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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

MIGUEL A. HUERTA ALVAREZ,
individually, on behalf of all others similarly
situated, and on behalf of the State of California
and other aggrieved persons,

Plaintiff,

v.

ASAS GROUP, INC., a California corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2025-01487413-CU-OE-CXC
Assigned to Hon. David A. Hoffer, Dept.
CX103

Complaint filed: June 3, 2025
FAC filed: February 5, 2026
Trial date: Not Set

CLASS & REPRESENTATIVE ACTION

**DECLARATION OF CONOR J.D. GOMEZ
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

*[Filed concurrently with: Plaintiff's Notice of
Motion and Motion for Preliminary Approval of
Class Action Settlement]*

PRELIMINARY APPROVAL HEARING

Date: July 20, 2026
Time: 1:30 p.m.
Dept: CX103

1 I, Conor J.D. Gomez, declare as follows:

2 1. I am admitted and in good standing to practice as an attorney in the State of
3 California. I am an Attorney at Wilshire Law Firm, PLC (“WLF”) and counsel of record for
4 plaintiff Miguel A. Huerta Alvarez (“Plaintiff” or “Class Representative”). I, along with the above-
5 captioned attorneys of WLF (inclusively “Class Counsel”), have reviewed the case files for this
6 matter as routinely kept by WLF in the course of litigation. Based upon the information available
7 to Class Counsel through WLF’s record-keeping processes, I am competent to make this
8 declaration (this “Declaration”). This Declaration is submitted concurrently with and in support
9 of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement (the “Motion”).

10 CASE BACKGROUND

11 2. This is a wage and hour class action and Private Attorneys General Act (“PAGA”)
12 (Cal. Lab. Code §§ 2699, *et seq.*) between Plaintiff and ASAS Group, Inc. (“Defendant,” and
13 together with Plaintiff, the “Parties”) (the “Action”). Plaintiff and the putative class members are
14 all persons who have been employed by Defendant in California as hourly-paid or non-exempt
15 employees at any point during the Class Period, including current and former employees (each a
16 “Class Member” and collectively the “Class”) between June 3, 2021, through February 6, 2026
17 (the “Class Period”). Defendant is a Denny’s restaurant franchise that operates in Orange,
18 California.

19 3. Plaintiff alleges that Defendant’s payroll, timekeeping, and wage and hour practices
20 resulted in Labor Code violations. Specifically, Plaintiff alleges that Defendant failed to pay for
21 all hours worked, failure to provide meal periods, failure to authorize and permit rest periods,
22 failure to timely pay final wages, failure to furnish accurate wage statements, failure to
23 indemnify employees for expenditures, and failure to produce requested employment records.

24 4. Based on these allegations, on June 3, 2025, Plaintiff filed a putative wage and hour
25 class action complaint against Defendant for: (1) failure to pay minimum and straight time wages
26 (Labor Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Labor Code §§
27 1194 and 1198); (3) failure to provide meal periods (Labor Code §§ 226.7 and 512); (4) failure to
28 authorize and permit rest periods (Labor Code § 226.7); (5) failure to timely pay final wages at

1 termination (Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements
2 (Labor Code § 226); (7) failure to indemnify employees for expenditures (Labor Code § 2802); (8)
3 failure to produce requested employment records (Labor Code §§ 226 and 1198.5); and (9) unfair
4 business practices (Business and Professions Code §§ 17200, *et seq.*). Plaintiff sent a notice to
5 Defendant and the California Labor & Workforce Development Agency (“LWDA”) alleging
6 similar wage and hour violations pursuant to the PAGA on May 23, 2025. On February 5, 2026,
7 Plaintiff filed a first amended complaint against Defendant adding a cause of action for PAGA
8 civil penalties (the “Operative Complaint”).

9 DISCOVERY, INVESTIGATION, AND SETTLEMENT

10 5. Following the filing of the Action, the Parties exchanged information, data, and
11 documents before going to mediation. Plaintiff propounded formal written discovery. Thereafter,
12 the Parties decided to go to mediation to explore settlement. Defendant then produced a sample of
13 time and pay records for Class Members. Defendant also provided documents of its wage and hour
14 policies and practices during the Class Period and information regarding the total number of
15 current and former employees in its informal discovery responses. The Parties have engaged in
16 sufficient informal discovery and investigation to assess the relative merits of the claims and
17 contentions of the Parties.

18 6. After reviewing documents regarding Defendant’s wage and hour policies and
19 practices and analyzing Defendant’s timekeeping and payroll records, Class Counsel was able to
20 evaluate the probability of class certification, success on the merits, and Defendant’s maximum
21 monetary exposure for all claims. Class Counsel also investigated the applicable law regarding the
22 claims and defenses asserted in the Action. Class Counsel also investigated the applicable law
23 regarding the claims and defenses asserted in the Action. Class Counsel reviewed these records
24 and utilized a third-party consultant to prepare a damages analysis prior to mediation.

25 SETTLEMENT NEGOTIATIONS

26 7. On January 6, 2026, the Parties participated in private mediation with experienced
27 class action mediator Michael Strauss, Esq. The mediation was conducted via Zoom. The
28 settlement negotiations were at arm’s length and, although conducted in a professional manner,

1 were adversarial. The Parties went into the mediation willing to explore the potential for a
2 settlement of the dispute, but each side was also prepared to litigate their position through trial and
3 appeal if a settlement had not been reached.

4 8. After extensive negotiations and discussions regarding the strengths and
5 weaknesses of Plaintiff's claims and Defendant's defenses, the Parties reached a settlement, the
6 material terms of which are encompassed within the Settlement Agreement. Attached as **Exhibit**
7 **1** is a true and correct copy of the Class Action and PAGA Settlement Agreement (the "Settlement"
8 or "Settlement Agreement").

9 9. Class Counsel submitted the proposed Settlement to the LWDA before filing the
10 Motion. Attached as **Exhibit 2** is a true and correct copy of the submission of the Settlement
11 Agreement to the LWDA.

12 10. The Parties requested several bids from experienced class action settlement
13 administrators to serve as the settlement administrator for this Settlement. The Parties accepted the
14 bid of Apex Class Action, LLC, (the "Administrator") which was the lowest out of the multiple
15 bids sought. The Settlement Administrator has multiple years of experience in the field of class
16 action administration, particularly in the wage and hour arena. In its bid, the Administrator agreed
17 to cap its costs at \$4,990.00 for 100 Class Members (the "Administration Costs"). The
18 Administrator's bid accounts for serving the class notice in English and Spanish. The
19 Administrator will undertake its best efforts to ensure that the Class Notice attached as **Exhibit A**
20 to the Settlement Agreement (the "Class Notice") is provided to the current addresses of Class
21 Members, including conducting a national change of address search and re-mailing the Class
22 Notice to updated addresses. A true and correct copy of the bid is attached as **Exhibit 3**.

23 11. Plaintiff does not have any interest, financial or otherwise, in the Settlement
24 Administrator.

25 12. No one at WLF (meaning the law firm itself and anyone employed at the law firm)
26 has any interest, financial or otherwise, in the Settlement Administrator.

27 13. WLF has no fee-splitting agreement with any other counsel in this case.

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

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

7 15. Based on an analysis of the facts and legal contentions in this case, documents and
8 information from Defendant, Class Counsel evaluated Defendant’s maximum exposure. We took
9 into account the risk of not having the claims certified and the risk of not prevailing at trial, even
10 if the claims are certified. With the assistance of a statistics expert, Class Counsel created a
11 damages model to evaluate the realistic range of potential recovery for the Class using the data
12 Defendant provided, including: Class Member timekeeping and payroll records, the number of
13 Class Members, the number of Workweeks¹, the number of Aggrieved Employees², the relevant
14 PAGA Period³, the number of PAGA Pay Periods⁴, and average total compensation of the Class.
15 The damages model is based on the following benchmarks:

Total Class Members: 92
Terminated Class Members during 3-year statute of limitations period: 77
Total Workweeks: 6,400
PAGA Pay Periods: 1,231
Aggrieved Employees: 77
Avg. Hourly Rate: \$17.96

22 _____
23 ¹ “Workweek” means any week during which a Class Member worked any hours for
24 Defendant during the Class Period.

25 ² “Aggrieved Employee(s)” means all all persons who have been employed by Defendant
26 in California as hourly-paid or non-exempt employees at any point during the PAGA Period, as
27 more fully defined in Labor Code section 2699(c)(1), including current and former employees.

28 ³ “PAGA Period” means the period is July 28, 2024, through February 6, 2026.

⁴ “PAGA Pay Periods” means any Pay Period during which an Aggrieved Employee
worked for Defendant for at least one or more hours during the PAGA Period.

1 16. Based on Plaintiff's discovery and investigation, Class Counsel reached the
2 conclusion that Defendant had a policy and practice of: requiring its employees to work "off-the-
3 clock" prior to clocking in for the workday, during meal periods, and after clocking out for the
4 workday, time which it did not pay for; not providing its employees with California compliant
5 meal and rest periods, which it did not pay appropriate premiums for; and failing to reimburse its
6 employees for business-related expenses. Defendant denies these claims.

7 For purposes of calculating Defendant's liability based on a best-case scenario for
8 Plaintiff and the Class, we estimate that Defendant's maximum potential exposure by assuming
9 that all unpaid work time should have been paid at the overtime rate, not minimum or straight
10 time wages and we assumed that Defendant is liable for 1 hours of unpaid worktime per
11 workweek. This results in an estimate of \$172,416.00 (6,400 weeks * \$17.96 hourly average
12 rate * 1.5 overtime rate * 1 hours of unpaid work per week) but we discounted this figure by
13 80% to account for the difficulty of prevailing on a motion for class certification and a trial on
14 the merits because liability depends on whether Defendant knew or should have known that
15 Class Members were working off-the-clock, yielding a realistic damage estimate of \$34,483.20.⁵

16 17. With respect to the meal period claim, Plaintiff alleges that Defendant required
17 Plaintiff and similarly situated Class Members to either work in lieu of taking meal periods, or
18 their meal periods were untimely or interrupted. Our expert analyzed Defendant's timekeeping
19 records and opined that approximately 16.8% of all meal breaks had violations of short, missed, or
20 no meal periods (accounting for waivable shifts and meal period premiums paid). Potential liability
21 for the meal period claim is \$65,656.01 (6,400 weeks * 16.8% * \$17.96 * reasonable estimated 3.4
22 shifts a week). We discounted this figure by 80% to account for the difficulty of certifying and
23 proving meal period claims, as well as Defendant's contention that the claim lacks merit,
24
25

26 ⁵ 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 particularly in light of its numerous meal period premium payments, yielding a realistic damage
2 estimate of \$13,131.20.

3 18. With respect to the rest period claim, Plaintiff alleges that Defendant required them
4 and similarly situated class members to work in lieu of taking rest periods, or their rest periods
5 were interrupted. Assuming a 100% violation rate for the class period based on Plaintiff's and other
6 class members' experience working for Defendant, Defendant's potential liability for the rest
7 period claim is \$390,809.60 (6,400 weeks * 100% * \$17.96 * reasonable estimated 3.4 shifts a
8 week); however, we discounted this figure by 50%⁶ to account for the difficulty of certifying and
9 proving rest period claims, particularly because rest periods do not have to be recorded, and to
10 account for the possibility of class members voluntarily choosing to forego a rest period, yielding
11 a realistic damage estimate of \$195,404.80.

12 19. Plaintiff also alleges that Defendant failed to reimburse necessary business
13 expenses. Plaintiff and similarly situated Class Members were required to use their personal cell
14 phones as an essential part of their job duties, including but not limited to clocking in and out,
15 responding to work-related emails and text messages, taking and making phone calls, and receiving
16 instructions from supervisors. For purposes of calculating Defendant's liability based on a best-
17 case scenario for Plaintiff and the Class, we estimated that Defendant was liable to each Class
18 Member for \$50.00 a month or \$12.50 per workweek in unreimbursed expenses, for a total amount
19 of \$80,000.00 (\$12.50 * 6,400); however, we discounted this figure by 80% to account for the
20 difficulty of certifying and proving expense reimbursement claims, particularly in light of written
21 policies and practices providing a mechanism for class member's to seek reimbursement, yielding
22 a realistic damage estimate of \$16,000.00.

23 20. In sum, we estimated that Plaintiff's maximum recovery for the off-the-clock claim,
24 meal period violations, rest period violations, and failure to reimburse expenses is \$708,881.61,
25 but, after factoring in the risk and uncertainty of prevailing at certification and trial, we estimate
26 that Plaintiff's realistic estimated recovery for the non-penalty claims is \$259,019.20.

27
28 ⁶ We assume a 50% violation rate due to rest breaks being unrecorded and it is a "coin toss"
as to what a jury might find given the they-said they-said nature of these claims.

21. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimated that Defendant's realistic potential liability is \$99,914.62. While Defendant's maximum potential liability for: waiting time penalties is \$257,223.12 based on approximately 77 terminated class members during the 3-year statute of limitations period ($77 * \$17.96 * 6.2 \text{ hours} * 30 \text{ days}$); inaccurate wage statements is \$119,250.00 based on approximately 77 Aggrieved Employees who worked approximately 1,231 PAGA Pay Periods within the 1-year statute of limitations period ($\$50 * 77 + (\$100 * 1,154)$); and PAGA violations \$123,100.00 based on the Court assessing a \$100 penalty for initial violations for all 1,231 Pay Periods within the 1-year statute of limitations period, we believe that it would be unrealistic to expect the Court to award the full \$499,573.62 in penalties given Defendant's defenses, the contested nature of Plaintiff's claims, and the discretionary nature of penalties. Considering that the underlying claims are realistically estimated to be \$259,019.20, such a disproportionate award would also raise due process concerns. Weighing these factors and applying a discount of 80% to account for the risk and uncertainty of prevailing at trial and the Court's discretionary ability to lower penalties, we arrived at \$99,914.72 for statutory and civil penalties.

22. Using these estimated figures, Plaintiff predicted that the realistic maximum recovery for all claims, including penalties, would be \$358,933.92. This means that the \$225,000.00 settlement figure represents approximately 62.7% of the realistic maximum recovery ($\$225,000.00 / \$358,933.92 = 62.7\%$). Considering the risk and uncertainty of prevailing at class certification and at trial, this is an excellent result for the Class.⁷ Indeed, because of the Settlement, Class Members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

⁷ See, e.g., *Wise v. Ulta Salon, Cosmetics & Fragrance, Inc.* (E.D. Cal. Aug. 21, 2019) 2019 WL 3943859 at *8 (granting preliminary approval where the proposed allocation to settle class claims was between 9.53 percent of Plaintiffs' maximum recovery); *Bravo v. Gale Triangle, Inc.* (C.D. Cal. Feb 16, 2017) 2017 WL 708766 at * 10 (finding that "a settlement for fourteen percent recovery of Plaintiffs' maximum recovery is reasonable"); *In re Omnivision Techs., Inc.* (N.D. Cal. 2008) 559 F.Supp.2d 1036, 1042 (approving settlement amount that "is just over 9% of the maximum potential recovery asserted by either party.").

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

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

12 25. As a result of the Settlement, the net settlement amount to be split amongst the Class
13 is the Gross Settlement Amount minus:

- 14 a. \$75,000.00 for Class Counsel's attorneys' fees ("Class Counsel Fees Payment");
- 15 b. \$17,000.00 for Class Counsel's litigation expenses ("Class Counsel Litigation
16 Expenses Payment");
- 17 c. up to \$4,990.00 for the Administration Costs;
- 18 d. \$20,000.00 for the PAGA penalties (the "PAGA Penalties"), with 65%
19 (\$13,000.00) allocated to pay to the LWDA (the "LWDA PAGA Payment") and
20 35% (\$7,000.00) allocated to pay to all Aggrieved Employees (the "Individual
21 PAGA Payment"); and
- 22 e. \$10,00.00 for the service award to Plaintiff for serving as the Class
23 Representative (the "Class Representative Service Payment")
24 (the "Net Settlement Amount").

25 26. The Net Settlement Amount is estimated to be \$98,010.00 for the Class. As a result,
26 each Class Member is eligible to receive an average net benefit of approximately \$1,065.33. When
27 considering the risks of litigation, the uncertainties involved in achieving class certification, the
28 burdens of proof necessary to establish liability, the probability of appeal of a favorable judgment,

1 it is clear that the Settlement is within the “ballpark” of reasonableness, and preliminary settlement
2 approval is appropriate.

3 CLASS REPRESENTATIVE’S ENHANCEMENT PAYMENT IS REASONABLE

4 27. Class Counsel represents that Plaintiff devoted a great deal of time and work
5 assisting Class Counsel in the Action.

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

16 29. At the same time, Plaintiff faced many risks in serving as the Class Representative
17 in the Action. Plaintiff faced actual risks with their future employment since being named on public
18 record in an employment lawsuit could also very well affect a person’s ability to procure future
19 employment. Furthermore, as part of the Settlement, Plaintiff is executing general release of all
20 claims against Defendant, which is broader than that of the other Class Members resulting in
21 greater financial opportunity cost.

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

1 31. In the final analysis, this Action would not have been possible without the aid of
2 Plaintiff, who put their own time and effort into the Action, sacrificed the value of their own
3 individual claims, and placed assumed risks for the sake of the Class. The Class Representative
4 Service Payment is a relatively small amount of money given the time and effort Plaintiff put into
5 the Action and in comparison to service awards granted to named plaintiffs in similar class actions.
6 The Class Representative Service Payment is therefore reasonable to compensate Plaintiff for their
7 active participation in this lawsuit.

8 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

9 32. I believe that the Class Counsel Fees Payment and Class Counsel Litigation
10 Expenses Payment are reasonable. The fee percentage requested is less than that charged by Class
11 Counsel for most employment cases. Class Counsel invested significant time and resources into
12 the Action, with payment deferred to the end, and then, of course, contingent on the outcome.

13 33. It is further estimated that Class Counsel will need to expend at least another 10 to
14 15 hours to monitor the process leading up to the final approval and payments made to the Class.
15 Class Counsel also bears the risk of taking the necessary actions if Defendant fails to pay.

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

24 35. Because most individuals cannot afford to pay for representation in litigation on an
25 hourly basis, WLF represents virtually all of its employment law clients on a contingency fee basis.
26 Pursuant to this arrangement, WLF is not compensated for our time unless we prevail at trial or
27 successfully settle our clients' cases. Because Class Counsel is taking the risk that we will not be
28 reimbursed for our time unless our client settles or wins his or her case, we cannot afford to

1 represent an individual employee on a contingency basis if, at the end of our representation, all we
2 are to receive is our regular hourly rate for services. It is essential that we recover more than our
3 regular hourly rate when we win or settle to remain in practice and continue representing other
4 individuals in civil rights employment disputes.

5 PLAINTIFF’S COUNSEL’S EXPERIENCE AND QUALIFICATIONS

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

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

15 CLASS COUNSEL’S EXPERIENCE

16 Benjamin H. Haber’s Qualifications

17 38. Benjamin H. Haber is a Partner at WLF. He graduated from the University of
18 California, Los Angeles, in 2012 and received his Juris Doctor from the University of California,
19 Hastings College of the Law (now the University of California College of Law, San Francisco) in
20 2016. During law school, he was a member of the executive board for the *Hastings Law Journal*;
21 a student mediator at the San Francisco Superior Court, Small Claims Division; and a managing
22 editor for *SCOCAblog*, which continues to be a leading online publication for analysis regarding
23 trends and cases before the California Supreme Court. Since graduating from law school, he has
24 focused his legal work primarily on wage-and-hour litigation and has helped obtain more than one
25 hundred class settlements on behalf of tens of thousands of workers in California. He was also
26 selected as a “Southern California Rising Star” in 2024, 2025, and 2026.

27 39. He has been appointed as class counsel in numerous wage-and-hour cases
28 throughout California. Below is a non-exhaustive list of cases where he was appointed as class

counsel or he and other members of WLF were appointed as class counsel:

- a. *Colter v. Propulsion Controls Engineering*, San Diego County, Case No. 37-2020-00030682-CU-OE-CTL; Motion for Final Approval granted on October 28, 2022.
- b. *Rodriguez v. Modesto Restaurant Group, LLC*, Stanislaus County, Case No. CV-21-000269; Motion for Final Approval granted on January 10, 2023.
- c. *Kingsbury v. Caravan Foods II, Inc.*, Alameda County, Case No. RG21096357; Motion for Final Approval granted on January 31, 2023.
- d. *Frias-Estrada v. Trek Retail Corporation*, Contra Costa County, Case No. MSC20-01916; Motion for Final Approval granted on March 3, 2023.
- e. *Varez v. Valley Connection, LLC dba Carl's Jr.*, Merced County, Case No. 22CV-00985; Motion for Final Approval granted on April 27, 2023.
- f. *Reyes v. Everytable, PBC, et al.*, Los Angeles County, Case No. 21STCV35987; Motion for Final Approval granted on May 3, 2023.
- g. *Ortiz v. Tara Materials, Inc.*, San Diego County, Case No. 37-2021-0001473-CU-OE-CTL; Motion for Final Approval granted on May 30, 2023.
- h. *Cruz-Sanchez v. Eagle Lath & Plaster, Inc.*, Sacramento County, Case No. 34-2021-00293739-CU-OE-GDS; Motion for Final Approval granted on May 30, 2023.
- i. *Garduno v. New Generation Framing, Inc., et al.*, Stanislaus County, Case No. CV-21-000544; Motion for Final Approval granted on August 11, 2023.
- j. *Hernandez, et al. v. Burford Farming Company, Inc.*, Fresno County, Case No. 21CECG03817; Motion for Final Approval granted on August 21, 2023.
- k. *Barajas v. Final Phase Construction, Inc.*, San Bernardino County, Case No. CIVSB2118622; Motion for Final Approval granted on September 13, 2023.
- l. *Jaimes, et al. v. Infiniti Health LLC*, Los Angeles County, Case No. 22STCV07261; Motion for Final Approval granted on October 17, 2023.
- m. *Nunez v. Gabriel Container*, Los Angeles County, Case No. 21STCV09787; Motion for Final Approval granted on November 2, 2023.
- n. *Gutierrez v. Next Level Door & Millwork, Inc.*, Riverside County, Case No.

- CVRI2105455; Motion for Final Approval granted on January 11, 2024.
- o. *Lupercio v. Western CNC, Inc.*, San Diego County, Case No. 37-2021-00010314-CU-OE-CTL; Motion for Final Approval granted on January 26, 2024.
- p. *Jackson, et al. v. Apple Valley Communications, Inc., et al.*, San Bernardino County, Case No. CIVSB2124721; Motion for Final Approval granted on February 1, 2024.
- q. *Cuadras, et al. v. Guinn Corporation*, Kern County, Case No. BCV-21-101520; Motion for Final Approval granted on February 22, 2024.
- r. *Canton, et al v. John B. Sanfilippo & Sons, Inc.*, Merced County, Case No. 22-CV-01145; Motion for Final Approval granted on March 15, 2024.
- s. *Williams v. Total Longterm Care, Inc., et al.*, San Bernardino County, Case No. CIVSB2213347; Motion for Final Approval granted on April 2, 2024.
- t. *Espinoza v. Delallo's Italian Foods, Inc.*, Butte County, Case No. 21CV02640; Motion for Final Approval granted on April 24, 2024.
- u. *Meza v. Argus Management Company, LLC, et al.*, Los Angeles County, Case No. 21STCV31612; Motion for Final Approval granted on May 20, 2024.
- v. *Wade v. Mallory Safety and Supply LLC*, Siskiyou County, Case No. 23CV00951; Motion for Final Approval granted on July 11, 2024.
- w. *Abarca-Rueda, et al. v. Foley Family Wines, Inc., et al.*, Sonoma County, Case No. S-CV-268148; Motion for Final Approval granted on August 21, 2024.
- x. *Aguilar v. American Pasteurization Company, Inc., et al.*, Sacramento County, Case No. 34-2021-00312027-CU-OE-GDS; Motion for Final Approval granted on September 3, 2024.
- y. *Hayes, et al. v. Gonzales Park, LLC, et al.*, Butte County, Case No. 21CV02456; Motion for Final Approval granted on May 1, 2024.
- z. *Hernandez v. KW California, et al.*, Kern County, Case No. BCV-23-100346; Motion for Final Approval Granted on December 4, 2024.
- aa. *Arias v. The Shyft Group GTB, LLC, et al.*, Los Angeles County, Case No.22STCV37390; Motion for Final Approval granted on December 3, 2024.

1 bb. *Barajas Maya v. United Facilities Group, Inc., et al.*, Santa Clara County, Case No.
2 22CV397353; Motion for Final Approval granted on November 22, 2024.

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

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

14 b. In an article entitled "Big Law Rates Topping \$2,000 Leave Value 'In Eye of
15 Beholder,'" written by Roy Strom and published by Bloomberg Law on June 9,
16 2022, the author describes how Big Law firms have crossed the \$2,000-per hour
17 rate. The article also notes that law firm rates have been increasing by just under
18 3% per year. A true and correct copy of this article is attached hereto as **Exhibit 5.**

19 Alan Wilcox's Qualifications

20 41. Alan Wilcox obtained his Bachelor's degree from the University of California,
21 Berkeley in 2007. He graduated from Pepperdine University's School of Law and became a
22 member of the California State Bar in 2012.

23 42. Throughout Mr. Wilcox's career up until his employment at WLF, he was
24 essentially continuously employed as a civil litigation attorney at multiple law firms. He has
25 represented clients in both state and federal Courts in a wide variety of matters, including contract
26 disputes, wrongful foreclosure, unlawful detainer, divorce, product defect, tort, and employment.

27 43. From 2014 to the present, Mr. Wilcox has been exclusively practicing complex civil
28 litigation representing plaintiff employees in employment matters. In that time, he has become an

1 expert in the field. Mr. Wilcox has handled both individual wrongful discharge and collective
2 wage and hour actions, with class action and PAGA matters including *Flores v. Aqua Terra*
3 *Culinary, Inc.*, Monterey Superior Court Case No. 17CV002672, *Garcia v. Construction*
4 *Innovations Group, LLC*, Sacramento Superior Court Case No. 34-2020-00285239, *Kim v.*
5 *Sheraton Operating Corp.*, Central District of California Case No. 2:17-cv-09247-FMO-E, *Pease*
6 *v. Wattrans, Inc.*, San Bernardino Superior Court Case No. CIVDS1919832, and *Lachman v.*
7 *Berlitz Languages, Inc.*, Los Angeles Superior Court Case No. 19STCV01533, among others.

8 44. Mr. Wilcox used his programming skills to create complex systems for
9 automatically performing in-depth analyses of employment records to identify wage and hour
10 violations in both individual and collective action settings. He has tried several matters, including
11 multiple employment cases and multiple non-employment cases. His expertise has resulted in
12 obtaining multiple millions of dollars for his clients. He strives to represent individuals struggling
13 to enforce their rights and recover what is owed to them from employers who violate California
14 law. At WLF, he is a Senior Attorney charged with taking resolved class action and PAGA matters
15 and ensuring that they are carried through the approval and distribution process in an efficient
16 manner and in compliance with Court orders.

17 45. Mr. Wilcox's current hourly billing rate is \$950.00 per hour. This hourly rate is
18 reasonable and appropriate, given his background and experience. He is generally familiar with
19 hourly rates charged by attorneys in both Southern and Northern California whose training and
20 experience are similar, and believes this rate is competitive in both markets for attorneys.

21 46. Indeed, a commonly used metric for determining reasonable attorney fee rates based
22 upon years of experience, the Laffey Matrix (<http://www.laffeymatrix.com/see.html>), indicates
23 that it would be reasonable for Mr. Wilcox to charge approximately \$948.00 per hour. Prior to
24 taking on a Senior Attorney role at WLF, for multiple years his hourly billing rate stagnated at
25 \$650.00 per hour, following Judge Upinder S. Kalra granting the plaintiff's post-trial motion for
26 attorneys' fees and approving hours and rate billed in the matter of *Parker v. Innovative Speech*
27 *Therapy and Communications Servs., Inc.*, Los Angeles Superior Court Case No. 19STCV36310,
28 and when Judge Kory Mathewson approved Mr. Wilcox's fee rate for a default judgment in *Segura*

1 v. Beyond Staffing Solutions, Inc., San Bernardino Superior Court Case No. CIVDS1908672.
2 While working for WLF, Mr. Wilcox has been repeatedly approved as class counsel and his hourly
3 billing rate has been approved for many class and PAGA action settlements.

4 Talar DerOhannessian's Qualifications

5 47. Talar DerOhannessian is a Senior Attorney at Wilshire Law Firm. She graduated
6 from the University of California, Los Angeles with a Bachelor of Arts in Communications
7 Studies and earned her Juris Doctor degree from Loyola Law School, Los Angeles. She was
8 admitted to practice law in the State of California in 2016 and has since been admitted to all four
9 federal district courts in California. Prior to joining Wilshire Law Firm, PLC, she worked at various
10 law firms and advocacy groups gaining experience in various areas of law and practice, including
11 election law, mass torts, personal injury, and employment law. Since 2019, she has specialized in
12 wage and hour class actions and representative actions brought under California's Private Attorneys
13 General Act ("PAGA"). As a Senior Attorney at Wilshire Law Firm, she leads and manages over
14 one hundred complex wage and hour class and PAGA matters pending in courts throughout the
15 State of California.

16 Conor J.D. Gomez's Qualifications

17 48. Conor J.D. Gomez is a fifth-year Settlement Attorney at WLF. Mr. Gomez is
18 responsible for finalizing resolved class action and PAGA matters, ensuring that they are carried
19 through the approval and distribution process in an efficient manner and in compliance with court
20 orders. He graduated from the University of California, Los Angeles School of Law in May 2020.
21 Mr. Gomez passed the California Bar Examination on his first attempt and was admitted to practice
22 in May 2021. He is admitted to practice law in the State of California and before the Northern
23 District of California.

24 49. Mr. Gomez also serves as an adjunct professor at the Thomas Jefferson School of
25 Law in San Diego, California, and he acts as a Bar Exam Preparation mentor to law students
26 throughout San Diego. He graduated from the University of California, San Diego in 2017 with a
27 Bachelor of Arts in Sociology, concentrating in Law & Society. During law school, Mr. Gomez
28 obtained credentials in course design, teaching innovation and technology, and business

1 administration from the University of California, Irvine. He was awarded the Masin Family
2 Foundation Gold Award in recognition of his academic performance in law school.

3 50. Mr. Gomez began his legal career representing both for-profit and non-profit/tax-
4 exempt organizations. He draws on that experience to achieve strong results for his clients, having
5 represented businesses and understanding their perspectives. He has practiced plaintiff-side
6 employment litigation for several years and has a strong record of securing settlements in
7 individual wage-and-hour and FEHA matters, with results regularly reaching the six-figure range.
8 Throughout his career, Mr. Gomez has worked with multiple firms, taking on increasing
9 responsibility and mentoring dozens of new attorneys in employment law fundamentals and
10 litigation strategy to achieve efficient and favorable outcomes. He transitioned into his current role
11 at WLF to capitalize on his strengths in settlement negotiations, workflow optimization, and
12 drafting clear and concise agreements and motions, with the goal of achieving maximal results for
13 larger classes of workers.

14 51. Mr. Gomez has served on the board of directors for local arts organizations and
15 regularly hosts workshops throughout Southern California. He has guest lectured at the University
16 of California, Irvine on various legal topics. He is also a certified mediator and serves on the
17 California Lawyers for the Arts mediation panel, where he volunteers his time to mediate a wide
18 range of disputes, including artistic business and ownership matters as well as employment
19 disputes.

20 52. Mr. Gomez has been appointed as class counsel in wage-and-hour matters
21 throughout California, including most recently in *Taylor v. Taylor Creative Inc., et al.*,
22 *23CV012371*, *Motion for Final Approval Granted on May 4, 2026*; *Martinez v. Inland Staffing Inc.*
23 *et al.*, *CIVSB2428153*, *Motion for Preliminary Approval Granted April 24, 2026*; *Alvarado v.*
24 *Northstar Chemical, Inc., et al.*, *CV-23-001538*, *Motion for Final Approval Granted April 9,*
25 *2026*; *Julius v. Amdal Transport Services, Inc.*, *VCU309520*, *Motion for Final Approval Granted*
26 *April 7, 2026*; *Begley v. Genewiz, LLC*, *37-2022-00038762-CU-OE-CTL*, *Motion for Final*
27 *Approval Granted April 3, 2026*; *Canady v. Sheffield Platers, Inc.*, *37-2024-00014952-CU-OE-*
28 *CTL*, *Motion for Preliminary Approval Granted March 4, 2026*; *Molina v. CCN Framing, Inc.*,

1 *22STCV10819, Motion for Preliminary Approval Granted on March 4, 2026; and Lucero v. Nissho*
2 *of California, Inc., Case No. 37-2021-00001528-CU-OE-CTL, consolidated with Case No. 37-*
3 *2022-00012006-CU-OE-CTL, Motion for Final Approval granted on February 20, 2026.*

4 Kareen Shatikian's Qualifications

5 53. Kareen Shatikian is an Associate Attorney at WLF. She is admitted to practice in
6 the State of California, and the United States District Courts for the Central, Southern, Eastern,
7 and Northern Districts of California. She graduated from the California State Polytechnic
8 University, Pomona with a Bachelor of Arts in Sociology, and earned her Juris Doctor from
9 Southwestern Law School in 2021. Before joining WLF, she practiced at a law firm dedicated to
10 wage-and-hour class actions. At WLF, Kareen focuses on class action wage-and-hour litigation,
11 including matters brought under the Private Attorneys General Act of 2004 ("PAGA").

12 Executed on May 11, 2026, in San Diego, California.

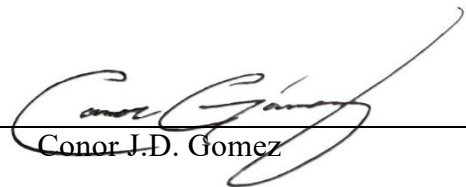
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15 _____
16 Conor J.D. Gomez
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Exhibit 1

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Attorneys for Plaintiff

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

MIGUEL A. HUERTA ALVAREZ,
individually, on behalf of all others similarly
situated, and on behalf of the State of
California and other aggrieved persons,

Plaintiff,

v.

ASAS GROUP, INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 30-2025-01487413-CU-OE-CXC

*[Assigned for all purposes to Judge David A.
Hoffer, Dept. CX103]*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Complaint filed: June 3, 2025
FAC filed: February 5, 2026
Trial date: Not Set

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Miguel A. Huerta Alvarez (“Plaintiff”) and Defendant ASAS Group, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

1.1 “Action” means Plaintiff’s lawsuit alleging class and PAGA wage and hour violations against Defendants captioned *Miguel A. Huerta Alvarez v. ASAS Group, Inc.*, Orange Superior Court Case No. 30-2025-01487413-CU-OE-CXC.

1.2 “Administrator” means APEX Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 “Aggrieved Employee” means all persons who have been employed by Defendant in California as hourly-paid or non-exempt employees at any point during the PAGA Period, as more fully defined in Labor Code section 2699(c)(1), including current and former employees (“Aggrieved Employee(s)").

1.5 “Class” means all persons who have been employed by Defendant in California as hourly-paid or non-exempt employees at any point during the Class Period, including current and former employees (“Class Member(s)").

1.6 “Class Counsel” means Benjamin H. Haber, Esq., Talar DerOhannessian, Esq., and Kareen Shatikian, Esq. of Wilshire Law Firm, PLC.

1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request approval from the Court of up to one-third (1/3) of the GSA (currently estimated at \$75,000.00).

1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, not to exceed \$17,000.00, and paid from the Gross Settlement Amount.

1.9 “Class Data” means Class Member identifying information in Defendant’s possession, custody, or control for each Class Member, including each Class Member’s name, Social Security Number, last-known mailing address, last known telephone number, number of Workweeks, and number of PAGA Pay Periods.

1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and

means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11 “Class Notice” means the Court approved Notice of Settlement and hearing date for Final Approval, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12 “Class Period” means the period from June 3, 2021, through February 6, 2026.

1.13 “Class Representative” means the named Plaintiff Miguel A. Huerta Alvarez in the Action.

1.14 “Class Representative Service Payment” or “Enhancement Award” means the payment to the Class Representative for initiating the Actions and providing services in support of the Action.

1.15 “Court” means the Superior Court of California, County of Orange.

1.16 “Defendant” means named Defendant ASAS Group, Inc.

1.17 “Defense Counsel” means Michael J. Rossiter (SBN 258410) and Zachary M. Schwartz (SBN 286498) of Scott & Whitehead.

1.18 “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.22 “Gross Settlement Amount” or “GSA” means \$225,000.00 which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8, Escalator Clause.

1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27 “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties payment, Enhancement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30 “Operative Class Complaint” means the operative class action complaint filed in the Class Action.

1.31 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one or more hours during the PAGA Period.

1.32 “PAGA Period” means the period is July 28, 2024, through February 6, 2026.

1.33 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.34 “PAGA Notice” means Plaintiff’s May 23, 2025, letter (LWDA-CM-1100866-25) to the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.35 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$20,000.00), allocated 35% to the Aggrieved Employees (\$7,000.00) and 65% to LWDA (\$13,000.00) in settlement of PAGA claims.

1.36 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.37 “Plaintiff” means Miguel A. Huerta Alvarez , the named plaintiff in the Action.

1.38 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.39 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.40 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.41 “Released Parties” means Defendant and Defendant’s former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.42 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43 “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.44 “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

1.45 “Workweek” means any workweek in which a Class Member worked any hours for Defendant in California during the Class Period.

2. RECITALS.

1 2.1 Plaintiff Miguel A. Huerta Alvarez filed this class action complaint on June 3, 2025,
2 against Defendant ASAS Group, Inc. for systemic violations of the California Labor Code and
3 Business & Professions Code. Plaintiff brings this action on behalf of himself and similarly
4 situated employees for: (1) Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code
5 §§ 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194
6 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to
7 Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7); (5) Failure to Timely Pay Final
8 Wages at Termination (Cal. Lab. Code §§ 201-203); (6) Failure to Provide Accurate Itemized
9 Wage Statements (Cal. Lab. Code § 226); (7) Failure to Indemnify Employees for Expenditures
10 (Cal. Lab. Code § 2802); (8) Failure to Produce Requested Employment Records (Cal. Lab. Code
11 §§ 226 and 1198.5); and (9) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.).
12 On May 23, 2025, Plaintiff filed a PAGA Notice with the California Labor & Workforce
13 Development Agency and served to Defendant, pursuant to Labor Code § 2699.3(a). On February
14 5, 2026, Plaintiff amended his complaint to include a representative cause of action under the
15 Private Attorneys General Act (PAGA) to seek civil penalties on behalf of the State of California
16 and other aggrieved employees. Plaintiff contends that its claims are supported by Plaintiff's
17 testimony and that Defendant's policies and practices gave rise to the claims alleged in the Action,
18 which affected not only Plaintiff but similarly situated employees across the class period.

19 2.2 This matter is assigned for all purposes to Honorable David A. Hoffer, Department
20 CX103 of the Orange Superior Court. A trial date has not been set.

21 2.3 Defendant denies the allegations in the Actions, denies any failure to comply with the
22 laws identified in the Actions, and denies any and all liability for the causes of action alleged in
23 the Actions.

24 2.4 In advance of mediation, Defendant agreed to provide informal discovery, including
25 Defendant's informal production of Class member and Aggrieved Employees' time and pay
26 records; Plaintiff's personnel files including complete records and pay stubs, and data points. In
27 advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and
28 applicable law to the Actions.

1 2.5 Prior to mediation, Plaintiff obtained and analyzed a representative sampling of time and
2 payroll data for Class Members and the necessary policy documents through informal discovery
3 to properly evaluate the strengths and weakness of the claims and engage in meaningful settlement
4 discussions. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set
5 forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot*
6 *Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

7 2.6 On January 6, 2026, the Parties participated in an all-day mediation presided over by
8 mediator Michael Strauss, Esq. via Zoom. The Parties accepted a mediator's proposal that day
9 and agreed on general settlement terms. The Parties memorialized their agreement in a
10 Memorandum of Understanding on February 5, 2026.

11 2.7 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of
12 any other pending matter or action asserting claims that will be extinguished or affected by the
13 Settlement.

14 3. **MONETARY TERMS.**

15 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
16 Defendant will pay \$225,000.00 to fully settle, resolve, and extinguish all claims asserted in the
17 Actions, including without limitation all claims asserted in the PAGA Notice. The Gross
18 Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the
19 wage portions of the Individual Class Payments, which Defendant will pay separately.

20 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
21 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
22 in the Final Approval:

23 3.2.1 To Plaintiff: A payment for the Enhancement Award to Plaintiff of not more than
24 \$10,000.00 in addition to any Individual Class Payment and any Individual PAGA Payment the
25 Class Representative is entitled to receive as a Participating Class Member. Defendant will not
26 oppose Plaintiff's request for an Enhancement Award that does not exceed this amount. If the
27 Court approves an Enhancement Award less than the amount requested, the Administrator will
28 retain the remainder in the Net Settlement Amount to be distributed to Participating Class

Members. The Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Enhancement Award.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the GSA, which is currently estimated to be \$75,000.00, and a Class Counsel Litigation Expenses Payment for actual costs. Defendant will not oppose requests for these payments. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Costs for actual costs, not to exceed \$7,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less, or the Court approves payment of less than requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each individual Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to the Settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class

Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 65% (\$13,000.00) allocated to the LWDA PAGA Payment and 35% (\$7,000.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$7,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, Defendant represents there are 92 Class Members who collectively worked a total of 6,400 Workweeks during the Class Period.

4.2 Class Data. Within 7 days of the Court issuing an order granting preliminary approval of this Settlement, Defendant will deliver to the Administrator identifying information in Defendant's possession, custody, or control for each Class Member, including each Class

Member's name, Social Security Number, last known mailing address, last known telephone number, number of Workweeks, and number of PAGA Pay Periods. The Administrator will maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement (such as issuing notices and payments to the Class Members) and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data is incomplete, inaccurate, or omitted class member identifying information, and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. Additionally, on or before the date on which Plaintiff files the initial motion for approval of this Settlement, Defendant's counsel shall confirm in writing to Plaintiff's counsel that the Class Data will be in their possession by no later than 7 calendar days after that filing date, to ensure that there will be no delays in providing the Class Data to the Administrator.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) days of the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within seven (7) days after Defendant fully funds the GSA, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Enhancement Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Enhancement Award shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The face of each check shall prominently state the date (180 days after the date of mailing) when the

1 check will be voided (“Void Date”). The Administrator will cancel all checks not cashed by the
2 Void Date. The Administrator will send checks for Individual Settlement Payments to all
3 Participating Class Members (including those for whom the Class Notice was returned
4 undelivered). The Administrator will send checks for Individual PAGA Payments to all
5 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
6 Employees (including those for whom Class Notice was returned undelivered). The
7 Administrator may send Participating Class Members a single check combining the Individual
8 Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement
9 Administrator must update the recipients’ mailing addresses using the National Change of
10 Address Database.

11 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
12 Members whose checks are returned undelivered without USPS forwarding address. Within
13 seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
14 forwarding address provided or to an address ascertained through the Class Member Address
15 Search. The Administrator need not take further steps to deliver checks to Class Members whose
16 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
17 replacement check to any Class Member whose original check was lost or misplaced, requested
18 by the Class Member prior to the void date.

19 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
20 Payment check is uncashed and canceled after the void date, the Administrator shall transmit the
21 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
22 name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of
23 California Code of Civil Procedure Section 384, subd. (b).

24 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
25 not obligate Defendant to confer any additional benefits or make any additional payments to Class
26 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

27 5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross
28 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual

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

5.1 Plaintiff's Release. Upon Defendant's payment in full of the GSA and the employer's taxes for the portion of the Settlement allocated to settlement of wage claims, Plaintiff agrees to a general release of all of Plaintiff's known and unknown claims against the Released Parties and waiver of Civil Code section 1542. Plaintiff discharges Released Parties from all claims, transactions, or occurrences, that occurred during the Class Period, including all claims that were, or reasonably could have been, alleged, based on the facts contained in the Actions; and claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the California Labor Code, and all equivalent claims under federal law ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

5.2 Released Class Claims: Upon Defendant's payment in full of the GSA and the employer's taxes for the portion of the Settlement allocated to settlement of wage claims, the claims waived, released, and discharged by Class Members (other than those who submit timely and valid requests for exclusion) as to the Released Parties are all claims arising during the Class Period which were asserted against Defendant in the operative complaint filed in the Action or

which reasonably could have been asserted against Defendant based on the factual allegations stated the operative complaint filed in the Action.

5.3 Released PAGA Claims: Upon Defendant's payment in full of the GSA and the employer's taxes for the portion of the Settlement allocated to settlement of wage claims, the claims waived, released, and discharged by Aggrieved Employees and the State of California as to the Released Parties are all claims under PAGA arising during the PAGA Period (a) which were asserted against Defendant in Plaintiff's PAGA Notice preceding the Action and/or the operative complaint filed in the Action or (b) which reasonably could have been asserted against Defendant based on the factual allegations stated in Plaintiff's PAGA Notice preceding the Action and/or the operative complaint filed in the Action.

6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a

prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected APEX Class Action LLC, to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator will become part of the NSA for distribution to Participating Class Members.

7.4 Notice to Class Members.

7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator

1 shall notify Class Counsel that the list has been received and state the number of Class Members,
2 Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

3 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days
4 after receiving the Class Data, the Administrator will send to all Class Members identified in the
5 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with
6 Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first
7 page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class
8 Payment and/or Individual PAGA Payment payable to the Class Member, and the number of
9 Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class
10 Notices, the Administrator shall update Class Member addresses using the National Change of
11 Address database.

12 7.4.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class
13 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
14 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
15 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
16 Notice to the most current address obtained. The Administrator has no obligation to make further
17 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
18 USPS a second time.

19 7.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks
20 and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond
21 the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-
22 mailed. The Administrator will inform the Class Member of the extended deadline with the re-
23 mailed Class Notice.

24 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
25 discovers any persons who believe they should have been included in the Class Data and should
26 have received Class Notice, the Parties will expeditiously meet and confer in person or by
27 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
28 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class

Members, the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the

1 right to object to the class action components of the Settlement. Because future PAGA claims are
2 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
3 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
4 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

5 7.5.5 If more than ten percent (10%) of all Class Members submit valid and timely
6 Requests for Exclusion from the Settlement, Defendant may, in its sole discretion, unilaterally
7 withdraw from and terminate this Settlement by providing written notice to Class Counsel no later
8 than five (5) calendar days prior to the Final Approval Hearing. In that event, this Agreement
9 shall be deemed null and void, subject to any provisions of this Agreement that expressly survive
10 termination.

11 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 (sixty) days
12 after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class
13 Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and
14 PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may
15 challenge the allocation by communicating with the Administrator via fax, email or mail. The
16 Administrator must encourage the challenging Class Member to submit supporting
17 documentation. In the absence of any contrary documentation, the Administrator is entitled to
18 presume that the Workweeks contained in the Class Notice are correct so long as they are
19 consistent with the Class Data. The Administrator's determination of each Class Member's
20 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
21 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to
22 the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
23 Administrator's determination of the challenges.

24 7.7 Objections to Settlement.

25 7.7.1 Only Participating Class Members may object to the class action components of the
26 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
27 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
28 Payment and/or Enhancement Award.

1 7.7.2 Participating Class Members may send written objections to the Administrator, by
2 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
3 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
4 Participating Class Member who elects to send a written objection to the Administrator must do
5 so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional
6 14 days for Class Members whose Class Notice was re-mailed).

7 7.7.3 Non-Participating Class Members have no right to object to any of the class action
8 components of the Settlement.

9 7.8 Administrator's Duties. The Administrator has a duty to perform or observe all tasks to
10 be performed or observed by the Administrator contained in this Agreement or otherwise.

11 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
12 maintain and use an internet website to post information of interest to Class Members including
13 the date, time and location for the Final Approval Hearing and copies of the Settlement
14 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;
15 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
16 Expenses Payment and Enhancement Award; the Final Approval Order; and the Judgment. The
17 Administrator will also maintain and monitor an email address and a toll-free telephone number
18 to receive Class Member calls, faxes and emails.

19 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
20 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
21 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
22 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
23 and other identifying information of Class Members who have timely submitted valid Requests
24 for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class
25 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
26 Exclusion from Settlement submitted (whether valid or invalid).

27 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
28 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class

1 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
2 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods
3 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA
4 Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment
5 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
6 objections received.

7 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
8 address and make final decisions consistent with the terms of this Agreement on all Class Member
9 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision
10 shall be final and not appealable or otherwise susceptible to challenge.

11 7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which
12 Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator
13 will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
14 Court attesting to its due diligence and compliance with all of its obligations under this
15 Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned
16 as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
17 number of Requests for Exclusion from Settlement it received (both valid or invalid), the number
18 of written objections and attach the Exclusion List. The Administrator will supplement its
19 declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
20 for filing the Administrator’s declaration(s) in Court.

21 7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator
22 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
23 and Defense Counsel with a final report detailing its disbursements by employee identification
24 number only of all payments made under this Agreement. At least 15 days before any deadline
25 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
26 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all
27 payments required under this Agreement. Class Counsel is responsible for filing the
28 Administrator's declaration in Court.

8. **ESCALATOR CLAUSE.** The GSA was calculated based on Defendant's above estimated number of Class Members, and Workweeks. If, during the course of this Settlement process, the total number of Workweeks (as defined above) increases by more than 10% (i.e. more than 7,040 Workweeks), the Defendant shall have the option of either (a) increasing the GSA on a pro-rata basis equal to the percentage increase in workweeks above 7,040 (for example, if the Workweek count increases by 12%, then the GSA shall increase by 2%; or (b) cutting off the Class Period as of the date that there are 7,040 Workweeks. This is a material representation for Plaintiff to enter into this Settlement.

9. **MOTION FOR FINAL APPROVAL.** Not later than 16 (sixteen) court days before the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval Order; and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1 **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Costs shall not constitute a material modification to the Agreement within the meaning of this paragraph.

1 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
2 Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes
3 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
4 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

5 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
6 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
7 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
8 counsel, and all Participating Class Members who did not object to the Settlement as provided in
9 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
10 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
11 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
12 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
13 obligations to perform under this Agreement will be suspended until such time as the appeal is
14 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
15 of the Net Settlement Amount.

16 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
17 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
18 modification of this Agreement (including, but not limited to, the scope of release to be granted
19 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
20 expeditiously work together in good faith to address the appellate court's concerns and to obtain
21 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
22 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
23 Court's award of the Enhancement Award or any payments to Class Counsel shall not constitute
24 a material modification of the Judgment within the meaning of this paragraph, as long as the Gross
25 Settlement Amount remains unchanged.

26 10. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
27 Procedure section 384, the Parties will work together in good faith to jointly submit a proposed
28 amended judgment.

1 **11. ADDITIONAL PROVISIONS.**

2 11.1 No Admission of Liability, Class Certification or Representative Manageability for
3 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
4 claims. Nothing in this Agreement is intended or should be construed as an admission by
5 Defendant that any of the allegations in the Operative Complaint has merit or that Defendant has
6 any liability for any claims asserted; nor should it be intended or construed as an admission by
7 Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree that class
8 certification and representative treatment is for purposes of this Settlement only. If, for any
9 reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant
10 reserves the right to contest certification of any class for any reason, Defendant reserves all
11 available defenses to the claims in the Actions, and Plaintiff reserves the right to move for class
12 certification on any grounds available and to contest Defendant's defenses. The Settlement, this
13 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
14 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
15 Settlement and this Agreement).

16 11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
17 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
18 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
19 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
20 or indirectly, specifically or generally, to any person, corporation, association, government
21 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
22 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
23 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
24 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
25 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,
26 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense
27 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
28 communication, before the filing of the Motion for Preliminary Approval, with any third party

1 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
2 “the matter was resolved,” or words to that effect. This paragraph does not restrict Class
3 Counsel’s communications with Class Members in accordance with Class Counsel’s ethical
4 obligations owed to Class Members.

5 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and
6 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
7 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability
8 to communicate with Class Members in accordance with Defense Counsel’s and Class Counsel’s
9 ethical obligations and Class Counsel’s fiduciary duties owed to Class Members.

10 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
11 together with its attached exhibits shall constitute the entire agreement between the Parties
12 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
13 inducements made to or by any Party.

14 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
15 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
16 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
17 its terms, and to execute any other documents reasonably required to effectuate the terms of this
18 Agreement including any amendments to this Agreement.

19 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
20 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
21 Settlement Agreement, submitting supplemental evidence and supplementing points and
22 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
23 or content of any document necessary to implement the Settlement, or on any modification of the
24 Agreement that may become necessary to implement the Settlement, the Parties will seek the
25 assistance of a mediator and/or the Court for resolution.

26 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not
27 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
28 encumber to any person or entity and portion of any liability, claim, demand, action, cause of

action, or right released and discharged by the Party in this Settlement.

11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

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

11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

11.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.16 Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger,

addressed as follows:

To Plaintiff:

WILSHIRE LAW FIRM, PLC

Benjamin H. Haber, Esq.
bejamin.haber@wilshirelawfirm.com
Talar DerOhannessian, Esq.
talar.derohannessian@wilshirelawfirm.com
Kareen Shatikian, Esq.
kareen.shatikian@wilshirelawfirm.com
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

To Defendant:

SCOTT & WHITEHEAD

Michael J. Rossiter, Esq.
mrossiter@employerlaw.com
Zachary M. Schwartz, Esq.
zschwartz@employerlaw.com
2601 Main Street, Suite 510
Irvine, CA 92614
Telephone: (949) 222-0166
Facsimile: (949) 222-0113

11.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

11.19 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties, and that it shall be admissible and subject to disclosure in any

proceeding to enforce its terms pursuant to Evidence Code sections 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Orange County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure section 664.6.

IT IS SO AGREED.

Plaintiff:

Dated: 3/31/2026

Signed by:



F05157AD51AC4FE...

MIGUEL A. HUERTA ALVAREZ

Defendant:

Dated: 04/05/2026



Abdul Sadruddin (Apr 5, 2026 13:02:44 PDT)

ASAS GROUP, INC

By (name): Abdul A Sadruddin

Title: Owner/Operator

Approved as to form:

WILSHIRE LAW FIRM, PLC

Dated: March 31, 2026

By:



Benjamin H. Haber, Esq.

Talar DerOhannessian, Esq.

Kareen Shatikian, Esq.

Counsel for Plaintiff Miguel A. Huerta Alvarez

SCOTT & WHITEHEAD



By:

Michael J. Rossiter, Esq.

Zachary M. Schwartz, Esq.

Counsel for Defendant ASAS GROUP, INC.

Exhibit A

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

Huerta Alvarez v. ASAS Group, Inc.

Orange County Superior Court, Case No. 30-2025-01487413-CU-OE-CXC

***The Orange 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 lawsuits (“Action”) against ASAS Group, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by former employee, Miguel A. Huerta Alvarez and seeks (1) payment of unpaid wages and other relief for a class of non-exempt or hourly-paid employees (“Class Members”) who worked for Defendant during the Class Period (June 3, 2021, through February 6, 2026); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all Class Members who worked for Defendant during the PAGA Period (July 28, 2024, through February 6, 2026) (“Aggrieved Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [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 during the Class Period and you worked [REDACTED] Pay Periods during the PAGA Period**. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

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

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

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you worked for Defendant ASAS Group, Inc. at some point(s) between June 3, 2021, through February 6, 2026, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys General Act ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant during the "PAGA Period," which is July 28, 2024, through February 6, 2026.

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

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

The Court in charge of the Action is the Orange County Superior Court. The case is titled *Huerta Alvarez v. ASAS Group, Inc.* Case No. 30-2025-01487413-CU-OE-CXC. The person who sued, Miguel A. Huerta Alvarez, is the Plaintiff, and the company sued, ASAS Group, Inc., is the Defendant.

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

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuit alleges wage and hour violations against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods and pay meal period premiums; (4) failure to provide rest periods and pay missed rest period premiums; (5) failure to timely pay final wages at termination; (6) failure to furnish accurate itemized wage statements; (7) failure to indemnify all necessary business expenditures; (8) failure to produce employment records; (9) violation of California's Unfair Competition Law, California Business and Professions Code section 17200, *et seq.* In addition, Plaintiff is seeking to recover civil penalties pursuant to PAGA ("PAGA Penalties") based on the alleged violations of the California Labor Code listed above. Defendant denies Plaintiff's claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

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

4. WHY IS THERE A SETTLEMENT?

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

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: all persons who worked for Defendant in California as an hourly-paid or non-exempt employee at any time from June 3, 2021, through February 6, 2026.

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 (“GSA”) of \$225,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees up to one-third of the GSA or \$75,000.00 and reimbursement for reasonable costs; Enhancement Award up to \$10,000.00 to the Plaintiff (for Plaintiff’s work and efforts prosecuting this case); a PAGA Penalties payment of \$20,000.00 to resolve the PAGA claims; and Settlement Administration Costs to [REDACTED], not to exceed \$ [REDACTED]. 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 \$ [REDACTED]. 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, 65% of the PAGA Penalties payment, or \$13,000.00, will be paid to the California Labor and Workforce Development Agency. The remaining 35% of the PAGA Penalties payment, or \$7,000.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

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

Individual Class Payment: Your Individual Class Payment is based on the number of Workweeks you worked, as reflected in Defendant’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period from June 3, 2021, through February 6, 2026. **Twenty percent (20%)** of each Individual Class Payment will be treated as payment for alleged unpaid wages and will be reported on an IRS Form W-2, subject to applicable payroll tax withholdings and deductions. **Eighty percent (80%)** will be treated as payment for alleged penalties, which will be reported on IRS Forms 1099.

Individual PAGA Payment: If you worked for Defendant from July 28, 2024, through February 6, 2026 (“PAGA Period”), you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees’ Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

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

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

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

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on [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. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 21 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed 180 days after the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee 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

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 timely exclude yourself, you will become a Participating Class Member. This means that you may not sue, continue to sue, or participate in any other lawsuit against Defendant concerning the legal claims resolved by this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendant and related entities and individuals (collectively, the "Released Parties"). These releases will become effective after the Court's approval of the Settlement becomes final.

Released Class Claims: The "Released Class Claims" include all claims under state, federal, and local law that were asserted or could have been asserted based on the facts alleged in the lawsuit against Defendant, arising during the Class Period, against the Released Parties. The Released Class Claims do

not include claims for retaliation, discrimination, workers' compensation, unemployment insurance, disability benefits, or claims outside the Class Period.

Released PAGA Claims: If you are an Aggrieved Employee (that is, if you worked for Defendant during the PAGA Period), you will also release all claims for civil penalties under the California Private Attorneys General Act ("PAGA") arising during the PAGA Period that were asserted or could have been asserted based on the facts alleged in Plaintiff's PAGA notice to the California Labor and Workforce Development Agency and the lawsuit. Aggrieved Employees cannot opt out of the release of the PAGA claims, regardless of whether they exclude themselves from the class settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

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

[INSERT].
ASAS Group, Inc., 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 (July 28, 2024, through February 6, 2026). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

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

No. Unless you timely exclude yourself from the Settlement, you will give up any right to sue Defendant for the claims resolved by this Settlement. If you have a pending lawsuit against Defendant relating to the claims covered by this Settlement, you should speak to your attorney in that case immediately. To continue your own lawsuit, you must exclude yourself from this Settlement. The deadline to request exclusion is sixty (60) days from the date the Class Notice is mailed.

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

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

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, PLC

Benjamin H. Haber
benjamin.haber@wilshirelawfirm.com
Talar DerOhannessian
talar.derohannessian@wilshirelawfirm.com
Kareen Shatikian
kareen.shatikian@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 attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount, currently estimated at \$75,000.00, for work performed in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also ask the Court to approve reimbursement of litigation expenses not to exceed \$ [REDACTED]. The Court may award Class Counsel less than the amounts requested.

Class Counsel will also ask the Court to approve an enhancement award to Plaintiff Miguel A. Huerta Alvarez in the amount of \$10,000.00, in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment, for the initiative, risk, and time and effort Plaintiff spent serving as the Class Representative. The Court may award a Class Representative less than the amount requested.

OBJECTING TO THE SETTLEMENT

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

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

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection.

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

Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before [REDACTED], 2026, at the following address:

[INSERT]
ASAS Group, Inc., Settlement
XXXXX
City, State, XXXXX
Email:
Fax

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

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

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

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

THE COURT'S FAIRNESS HEARING

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

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

The Court will hold a Final Approval Hearing at [REDACTED] on [REDACTED] in Department CX103 of the Orange County Superior Court (Civil Complex Center) located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

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

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

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.

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, [INSERT] by calling toll free 1-800-XXXX, or you can write to the Administrator at the following address:

[INSERT]
ASAS Group, Inc., Settlement
XXXXX
City, State, XXXXX
Email:
Fax:

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

Exhibit 2

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



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

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

[Search for PAGA Case number](#)

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

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Please select... ▼

Court Case Number *

30-2025-01487413-CU-

Hearing Date *

07/20/2026

Hearing Time *

01:30

HH:MM

Hearing Location *

180 E Weber Ave, Stockton

Number of aggrieved employees *

92

Net Amount to Aggrieved Employees *

7000.00

Gross settlement amount *

225000.00

Gross penalty *

20000.00

Penalties to LWDA *

13000.00

Date of proposed settlement *

07/20/2026

Other PAGA Notices

[Search for PAGA Case number](#)

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

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

☐ The proposed settlement may affect other PAGA claims.

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

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

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

Proposed Settlement and Other Documents

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

 2026 04-06 F...p Inc.) (1).pdf

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

 No file chosen[Add Another Attachment](#)

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

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

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

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

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Previous Page

Submit

Thank you for your Proposed Settlement Submission

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

Date Mon 5/11/2026 3:44 PM

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

05/11/2026 03:44:19 PM

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

Item submitted: Proposed Settlement

On 05/11/2026 03:44:19 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1100866-25

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate Attorneys General Act.htm&data=05%7C02%7Cpablo.villalobos%40wilshirelawfirm.com%7C6a11a81fe4d84e9f721008deafaede81%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639141362775024773%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMilslkFOljoitTWFPbClldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=sX6y0L7fG1g2F3RkmS725GrZ5R5G8mJzrKn0FC5nsl8%3D&reserved=0](https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate%20Attorneys%20General%20Act.htm&data=05%7C02%7Cpablo.villalobos%40wilshirelawfirm.com%7C6a11a81fe4d84e9f721008deafaede81%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639141362775024773%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMilslkFOljoitTWFPbClldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=sX6y0L7fG1g2F3RkmS725GrZ5R5G8mJzrKn0FC5nsl8%3D&reserved=0)

Exhibit 3



Quotation Request:

Kareen Shatkian
 Wilshire Law Firm
 kareen.shatkian@wilshirelawfirm.com

Case Name: Huerta Alvarez v. ASAS Group, Inc.
 Date: Wednesday, March 11, 2026
 RFP Number: 20150005

Prepared By:

Michael Sutherland
 Apex Class Action LLC
 mike@apexclassaction.com
 321.223.5067

Settlement Specifications	
Estimated Class Size:	100
Certified Language Translation:	Yes
Static Settlement Website:	Yes
Percentage of Undeliverable Mail:	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	1	\$150.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
			Sub Total:	\$275.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	WAIVED
Print & Mail Class Notice	Per Piece	\$1.25	100	\$125.00
USPS First Class Postage	Per Piece	\$0.78	100	\$78.00
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	10	\$20.00
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$37.50
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	2	\$150.00
NCOA Address Update (USPS)	Static Rate	\$25.00	1	\$25.00
Certified Language Translation: Spanish	Static Rate	\$950.00	1	\$950.00
			Sub Total:	\$1,385.50

Project Management				
Project Management	Per Hour	\$150.00	1	\$150.00
Project Coordinator	Per Hour	\$90.00	1	\$90.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
			Sub Total:	\$380.00



APEX

CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$50.00	1	\$50.00
Settlement Status Reports	Static Rate	\$750.00	1	WAIVED
Static Apex Website	Static Rate	\$300.00	1	\$300.00
			Sub Total:	\$350.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.00	100	\$100.00
USPS First Class Postage	Per Piece	\$0.78	100	\$78.00
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$1.50	10	\$15.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	4	\$400.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,000.00	1	\$1,000.00
Unclaimed Funds: State Controller's Unclaimed Property Fund-CCP 384	Static Rate	\$250.00	1	\$250.00
			Sub Total:	\$2,363.00

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	1	\$135.00
Project Management Reconciliation	Per Hour	\$100.00	1	\$100.00
Declarations	Per Hour	\$120.00	1	\$120.00
			Sub Total:	\$355.00

TOTAL CAPPED ADMINISTRATION COST:				\$4,990.00
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Thank you for your business!

APEX

CLASS ACTION ADMINISTRATION

Terms & Conditions

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

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

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

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

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

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

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

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

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

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

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

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

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

13. Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.

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

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

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

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

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

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

Exhibit 4



ELM Solutions

2022 Real Rate Report[®]

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

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Report Use Considerations

2022 Real Rate Report

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

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

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

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

Some key factors¹ that drive rates²:

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

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

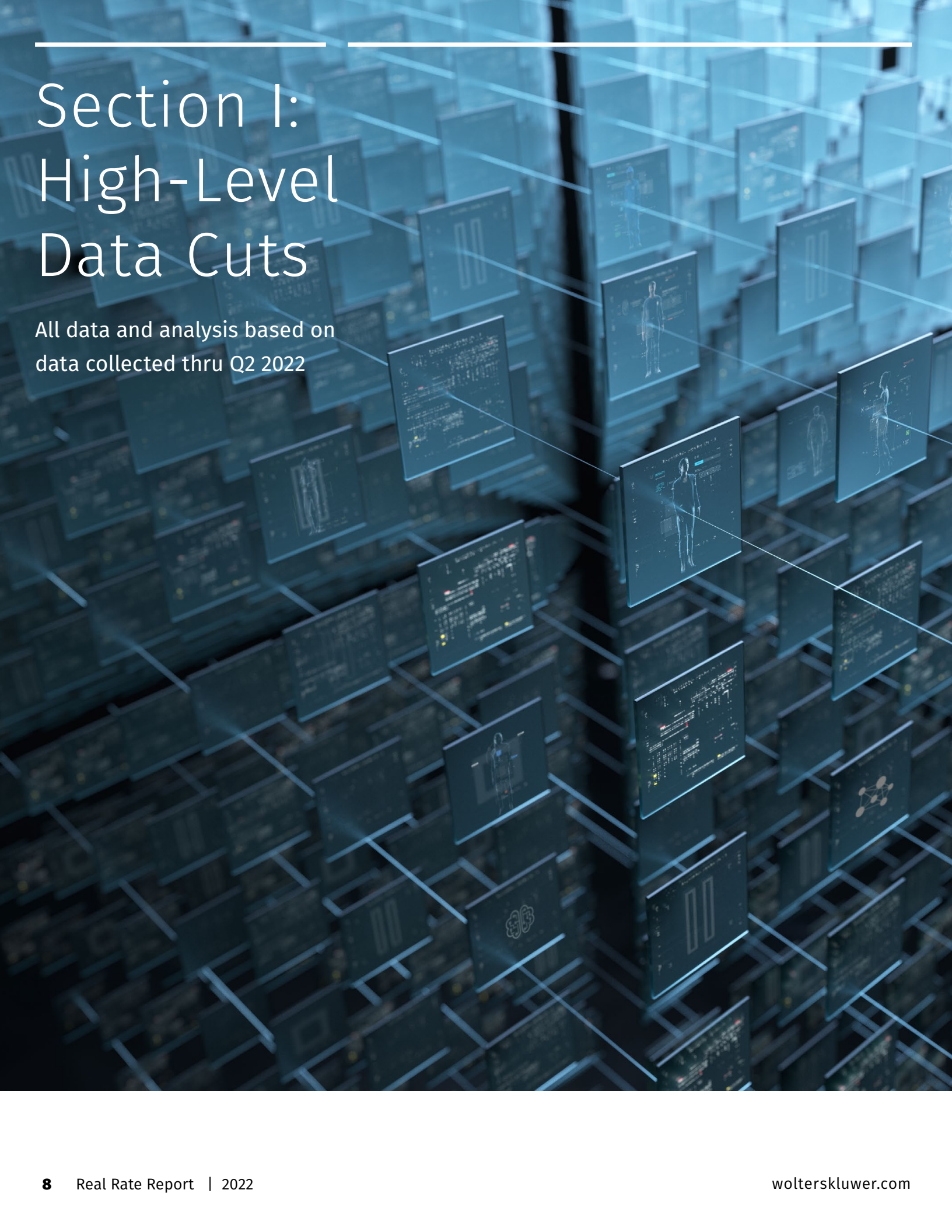
Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural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

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

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

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

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



Section I: High-Level Data Cuts

All data and analysis based on
data collected thru Q2 2022

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Associate

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Partner

Trend Analysis - Mean

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

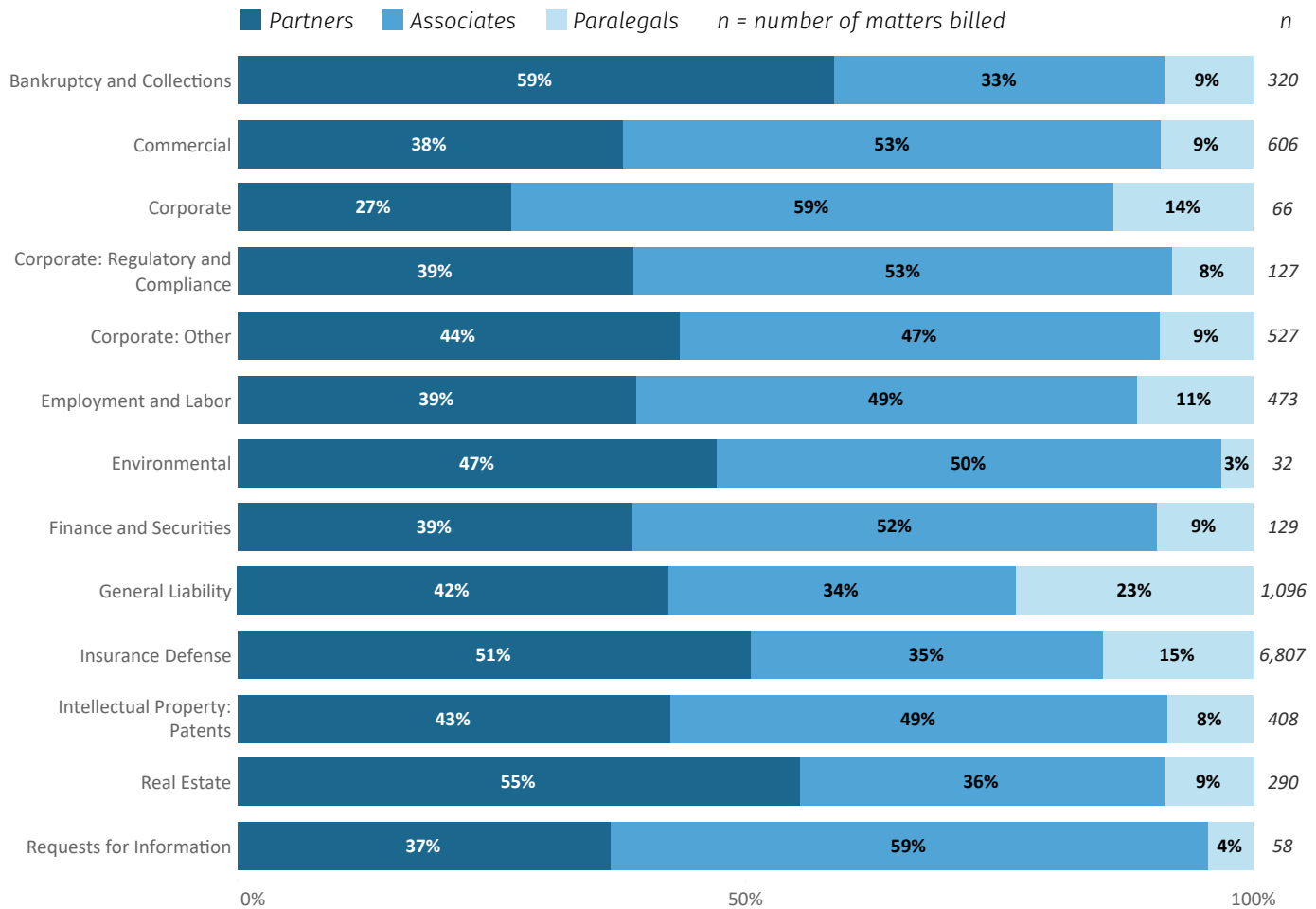
Section VI: Matter Staffing Analysis

All data and analysis based on
data collected thru Q2 2022

Section VI: Matter Staffing Analysis

Long Litigation Matters, More Than 100 Total Hours Billed

2019 to 2022 -- Percentage of Hours Billed per Matter



Section VII: Data Methodology

All data and analysis based on
data collected thru Q2 2022

Appendix: Data Methodology

Invoice Information

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

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

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

Non-Invoice Information

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

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

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

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

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

Appendix: Data Methodology

A Note on US Cities

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

Appendix: Data Methodology

Bankruptcy and Collections

Chapter 11
Collections

General/Other
Workouts and Restructuring

Commercial (Commercial Transactions and Agreements)

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

Corporate¹

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

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

Employment and Labor

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

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

Environmental

General/Other
Health and Safety

Superfund
Waste/Remediation

Finance and Securities

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

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

General Liability

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

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

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

Exhibit 5

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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

[Trustee's Objection](#)

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