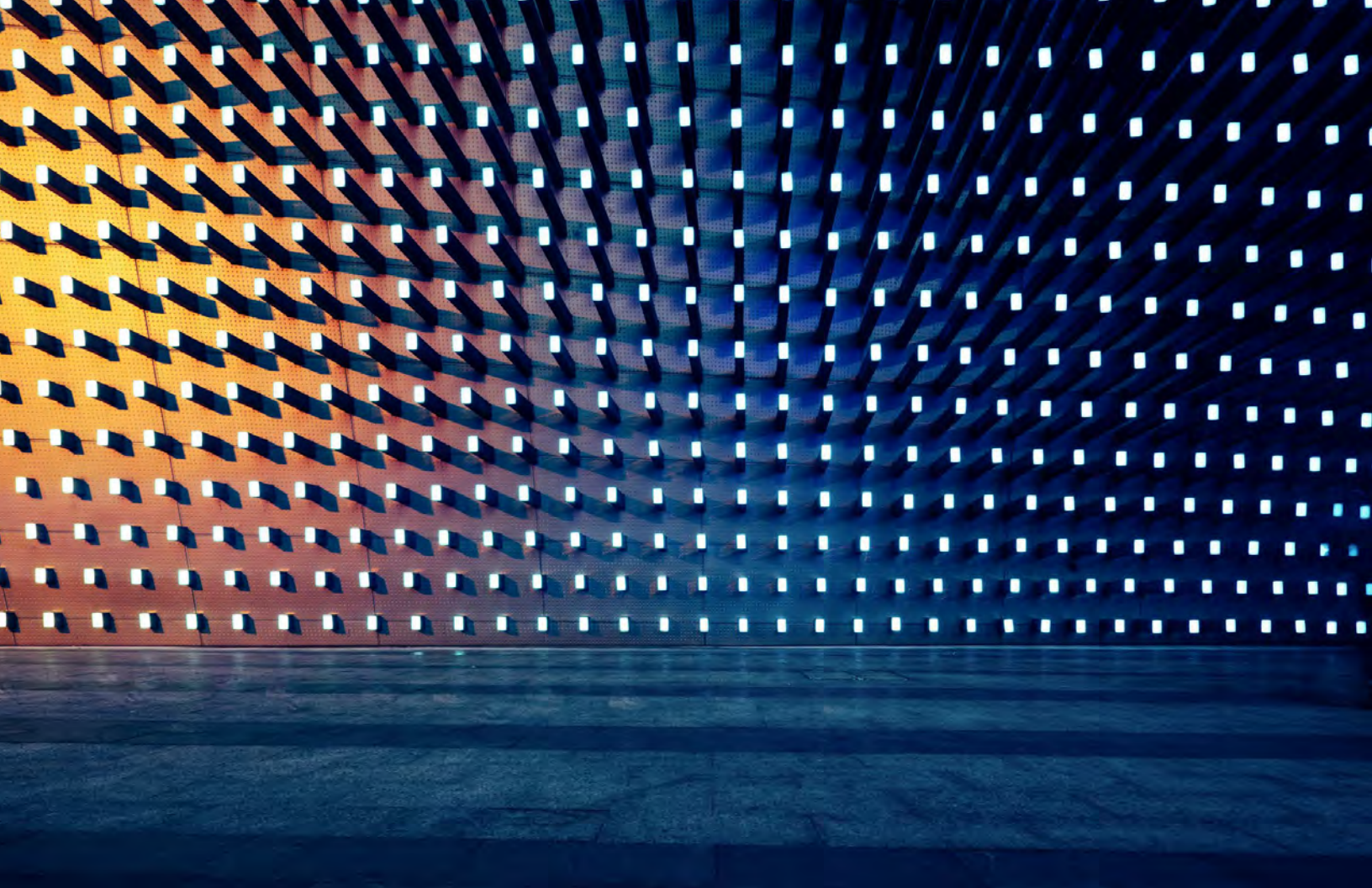
Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT 3



ELM Solutions

2022 Real Rate Report[®]

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

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Report Use Considerations

2022 Real Rate Report

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

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

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

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

Some key factors¹ that drive rates²:

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

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

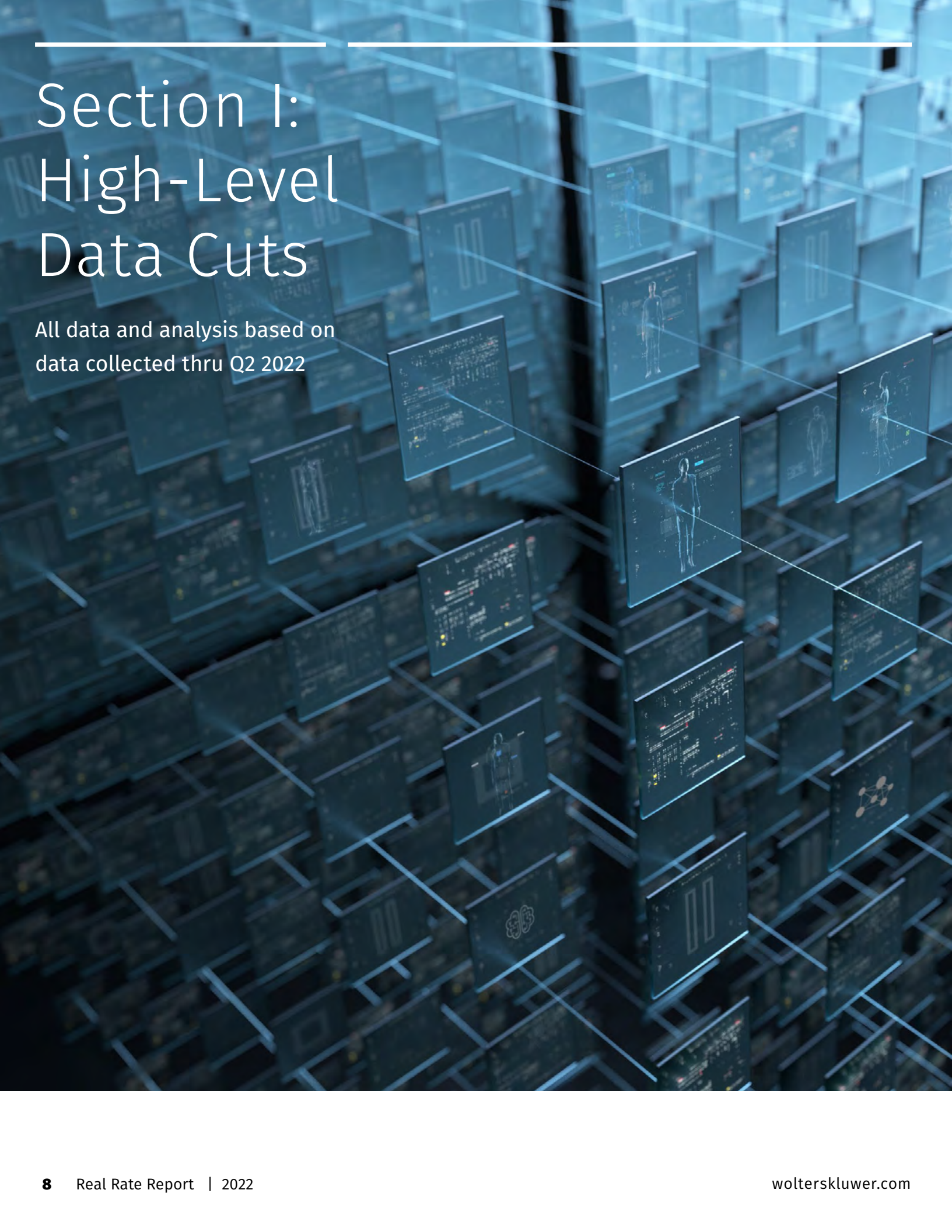
Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural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

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

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

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

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



Section I: High-Level Data Cuts

All data and analysis based on
data collected thru Q2 2022

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Associate

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Partner

Trend Analysis - Mean

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



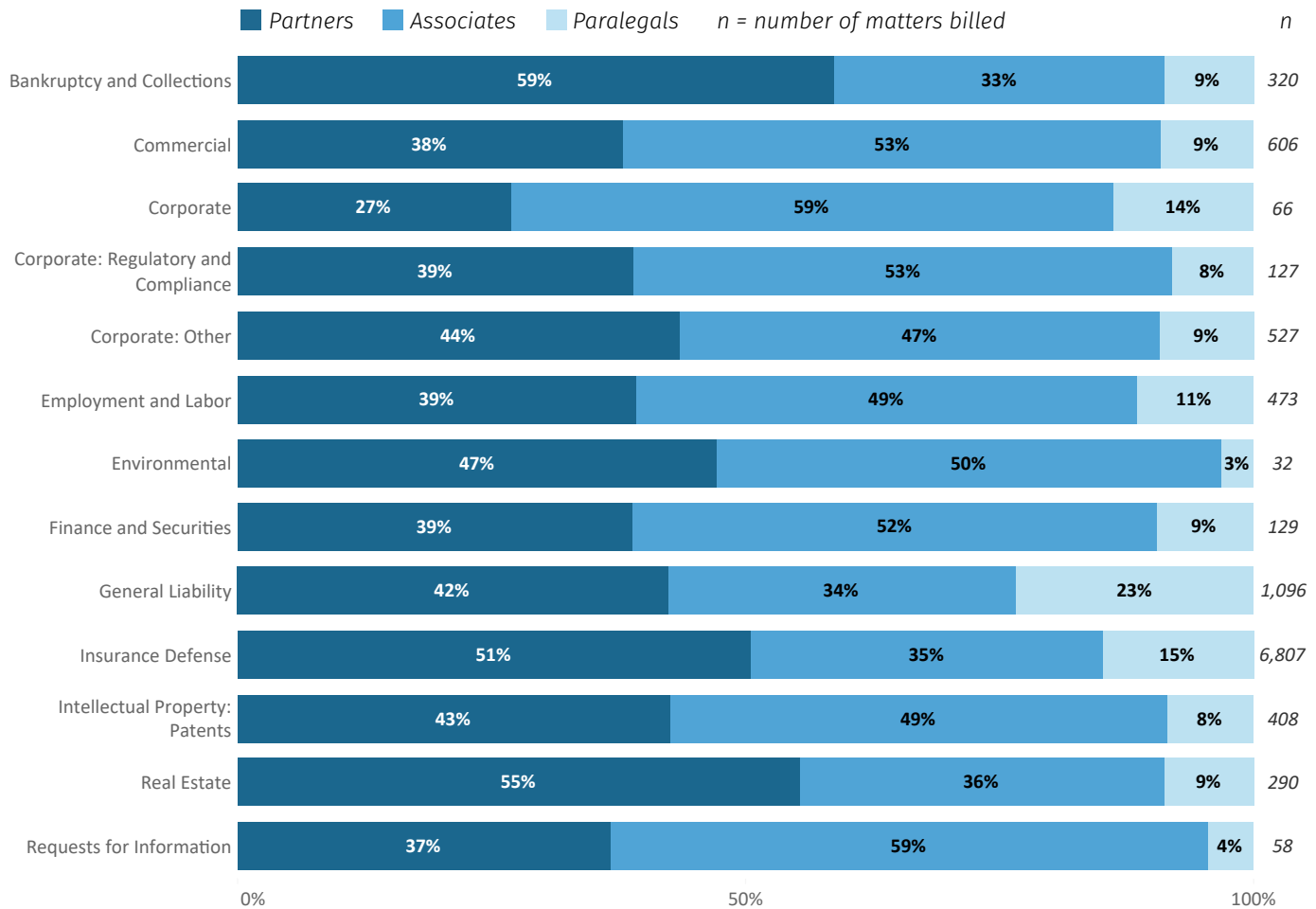
Section VI: Matter Staffing Analysis

All data and analysis based on
data collected thru Q2 2022

Section VI: Matter Staffing Analysis

Long Litigation Matters, More Than 100 Total Hours Billed

2019 to 2022 -- Percentage of Hours Billed per Matter



Section VII: Data Methodology

All data and analysis based on
data collected thru Q2 2022

Appendix: Data Methodology

Invoice Information

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

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

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

Non-Invoice Information

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

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

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

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

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

Appendix: Data Methodology

A Note on US Cities

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

Appendix: Data Methodology

Bankruptcy and Collections

Chapter 11
Collections

General/Other
Workouts and Restructuring

Commercial (Commercial Transactions and Agreements)

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

Corporate¹

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

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

Employment and Labor

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

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

Environmental

General/Other
Health and Safety

Superfund
Waste/Remediation

Finance and Securities

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

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

General Liability

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

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

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

EXHIBIT 4

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Business & Practice

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

By Roy Strom

Column

June 9, 2022, 2:30 AM

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

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

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

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

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

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

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

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

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

Charge It Up

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

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

Source: Court documents

Bloomberg Law

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

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

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

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

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

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

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

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

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

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

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

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

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

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

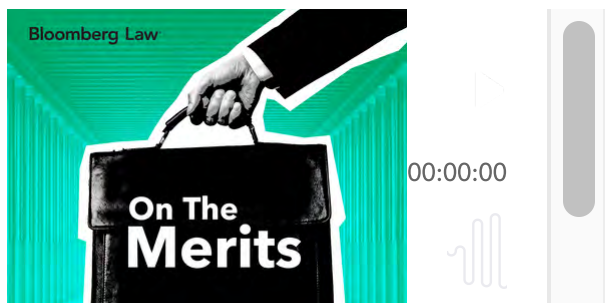
“If the argument is that Jones Day and Skadden Arps are less expensive, then you’re already talking about the cream of the crop, the top-of-the-barrel law firms,” Vinaccia said. “I can’t imagine a case in which I might argue those two firms are more reasonable than the rates I’m dealing with.”

Worth Your Time

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

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

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



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

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Documents

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