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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TULARE

KEVIN BECERRA, RIGOBERTO BENAVIDEZ, RAFI CAMPBELL, and MANUEL VARGAS HERNANDEZ, individually, and on behalf of all others similarly situated,

Plaintiffs,

v.

PACIFIC DISTRIBUTING INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. VCU293519

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. David C. Mathias, Dept. 1]

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

FINAL APPROVAL HEARING
Date: June 12, 2025
Time: 8:30 a.m.
Dept.: 1

Complaint filed: September 27, 2022
FAC filed January 24, 2023
Trial date: Not set

DECLARATION OF BENJAMIN H. HABER

I, Benjamin H. Haber, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Partner at Wilshire Law Firm, PLC, counsel of record for Plaintiffs Kevin Becerra, Rigoberto Benavidez, Rafi Campbell, and Manuel Vargas Hernandez (collectively, "Plaintiffs"). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. This Declaration is submitted in support of Plaintiffs' Motion for Final Approval of Class Action Settlement (the "Motion").

CASE BACKGROUND

2. This is a wage and hour class and Private Attorneys General Act ("PAGA") representative action. Plaintiffs and the putative class members worked in California as hourly-paid or non-exempt employees for Defendant Pacific Distributing, Inc. ("Defendant," and together with Plaintiffs, the "Parties") during the class period. Defendant is headquartered out of Woodlake, California and provides growers with sales, services, and OEM parts for Orchard-Rite tree shakers and wind machines.

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

4. On September 27, 2022, Plaintiffs filed a putative wage and hour class action complaint against Defendant for: (1) failure to pay minimum and straight time wages (Labor Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Labor Code §§ 1194 and 1198); (3) failure to provide meal periods (Labor Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (Labor Code §226.7); (5) failure to timely pay final wages at

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termination (Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements (Labor Code § 226); (7) failure to indemnify employees for expenditures (Labor Code § 2802); and (8) unfair business practices (Business and Professions Code §§ 17200, *et seq*). On November 14, 2022, Plaintiffs sent notice to Defendant and the California Labor & Workforce Development Agency ("LWDA") alleging wage and hour violations pursuant to the PAGA. On January 24, 2023, Plaintiffs filed a First Amended Complaint against Defendant adding a cause of action for civil penalties under PAGA.

DISCOVERY, INVESTIGATION, AND SETTLEMENT

5. Following the filing of the complaint, the Parties conducted formal and informal discovery, which included an exchanged documents and information, as well as depositions of Plaintiffs and Defendants' Person Most Knowledgeable, before mediating this action. Defendant produced an approximate 16% sample of time and pay records for the class members. Defendant also provided documents of its wage and hour policies and practices during the class period and information regarding the total number of current and former employees in its informal discovery responses.

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

SETTLEMENT NEGOTIATIONS

7. On November 6, 2023, the Parties participated in a private mediation with experienced class action mediator Hon. Amy Hogue (Ret.). The mediation was conducted via Zoom. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial

and appeal if a settlement had not been reached. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiffs' claims and Defendant's defenses, the Parties reached a settlement, the material terms of which are encompassed within the Settlement Agreement. Attached as **Exhibit 1** is a true and correct copy of the Joint Stipulation of Class and PAGA Action Settlement and Release (the "Settlement Agreement").

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

9. The Court granted Plaintiffs' Motion for Preliminary Approval of Class Action Settlement on September 6, 2024. The deadline for class members to opt out or object to the Settlement is May 27, 2025. The reaction of the Class to the settlement has been overwhelmingly positive. Indeed, as of the filing of this Motion, no Class Member has objected to the settlement, only one (1) Class Member has requested exclusion from the settlement, and only two (2) Class Members disputed the settlement, which were resolved[1].

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

///

[1] The response deadline is set for May 27, 2025. Plaintiff will provide the Court with a supplemental declaration from the administrator showing the final class composition at least seven days prior to the scheduled hearing date.

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

ENHANCEMENT AWARD FOR PLAINTIFFS ARE REASONABLE

12. Class Counsel represents that Plaintiffs devoted a great deal of time and work assisting counsel in the case, communicated with counsel very frequently for litigation and to prepare for mediation, and were frequently in contact with Class Counsel during the mediation. Plaintiffs' requested enhancement awards are reasonable particularly in light of the substantial benefits Plaintiffs generated for all class members.

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

14. At the same time, Plaintiffs faced many risks in adding themselves as the class representative in this matter. Plaintiffs faced actual risks with their future employment, as putting themselves on public record in an employment lawsuit could also very well affect their likelihood for future employment. Furthermore, as part of this settlement, Plaintiffs are executing general releases of all claims against Defendant.

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

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on the line on behalf of these other class members.

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

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

17. The settlement provides for attorneys' fees and costs to Class Counsel in an amount up to 33 and 1/3% of the Gross Settlement Amount, for a maximum fees award of $141,666.67, plus reasonable litigation expenses of up to $30,000.00.

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

Person	Role	Standard Billing Rate	Hours	Tulare County Reduced Rate	Lodestar
Benjamin H. Haber	Partner	$750	32	$550	$17,600
Daniel J. Kramer	Senior Attorney	$725	4.2	$525	$2,205
Alan Wilcox	Senior Attorney	$1,000	4.5	$650	$2,925
Bradford Smith	Settlement Attorney	$425	22.6	$350	$7,910
Justin F.	Former Senior Partner	$1,500	29[2]	$950	$27,550

[2] As described below, Justin F. Marquez is no longer with Wilshire Law Firm, PLC as of December 2024. The hours for Justin F. Marquez, Christina M. Le, and Zach Greenberg were taken from the Supplemental Declaration of Justin F. Marquez in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

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Marquez					
Christina M. Le	Former Senior Attorney	$850	35	$600	$21,000
Zach Greenberg	Former Associate Attorney	$600	57	$450	$25,650
Total:			**184.3**		$104,840

19. Wilshire Law Firm, PLC has spent approximately 184.3 hours, for a lodestar of $104,840.00 litigating this action to bring it to resolution, not including time which will be expended monitoring the administration of the settlement and distribution of funds to the Class Members. The efforts expended by Plaintiffs' counsel to achieve this result include, but are not limited to, the following:

a. the investigation of the matter, including meeting with Plaintiffs, reviewing Defendant's policies, and requesting and reviewing Plaintiffs' time and pay records, personnel files, and exploring the corporate structure of Defendant;

b. filing the action;

c. attending hearings and meeting and conferring with Defendant regarding the case;

d. meeting and conferring with Defendant regarding mediation, exchange of informal and formal discovery beforehand, and negotiating with opposing counsel regarding the parameters thereof;

e. Drafting formal discovery, reviewing Defendant's responses to said discovery; and meeting and conferring regarding the discovery;

f. Preparing and drafting responses Defendant's formal discovery and engaging in meet and confer efforts regarding the responses;

g. Preparing for and taking a deposition of Defendant's Person Most Knowledgeable;

h. Preparing for and defending Plaintiffs' Depositions;

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i. selecting a mediator and mediation date;

j. working with opposing counsel and an expert consultant for the receipt of a representative sampling and analyzing the same with the aid of expert consultant and Plaintiffs to perform analyses of liability and exposure prior to attendance of the mediation in this matter;

k. reviewing policy documents from Defendant and researching applicable defenses;

l. preparation of a mediation brief and damages model for use at mediation;

m. attendance at mediation by all Parties and Counsel;

n. communicating with Plaintiffs who requested updates or other information regarding this matter;

o. engaging in settlement negotiations, followed by finalizing and fully executing the Settlement Agreement;

p. preparing the Motion for Preliminary Approval of Class Action Settlement and supporting documents.

q. preparing the supplemental briefing in support of the Motion for Preliminary Approval of Class Action Settlement;

r. communicating with the Settlement Administrator to ensure the Class Notice was properly distributed and engaging in extensive follow-up communications with the Settlement Administrator regarding class members who sought additional information about the Settlement; and

s. preparing the instant Motion and supporting documents.

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

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

22. I am informed and believe that the fee and costs provision is reasonable. The fee

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percentage requested is less than that charged by my office for most employment cases. My office invested significant time and resources into the case, with payment deferred to the end of the case, and then, of course, contingent on the outcome.

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

24. The risk to my office has been very significant, particularly if we would not be successful in pursuing this class action. In that case, we would have been left with no compensation for all the time taken in litigating this case. The contingent risk in these types of cases is very real and they do occur regularly. Furthermore, we were precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

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

26. As of the drafting of this Motion, my office has incurred around $27,274.68 in expenses litigating this action, accordingly Class Counsel respectfully requests reimbursements of $27,274.68 in expenses. These expenses were reasonably necessary to the litigation and were actually incurred by my office. Attached as **<u>Exhibit 2</u>** is a list of the costs and the categories of costs for the costs incurred in this case to date by Wilshire Law Firm, PLC.

<u>PLAINTIFFS' COUNSEL'S EXPERIENCE AND QUALIFICATIONS</u>

27. Wilshire Law Firm, PLC was selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms for every year since 2020 and is comprised of over

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100 attorneys and over 600 employees. Wilshire Law Firm, PLC is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California.

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

29. I am a partner at Wilshire Law Firm. I graduated from the University of California, Los Angeles, with a Bachelor of Arts in Political Science, and received my Juris Doctor from the University of California, Hastings College of the Law in 2016. During law school, I was a member of the executive board for the *Hastings Law Journal*; a student mediator at the San Francisco Superior Court, Small Claims Division; and a managing editor for *SCOCAblog*, which is a leading online publication that provides substantive coverage of the California Supreme Court and relevant cases before the court. Since graduating from law school, I have focused my legal work primarily on wage-and-hour class litigation and have helped obtain numerous settlements on behalf of tens of thousands of workers in California. I was also selected as a "Southern California Rising Star" in 2024 and 2025. My current contingent billing rate for this case is $775 per hour, which is consistent with the legal market, accepted hourly rates, and my expertise and knowledge as it pertains to wage and hour matters

30. I joined Wilshire Law Firm in 2020 as an associate attorney and was tasked with managing litigation teams beginning in 2021. I have since been appointed as class counsel in numerous wage-and-hour cases throughout California. Below is a non-exhaustive list of cases where I was appointed as class counsel:

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.

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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. *Reyes v. Everytable, PBC, et al.*, Los Angeles County, Case No. 21STCV35987; Motion for Final Approval granted on May 3, 2023.

f. *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.

g. *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.

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

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

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

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

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

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

n. *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.

o. *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.

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

q. *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.

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

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

t. *Espinoza v. Delallo's Italian Foods, Inc.*, Butte County, Case No. 21CV02640; Motion for Final Approval granted on April 24, 2024.

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

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

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

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

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

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

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

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

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

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

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

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

33. 31. Alan Wilcox is a Senior Attorney at Wilshire Law Firm. He graduated from the University of California, Berkeley in 2007, and graduated from Pepperdine University's School

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

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

35. Justin F. Marquez is a former Senior Partner at Wilshire Law Firm who was actively involved in the litigation and resolution of this matter from its inception through December 2024. He graduated from the University of California, Los Angeles's College Honors Program in 2004 with Bachelor of Arts degrees in History and Japanese, *magna cum laude* and *Phi Beta Kappa.* As an undergraduate, he also received a scholarship to study abroad for one year at Tokyo University in Tokyo, Japan. He received his Juris Doctor from Notre Dame Law School in 2008. He has received numerous awards for his legal work. From 2017 to 2020, Super Lawyers selected him as a "Southern California Rising Star," and from 2022 to 2025, he was selected as a "Southern California Super Lawyer." He was selected as one of the "Best Lawyers in America" from 2023 to 2025. In 2016 and 2017, the National Trial Lawyers selected him as a "Top 40 Under 40" attorney. In 2024, he, along with his colleagues at Wilshire Law Firm, PLC, received a CLAY

(California Lawyer Attorneys of the Year) award for his work on a false advertising case against Apple which ultimately led to a $25 million settlement. His contingent hourly rate while at Wilshire Law Firm, PLC was $1,500 per hour.[3]

36. Christina M. Le is a former Senior Attorney at Wilshire Law Firm. She is admitted to practice in the State of California, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. She graduated from Loyola Law School, Los Angeles, and attended the University of California, Berkeley for her undergraduate studies, where she obtained a Bachelor of Arts in History. She has over 15 years of litigation experience, which includes the successful handling of numerous employment, wage and hour, and class representative action matters during the latter half of his career in state and federal court through inception through case resolution. Prior to joining Wilshire Law Firm in November 2021, Ms. Le gained invaluable litigation experience working at various Plaintiffs and defense firms, including Kristensen Weisberg PLC, Jones Bell LLP, Archer Norris PLC, and Lewis Brisbois Bisgaard & Smith LLP. Ms. Le is a member of NELA, CELA, CAALA, LACBA, and the Vietnamese Bar Association of Southern California, and has been a recognized speaker on wage and hour topics for some of these organizations at various conferences and seminars. Her last contingent billing rate for this case was $850 per hour, which is commensurate with Ms. Le's years of experience and work in this practice area.

37. Zachary D. Greenberg is a former Associate Attorney at Wilshire Law Firm, PLC. Zachary was admitted to the State Bar of California in 2020 and has since been admitted to the United States District Court for the Central District, Southern District, and Eastern District of California and the United States Court of Appeals for the Ninth Circuit. Zachary received a Bachelor of Arts in International Business and a Minor in Economics from Western Washington University. He received his Juris Doctor from Loyola Law School. Zachary's practice has been primarily focused on complex class and representative action litigation. His last contingent billing rate for this case was $600 per hour.

[3] *See* Declaration of Justin F. Marquez in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, at ¶ 48, which was filed on August 27, 2024.

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

Executed on May 20, 2025, in Los Angeles, California.

Benjamin H. Haber

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Exhibit 1

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Attorneys for Defendant,

PACIFIC DISTRIBUTING, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TULARE

KEVIN BECERRA, RIGOBERTO BENAVIDEZ, RAFI CAMPBELL, and MANUEL VARGAS HERNANDEZ, individually, and on behalf of all others similarly situated, Plaintiffs, v. PACIFIC DISTRIBUTING, INC., a California corporation; and DOES 1 through 10, inclusive, Defendants.	Case No.: VCU293519 **CLASS AND PAGA ACTION** **JOINT STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT AND RELEASE** Honorable David C. Mathias Dept. 1 Complaint filed: September 27, 2022 Trial date: None set

<u>JOINT STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT AND RELEASE</u>

IT IS HEREBY STIPULATED, by and among Kevin Becerra, Rigoberto Benavidez, Rafi Campbell, and Manuel Vargas Hernandez (collectively, "Plaintiffs"), on behalf of themselves and the Settlement Class Members, on the one hand, and Pacific Distributing, Inc. ("PDI"), on the other hand (together with Plaintiffs, the "Parties"), and subject to the approval of the Court, that the above-captioned action is hereby being compromised and settled pursuant to the terms and conditions set forth in this Joint Stipulation of Class Action Settlement and Release (the "Settlement Agreement" or "Settlement").

1. DEFINITIONS

Capitalized terms used in this Settlement shall have the meanings set forth below:

1.1. "Action" means the putative class action entitled *KEVIN BECERRA, et al. v. PACIFIC DISTRIBUTING, INC.*, pending in the Superior Court of the State of California, County of Tulare, and designated as Case No. VCU293519.

1.2. "Class Member" means "Plaintiffs and all other persons who have been employed by Defendant in California as an hourly-paid or non-exempt employee during the statute of limitations period applicable," September 27, 2018 through the date the Court Preliminarily Approves this settlement.

1.3. "PAGA Member(s)" means all non-exempt, hourly paid employees currently and formerly employed by Defendant in the state of California from November 20, 2021 through the date the Court Preliminarily Approves this settlement.

1.4. "Settlement Administrator" means ILYM Group, Inc.

1.5. "Settlement Administration Costs" means the amount to be paid to the third-party Settlement Administrator from the Gross Settlement Amount for the administration of the Settlement. The Settlement Administration Costs amount is not to exceed Eight Thousand Dollars and Zero Cents ($8,000.00). Any portion of the requested Settlement Administration Costs that is not awarded to the Settlement Administrator shall be part of the Net Settlement Amount.

1.6. "Class Counsel" means Justin F. Marquez, Christina M. Le, and Zachary D.

Greenberg of the Wilshire Law Firm.

1.7. "Class Counsel Fees" means reasonable attorneys' fees for Class Counsel's litigation and resolution of this Action, in the amount of One Hundred Forty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($141,666.67) (or 33 1/3% of the Gross Settlement Amount). The Court shall determine the amount of the Class Counsel Fees, and it shall be paid from the Gross Settlement Amount. Any portion of the requested Class Counsel Fees that is not awarded to Class Counsel shall be part of the Net Settlement Amount.

1.8. "Class Counsel Costs" means actual expenses incurred by Class Counsel for Class Counsel's litigation and resolution of this Action, as supported by declaration, in an amount not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00). The Court shall determine the amount of the Class Counsel Costs, and it shall be paid from the Gross Settlement Amount. Any portion of the requested Class Counsel Costs that is not awarded to Class Counsel shall be part of the Net Settlement Amount.

1.9. "Class Information" means information regarding Settlement Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. Class Information shall be provided as a Microsoft Excel spreadsheet and shall include: each Settlement Class Member's full name; last known address; last known home telephone number; social security number; all start and end dates of employment during the Class Period, and the total number of weeks each Settlement Class Member worked for Defendant during the Class Period. The number of weeks worked shall be calculated using Defendant's payroll data during the Class Period whenever the hours worked for the work week was greater than zero. Because social security numbers are included in the Class Information, the Settlement Administrator shall maintain the Class Information in confidence; access shall be limited to those with a need to use the Class Information as part of the administration of the Settlement, and transmission shall be through use of a secure, password-protected file.

1.10. "Class Period" means the period from September 27, 2018 through the date the Court Preliminarily Approves this settlement.

1.11. "PAGA Class Period" means the period from November 20, 2021 through the date the Court Preliminarily Approves this settlement.

1.12. "PAGA Released Claims" shall mean all claims, demands, rights, liabilities and causes of action for penalties under California Labor Code Private Attorneys General Act of 2004 against the Released Parties, based on the letter to the Labor & Workforce Development Agency on November 14, 2021, that arose during the PAGA Class Period, including but not limited to claims for civil penalties for violations of Labor Code sections 210, 226.3, 1174.5, 1197.1, and 2699, and all related claims for attorneys' fees and costs.

1.13. "Class Representative Service Award" means the amount that the Court authorizes to be paid to each of the Plaintiffs, not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00), in addition to each of the Plaintiffs' Individual Settlement Payments. The Class Representative Service Award to each of the Plaintiffs is in exchange for the Released Claims, Plaintiffs' General Released Claims, and for Plaintiffs' efforts and risks in assisting with the prosecution of the Action. The Class Representative Service Award shall be paid from the Gross Settlement Amount. Any portion of the requested Class Representative Service Award that is not awarded to Plaintiffs shall be part of the Net Settlement Amount.

1.14. "Court" means the Superior Court of the State of California for the County of Tulare.

1.15. "Defendant" means PACIFIC DISTRIBUTING, INC., and each of its parent companies, subsidiaries, related companies, affiliates, dbas, current and former management companies, shareholders, members, agents (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns or any related entity that was the "employer" of the Settlement Class Members.

1.16. "Defendant's Counsel" means Nina Huerta and Eve Tilley-Coulson of Locke Lord LLP.

1.17. "Effective Date" means the date that the Gross Settlement Amount is fully funded.

1.18. "Employee Taxes" means the employee's share of any and all applicable federal, state, and local payroll taxes on the portion of Settlement Class Members' Individual Settlement

Payment that constitutes wages. The Employee Taxes shall be paid out of the Net Settlement Amount.

1.19. "Employer Taxes" means the employer's share of any and all applicable federal, state, and local payroll taxes on the portion of Settlement Class Members' Individual Settlement Payment that constitutes wages. The Employer Taxes shall be paid by Defendant separately and not out of the Gross Settlement Amount or Net Settlement Amount.

1.20. "Final Approval Hearing" means the hearing held on the motion for final approval of the Settlement.

1.21. "Final Approval Date" means the date which the Court grants final approval of the Settlement.

1.22. "Final Judgment" means the Court's entry of an order of judgment in this Action following the Court's final approval of the Settlement.

1.23. "Gross Settlement Amount" means the maximum amount Defendant shall have to pay in connection with this Settlement, by way of a common fund, which shall be inclusive of all Individual Settlement Amounts to Settlement Class Members, Class Counsel Fees, Class Counsel Costs, Settlement Administrator Costs, Class Representative Service Awards, Employee Taxes and PAGA Allocation. Subject to Court approval and the terms of this Settlement, the Gross Settlement Amount Defendant shall be required to pay is Four Hundred and Twenty-Five Thousand Dollars and Zero Cents ($425,000.00). No portion of the Gross Settlement Amount will revert to Defendant, and the Settlement does not require Settlement Class Members to submit claims as a prerequisite to receiving their Individual Settlement Payment. This settlement sum is based on Defendant's representation that the number of total Workweeks during the Class Period through November 6, 2023 was Ten Thousand, Five Hundred and Seventy-Three weeks (10,573). Defendant shall not be required to pay more than the Gross Settlement Amount as long as the actual number of Workweeks during the Class Period through the date the Court Preliminarily Approves this settlement is no more than ten percent (10%) greater than Defendant's estimate. If the actual number of Workweeks during the Class Period through the date the Court Preliminarily Approves this settlement is more than ten percent (10%) greater than the estimate, the Gross

Settlement Amount shall increase proportionately to the increase in the number of Workweeks over the ten percent (10%) grace amount— e.g., if the number of Workweeks increases by eleven percent (11%), the Gross Settlement Amount shall increase by one percent (1%); if the number of Workweeks increases by twelve percent (12%), the Gross Settlement Amount shall increase by two percent (2%), and so forth. Under no other circumstances shall Defendant be required to pay more than the Gross Settlement Amount except as provided for in this section of the Settlement Agreement.

1.24. "Individual Settlement Payment" means the amount payable to each Settlement Class Member, as calculated pursuant to Paragraph 3.12.1 of the Settlement, from the Net Settlement Amount. Checks for Individual Settlement Payments shall specifically indicate that they are void if not negotiated within one hundred eighty (180) days of their issuance.

1.25. "PAGA Allocation" means Twenty Thousand Dollars and Zero Cents ($20,000.00), allocated from the Gross Settlement Amount for the compromise of claims brought under the Labor Code Private Attorney General Act of 2004 ("PAGA"). Per California Labor Code section 2699(i), Fifteen Thousand Dollars and Zero Cents ($15,000.00), representing 75% of the PAGA Allocation, shall be paid to California's Labor Workforce Development Agency. The remaining Five Thousand Dollars and Zero Cents ($5,000.00), representing 25% of the PAGA Allocation, shall be part of the Net Settlement Amount and shall be distributed to PAGA Members.

1.26. "LWDA" shall mean the California Labor and Workforce Development Agency.

1.27. "LWDA PAGA Allocation" means Fifteen Thousand Dollars and Zero Cents ($15,000.00), representing 75% of the PAGA Allocation, and is the amount payable from the Gross Settlement Amount to California's Labor Workforce Development Agency.

1.28. "PAGA Member Allocation" means Five Thousand Dollars and Zero Cents ($5,000.00), representing 25% of the PAGA Allocation, and is the amount payable to PAGA Members. The PAGA Member Allocation shall be distributed in its entirety to PAGA Members pursuant to paragraph 3.13.

1.29. "Net Settlement Amount" means the Gross Settlement Amount, less the Class

Counsel Fees, the Class Counsel Costs, the Class Representative Service Awards, the Settlement Administration Costs, the LWDA PAGA Allocation, and the PAGA Member Allocation. The Net Settlement Amount shall be distributed in its entirety to Settlement Class Members, as provided for in this Settlement.

1.30. "Notice of Objection" means a written statement of objection to the Settlement, made and signed by a Settlement Class Member and includes the following: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the last four digits of the Settlement Class Member's Social Security number and/or the entire Employee ID number; (4) the basis for the objection; and, (5) whether the Settlement Class Member intends to appear at the Final Approval Hearing.

1.31. "Notice of Settlement" means the Notice of Proposed Class Action Settlement and Notice of Private Attorney General Act Settlement.

1.32. "Notice Packet" means the Notice of Proposed Class Action Settlement, Notice of Private Attorney General Act Settlement, Class Workweek Dispute Form, and the Request for Exclusion Form to be provided in English and Spanish.

1.33. "Parties" means Plaintiffs and Defendant collectively; and "Party" shall mean any Defendant or Plaintiffs, individually.

1.34. "PAGA Members" means all non-exempt employees, currently and formerly employed by Defendant in the State of California at any time during the PAGA Class Period.

1.35. "Plaintiffs" means Kevin Becerra, Rigoberto Benavidez, Rafi Campbell, and Manuel Vargas Hernandez.

1.36. "Plaintiffs' General Released Claims" includes the Released Claims, and/or any claims on behalf of Plaintiffs, their agents, spouses, executors, representatives, heirs, successors, assigns, and estates, in exchange for the terms and conditions of this Settlement. Including, as of the Effective Date, Plaintiffs fully and forever release the Released Parties, to the full extent permitted by law, of and from any and all claims arising from their employment with Defendant, known and unknown, asserted and unasserted, which Plaintiffs had or may have had against the Released Parties, whether sounding in tort, in contract, in law, in equity or otherwise, and including but not limited to all claims for violation of any local, state, or federal statute, rule, or regulation. Plaintiffs expressly waive and relinquish all rights and benefits afforded by section 1542 of the Civil Code of the State of California and do so understanding and acknowledging the significance of such specific waiver of section 1542. Section 1542 of the Civil Code of the State of California states as follows:

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

Notwithstanding the above, Plaintiffs' General Released Claims do not include any workers' compensation claims, and claims that cannot be waived as a matter of law by signing this agreement, or enforcing this agreement.

1.37. "Preliminary Approval Date" means the date the Court enters the Preliminary Approval Order for the Settlement.

1.38. "Preliminary Approval Order" means the proposed order (filed concurrently with this Settlement and Plaintiffs' motion for preliminary approval of the Settlement), as may be amended by the Court, for preliminary approval of the Settlement.

1.39. "Released Claims" means any and all claims during the Class Period which were or could have been raised based on the facts, conduct, and/or omissions alleged in the Action, including all wage and hour claims, demands, rights, liabilities, and causes of action for unpaid wages, including minimum wage payments, regular wages, overtime wages; failure to pay wages during employment; failure to pay all wages due upon separation of employment; failure to maintain and provide accurate records; meal and rest break violations; meal and rest break premiums; wage statement violations, failure to reimburse for necessary business expenditures, violation of the Private Attorney General Act (California Labor Code section 2698, et seq.), civil and statutory penalties, interest, liquidated damages, attorney's fees and costs, claims under California Labor Code sections 201-204, 226, 226.7, 512, 1194, 1194.2, 1197, 1198, 2699, 2802 and applicable Industrial Welfare Commission Wage Order, and claims under California Business

& Professions Code sections 17200-17204. It is understood and agreed that Released Claims do not include claims for workers' compensation, unemployment, or disability benefits of any nature, nor any claims, actions, or causes of action which may be possessed by Settlement Class Members under state or federal discrimination statutes, including, without limitation, the California Fair Employment and Housing Act, California Government Code section 12940, *et seq.*; the Unruh Civil Rights Act, California Civil Code section 51, *et seq*.; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, *et seq*.; the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101, *et seq.;* the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001, *et seq*.; and all of their implementing regulations and interpretive guidelines.

1.40. "Released Parties" means Pacific Distributing, Inc., and each of its parent companies, subsidiaries, related companies, affiliates, dbas, current and former management companies, shareholders, members, officers, directors, employees, agents (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns, or any related entity that was the "employer" of Class Members.

1.41. "Pacific Distributing, Inc.'s Release of Claims Against Plaintiffs" means Pacific Distributing, Inc., forever releases Plaintiffs Kevin Becerra, Rigoberto Benavidez, Rafi Campbell, and Manuel Vargas Hernandez from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, from the beginning of time through the date of their signature on this Settlement Agreement, known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to Plaintiffs' employment with Defendant and related to this Lawsuit.

1.42. In so far as Pacific Distributing, Inc.'s claims against Plaintiffs Kevin Becerra, Rigoberto Benavidez, Rafi Campbell, and Manuel Vargas Hernandez, Pacific Distributing, Inc. expressly waives and relinquishes all rights and benefits afforded by section 1542 of the Civil

Code of the State of California and does so understanding and acknowledging the significance of the specific waiver of section 1542. Section 1542 of the Civil Code of the State of California states as follows:

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

1.43. Thus, subject to and in accordance with this Settlement Agreement, even if Pacific Distributing, Inc. hereafter discovers facts in addition to or different from those they now know or believe to be true, Pacific Distributing, Inc. shall be deemed to have fully, finally, and forever settled and released any and all claims against Plaintiffs Kevin Becerra, Rigoberto Benavidez, Rafi Campbell, and Manuel Vargas Hernandez that could have been alleged against them, as well as any other claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, that now exist, upon any theory of law or equity, including without limitation, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

1.44. "Response Deadline" means the date sixty (60) days after the Settlement Administrator mails the Notice Packets to Settlement Class Members, and shall be the last date on which Settlement Class Members may: (a) postmark Requests for Exclusion from the Settlement, or (b) postmark Objections to the Settlement.

1.45. The "Settlement Agreement" or "Settlement" means this Joint Stipulation of Class Action Settlement and Release.

1.46. "Settlement Class Member(s)" or "Settlement Class" or "Class Member(s)" means all non-exempt employees, currently and formerly employed by Defendant in the State of California at any time during the Class Period.

1.47. "Workweeks" shall mean the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period. The Settlement Administrator will calculate the number of Workweeks by calculating the number of days each Class Member worked at Pacific Distributing, Inc. was employed during the Class Period, and dividing by seven (7).

2. RECITALS

2.1. Class Certification. The Parties stipulate and agree to the conditional certification of this Action for purposes of this Settlement only. Should, for whatever reason, the Settlement not become final and effective, conditional Class Certification shall immediately be set aside (subject to further proceedings on motion of any Party to certify or decertify thereafter). The Parties' willingness to stipulate to conditional Class Certification as part of the Settlement shall have no bearing on and shall not be admissible or considered in connection with the issue of whether a class should be certified in a non-settlement context in this Action, and shall have no bearing on and shall not be admissible or considered in connection with the issue of whether a class should be certified in any other lawsuit. Defendant expressly reserves its right to oppose class certification should this Settlement be modified or reversed on appeal or otherwise not become final and effective for any reason.

2.2. Procedural History. On November 14, 2022, Plaintiffs submitted their PAGA letter to the LWDA alleging Defendant violated, among other provisions of the California Labor Code and applicable wage law, Labor Code sections 210, 226.3, 1174.5, 1197.1, 2699, 2699(a), and 2699.3. On September 27, 2022, Plaintiffs filed a lawsuit in the Superior Court of California for the County of Tulare as a proposed class action on behalf of all current and former non-exempt California employees of Defendant during the period of September 27, 2018 through the date notice is sent to the class. In their initial complaint Plaintiffs alleged that Defendant (1) failed to pay minimum and straight time wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to timely pay final wages at termination; (6) failed to provide accurate itemized wage statements; (7) failed to indemnify employees for expenditures; and engaged in (8) unfair business practices. Plaintiffs sought recovery under the California Labor Code, the applicable Industrial Welfare Commission Wage Order, and the California Business & Professions Code. On January 24, 2023, Plaintiffs filed an amended complaint alleging claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

2.3. Settlement Negotiations. On November 6, 2023, the Parties participated in a full-day private mediation session with mediator Hon. Amy Hogue (Ret.). Prior to the mediation, Defendant provided time records and corresponding pay records for a sample of putative class members, as well as other documents, allowing Class Counsel to construct a damages analysis. Based on the information obtained through informal discovery, the Parties reached an agreement in principal to the basic terms of the Settlement. The Settlement is the result of an informed and detailed evaluation of the total exposure and potential liability, in relation to the costs and risks associated with continued litigation of the Action. The Parties have engaged in sufficient discovery and investigation to assess the relative merits of the claims, defenses, and contentions of the Parties.

2.4. Benefits of Settlement to Settlement Class Members. Plaintiffs and Class Counsel recognize the length of continued proceedings necessary to litigate the Parties' disputes through certification, trial, and any possible appeal. Plaintiffs and Class Counsel have also taken into account the uncertainty and risk of the outcome of further litigation, the difficulties and delays inherent in such litigation, including, but not limited to, the risks related to a contested motion for class certification, potential motions for decertification, trial, and appeal. Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action and the difficulties in establishing damages for the Class Members. Plaintiffs and Class Counsel have also taken into account Defendant's agreement to enter into a settlement that confers substantial relief upon Class Members. Based on the foregoing, Plaintiffs and Class Counsel have determined that this Settlement is fair, adequate, and reasonable, and is in the best interests of the Class Members.

2.5. Defendant's Denial of Wrongdoing and Liability and Reasons for Settlement. Defendant has denied and continue to deny each and all of the claims and contentions alleged in the Action. Defendant has repeatedly asserted, and continues to assert, defenses thereto, and has expressly denied, and continues to deny, any wrongdoing or legal liability arising out of any of the facts, conduct, and/or omissions alleged in the Action. Defendant has also denied, and continues to deny, *inter alia,* the allegations that the Class Members have suffered damage. Without limiting the foregoing, Defendant contends that the Class Members were properly and timely paid all wages owed, including, but not limited to, all straight and overtime pay; were provided timely and uninterrupted meal and rest periods as required under California law; were properly and timely paid all wages upon separation of employment or otherwise when due; were properly and timely provided accurate itemized wage statements as required under California law; were properly reimbursed for any expenses required to incur; and that Defendant has not engaged in any unlawful, unfair, or fraudulent business practices in violation of California law. However, Defendant has concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of time, energy, and resources of Defendant has been and, unless the Settlement is approved, will continue to be devoted to the defense of the claims asserted by Plaintiffs and Class Members. Defendant has also taken into account the uncertainty and risks inherent in any litigation, especially in complex cases such as this Action. Based on the foregoing, Defendant has concluded that it is desirable and beneficial that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in the Settlement. This will allow Defendant to dispose of burdensome and protracted litigation, permit the operation of Defendant's business without further expensive litigation, and put an end to the distraction and diversion of its personnel regarding matters at issue in the Action.

2.6. No Admissions. The Parties understand and agree that the Settlement is the result of a good faith compromise of disputed claims and allegations, and Defendant is entering into the Settlement solely to resolve disputed matters. No part of the Settlement or any conduct or written or oral statements made in connection with the Settlement, whether or not the Settlement is finally approved and/or consummated, is or may be offered as or construed to be an admission or concession of any kind by any of the Parties. In particular, but without limiting the generality of the foregoing, nothing about the Settlement shall be offered or construed as an admission that Defendant violated any of its obligations under the California Labor Code, applicable Industrial Welfare Commission Wage Orders, Business and Professions Code or Private Attorneys General Act, or of liability in general, or any wrongdoing, impropriety, responsibility, or fault whatsoever on the part of Defendant and/or the Released Parties. In addition, this Settlement shall not be offered or be admissible in evidence against any of the Parties or any of the Released Parties, except in any action or proceeding brought by or against Plaintiffs, Class Members, or Defendant to enforce the Settlement's terms, or by Defendant in defense of any claims brought by Plaintiffs or Class Members. The provisions of this paragraph shall become effective when this Settlement is signed by all Parties, and shall be binding on the Parties and their counsel regardless of whether the Settlement is preliminarily and/or finally approved or terminated for any reason, or rendered null and void.

2.7. Class Members' Claims. Plaintiffs claim that the Released Claims have merit and give rise to liability on the part of Defendant. This Settlement is a compromise of disputed claims. Nothing contained in this Settlement, and no documents referred to herein, nor any action taken to carry out this Settlement, may be construed or used as an admission by or against the Plaintiffs, Class Members or Class Counsel as to the merits or lack thereof of the claims asserted in the Action.

2.8. Defendant's Defenses. Defendant has denied and continues to deny each and all of the allegations, claims, and contentions of wrongdoing alleged by Plaintiffs in the Action. Defendant has expressly denied and continues to deny all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts, or omissions alleged in the Action. Defendant contends that it complied in good faith with California and federal wage-and-hour laws and has dealt legally and fairly with Plaintiffs and Class Members. Defendant further denies that, for any purpose other than settling this Action, these claims are appropriate for class or representative treatment.

3. TERMS OF SETTLEMENT

The Parties agree as follows:

3.1. Binding Settlement. This Settlement shall bind the Parties and all Settlement Class Members, subject to the terms and conditions set forth in the Settlement and the Court's approval.

3.2. Release As To All Settlement Class Members and Plaintiffs.

3.2.1. Release As To All Settlement Class Members. As of the Effective Date, all Settlement Class Members, including Plaintiffs, will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties from the

Released Claims during the Class Period. This release shall be binding on all Settlement Class Members, including each of their respective attorneys, agents, executors, representatives, guardians ad litem, heirs, successors, and assigns, and shall inure to the benefit of the Released Parties, who shall have no further or other liability or obligation to any Class Member with respect to the Released Claims, except as expressly provided herein. All PAGA Members, regardless of whether they submit timely and valid Requests for Exclusion from the Settlement, will release all PAGA Released Claims, as well as claims that could have been premised on the claims, causes of action or legal theories alleged in the Action, during the PAGA Class Period. Plaintiffs on behalf of the State of California and the LWDA will also release all PAGA Released Claims.

3.3. Tax Liability. The Parties understand and agree that the Parties are not providing tax or legal advice. Defendant shall be responsible for any Employer Taxes due as a result of the Settlement. These payments shall be separate and shall not be made from the Gross Settlement Amount or the Net Settlement Amount. Settlement Class Members shall remain responsible for any Employee Taxes due as a result of the Settlement. Settlement Class Members will assume any employee tax obligations or consequences that may arise from this Settlement and should consult with a tax expert if they have questions. However, Individual Settlement Payments will be allocated as follows: 33% as wages (for which an IRS Form W-2 will be issued) and 67% as interest and penalties (for which an IRS Form 1099 will be issued). Any required payroll deductions will be based on this apportionment. The Parties agree that, in the event that any taxing body determines that additional employee taxes are due from any Settlement Class Member, such Settlement Class Member assumes all responsibility for the payment of such taxes.

3.4. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision of this Settlement, and no written communication or disclosure between or among the Parties, Class Counsel or Defendant's Counsel and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed, or be relied upon, as tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging Party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement, (b) has not entered into this Settlement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on the acknowledging Party; and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement.

3.5. Settlement Approval and Implementation Procedures. As part of this Settlement, the Parties agree to the following procedures for obtaining the Court's preliminary approval of the Settlement: conditionally certifying the Settlement Class, notifying Settlement Class Members of the Settlement and distributing the PAGA Payment, obtaining the Court's final approval of the Settlement, and processing the Individual Settlement Payments, as set forth below.

3.5.1. Preliminary Approval and Certification. As soon as practicable after execution of this Settlement, pending the Court's availability, Plaintiffs will submit this Settlement to the Court for preliminary approval of the Settlement, in accordance with California Rules of Court, Rule 3.769(c). Such submission will include this Settlement, the proposed Notice Packet, the proposed Preliminary Approval Order, and any memoranda and evidence as may be necessary for the Court to determine that this Settlement is fair, adequate, and reasonable. The Parties agree to request the Court to enter an order conditionally certifying the Settlement Class after the preliminary approval hearing, in accordance with California Rules of Court, Rule 3.769(d).

3.5.2. Class Information. No more than twenty-one (21) calendar days after the entry of the Preliminary Approval Order by the Court, Defendant shall provide the Settlement Administrator with the Class Information for purposes of mailing Notice Packets to Class Members. Defendant shall also provide the Settlement Administrator a separate list of PAGA Members and dates of PAGA Members' employment with Defendant.

3.5.3. Notice by First Class U.S. Mail. Upon receipt of the Class Information, the Settlement Administrator will perform a search on the National Change of Address database to update the Class Members' addresses. No more than ten (10) calendar days after receiving the Class Information from Defendant, as provided herein, the Settlement Administrator shall mail copies of the Notice Packet to all Settlement Class Members by regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. It will be conclusively presumed that if an envelope so mailed has not been returned within twenty (20) days of the mailing that the Class Member received the Notice Packet.

3.5.4. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as undeliverable on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto or as described in paragraph 3.5.5 of this Settlement.

3.5.5. For each Class Member whose Notice Packet is returned, and a forwarding address is not affixed thereto, there will be one skip trace by the Settlement Administrator. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Class Member at the updated mailing address so identified. One supplemental Notice Packet shall be mailed to each Class Member whose original Notice Packet is returned as undeliverable to the Settlement Administrator, if a forwarding or updated address can be identified. Such re-mailing shall be made within five (5) business days of the Settlement Administrator receiving notice that the respective Notice Packet was undeliverable. Any requests to Defendant's Counsel by the Settlement Administrator for documents or information from Defendant must be responded to within a reasonable amount of time by Defendant's Counsel. It is the intent of the Parties that reasonable means be used to locate the Class Members and apprise them of their rights.

3.5.6. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Settlement Administrator shall have an additional fourteen (14) calendar days after the Response Deadline has expired to mail the Request for Exclusion or a

Notice of Objection. Notice Packets that are resent shall inform the recipient of this adjusted deadline. The date of the postmark on the return envelope shall be the exclusive means used to determine whether a Class Member has returned his or her Request for Exclusion on or before the adjusted deadline. It will be conclusively presumed that if an envelope so mailed has not been returned within thirty (30) days of the mailing, that the Class Member received the Notice Packet. If a Class Member's Notice Packet is returned to the Settlement Administrator more than once as undeliverable, then an additional Notice Packet shall not be re-mailed.

3.5.7. Compliance with the procedures specified in paragraphs 3.5.3 through 3.5.6 of this Settlement shall constitute due and sufficient notice to Class Members of this Settlement and shall satisfy the requirement of due process. Nothing else shall be required of, or done by, the Parties, Class Counsel, and Defendant's Counsel to provide notice of the proposed Settlement.

3.6. Disputes. Class Members will have the opportunity during the 45-day response period, should they disagree with Defendant's records regarding their weeks worked during the Class Period, to provide documentation and/or an explanation to show contrary weeks worked. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Member and the Parties.

3.7. Exclusions (Opt-Outs). The Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion Form by the Response Deadline. A Class Member may submit a Request To Be Excluded From Settlement form or a writing that contains: (1) the name, address, and the last four digits of the Social Security number and/or the entire Employee ID number of the Class Member requesting exclusion; (2) a clear statement requesting to be excluded from the Class Settlement; (3) the signature of the Class Member; and (4) a postmark by the Response Deadline and returned to the Settlement Administrator at the specified address. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed a valid Request for Exclusion from this Settlement. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who requests to be excluded from the Settlement in accordance with the provisions of this paragraph will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement. Class Members who receive a Notice Packet but fail to submit a valid and timely Request for Exclusion on or before the Response Deadline, which is forty-five (45) days from the date of the mailing of the Notice Packet, shall be bound by all terms of the Settlement and any Final Judgment entered in this Action if the Settlement is approved by the Court. Any Class Member who does not request exclusion as set forth above is deemed to have released all claims, including Released Claims against Released Parties, as set forth herein and therefore by operation will be deemed a Settlement Class Member. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit Requests for Exclusion from the Settlement. Class Counsel shall not represent any Class Member with respect to any such Request for Exclusion. Class Members who submit a valid Request for Exclusion may not also submit a Notice of Objection. PAGA Members cannot opt out or submit a Request for Exclusion

3.8. Objections. The Notice Packet shall state that Class Members who wish to object to the Settlement shall submit a written statement of objection ("Notice of Objection") by the Response Deadline, which is forty-five (45) days from the date of the mailing of the Notice Packet, to the Settlement Administrator. The Notice of Objection must be signed by the Class Member and state: (1) the full name of the Class Member; (2) the dates of employment of the Class Member; (3) the last four digits of the Class Member's Social Security number and/or the entire Employee ID number; (4) the basis for the objection; and, (5) whether the Class Member intends to appear at the Final Approval Hearing. The Notice of Objection must be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. Within five (5) days of receiving a Notice of Objection from a Settlement Class Member, the Settlement Administrator shall forward the Notice of Objection to Class Counsel and Defendant's

Counsel. The Parties shall thereafter lodge the Class Member's Notice of Objection with the Court. Class Members, regardless of whether or not they submit a timely Notice of Objection, will have a right to appear at the Final Approval Hearing, with or without an attorney, and have their objections heard by the Court. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or to appeal from the Final Judgment. Class Counsel shall not represent any Class Member with respect to any such objection.

3.9. No Solicitation of Settlement Objections or Exclusions. The Parties and their counsel agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit Notices of Objection to the Settlement or Requests for Exclusion from the Settlement, or to appeal from the Court's Final Judgment.

3.10. Funding of the Gross Settlement Amount. This is a non-reversionary Settlement in which Defendant is required to pay the entire Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendant. Defendant is separately and solely responsible for any employer payroll taxes owed as a result of the Settlement. Defendant shall fund the Gross Settlement Amount By no later than twenty-one (21) calendar days after the Final Approval Date. No release in this Settlement shall be effective until the Gross Settlement Amount is fully funded.

3.10.1. No more than five (5) business days after Defendant makes the Gross Settlement Amount payment, the Settlement Administrator shall provide the Parties with an accounting of all anticipated payments from the Gross Settlement Amount. The Net Settlement Amount shall be calculated by deducting from the Gross Settlement Amount the anticipated payments for (1) Class Representative Service Award, as specified in this Settlement and approved by the Court; (2) Class Counsel Fees, as specified in this Settlement and approved by the Court; (3) Class Counsel Costs, as specified in this Settlement and approved by the Court; (4) Settlement Administration Costs, as specified in this Settlement and approved by the Court; and (5) the LWDA PAGA Allocation, as specified in this Settlement and approved by the Court.

The Net Settlement Amount shall be distributed in Individual Settlement Payments in accordance with Paragraphs 3.12, 3.12.1 and 3.13.

3.11. Individual Settlement Payments. Each Settlement Class Member shall be eligible to receive an Individual Settlement Payment, which is a share of the Net Settlement Amount, based on the number of weeks worked by the Settlement Class Member for Defendant during the Class Period, as a proportion of all weeks worked by all Class Members for Defendant during the Class Period. Individual Settlement Payments shall be paid by check pursuant to the formula set forth in Paragraph 3.12.1 and 3.13 below. Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' last known mailing address no later than fifteen (15) calendar days after Defendant makes the payment of the Gross Settlement Amount. Individual Settlement Payments shall specifically indicate that they are void if not negotiated within one hundred eighty (180) days of their issuance. Individual Settlement Payments reflect settlement of a dispute regarding wages, interest, and penalties. Individual Settlement Payments will be allocated as follows: 33% as wages; and 67% as interest and penalties. The "wage" portion of each Individual Settlement Payment will be reduced by any Employee Taxes. The Settlement Administrator shall issue the appropriate tax documents associated with the Individual Settlement Payments, including an IRS Form W-2 for the amounts allocated as "wages" and an IRS Form 1099 for the amounts allocated as "interest" or "penalties."

3.11.1. Individual Settlement Payment Formula. After deducting the Class Counsel Fees and Class Counsel Costs, the PAGA Payment, Class Representative Service Awards, and Settlement Administration Costs, the remaining funds (the "Net Settlement Amount"), shall be distributed as follows: The Settlement Administrator shall divide the Net Settlement Amount by the total number of workweeks Class Members worked for Defendant during the Class Period in order to determine the amount each Settlement Class Member is entitled to for each workweek he or she worked for Defendant (the "Weekly Amount") during the Class Period. The Settlement Administrator shall multiply the Weekly Amount by the estimated total number of workweeks that each Settlement Class Member worked for Defendant during the Class Period. The product of each calculation represents the gross Individual Settlement Payment for the respective

Settlement Class Member. The Settlement Administrator shall then deduct Employee Taxes attributable to wages to arrive at the net Individual Settlement Payment for each respective Class Member. Within twenty-one (21) calendar days after Preliminary Approval, Defendant shall provide the Settlement Administrator with any information reasonably necessary to perform the calculation of number of workweeks for each Class Member, and any other reasonably required information the Settlement Administrator requests to perform the calculations required under this Settlement. Defendant shall have no responsibility for deciding the validity of any Individual Settlement Payment or any other payments made pursuant to this Settlement, shall have no involvement in or responsibility for the determination or payment of Employee Taxes, and shall have no liability for any errors made with respect to such Employee Taxes.

3.12. **PAGA Allocation & Related Release**. Out of the Maximum Settlement Amount that is ultimately preliminarily approved, Defendant shall pay a total of $20,000.00 to resolve the PAGA Claims (as defined below) of the Settlement Class (the "PAGA Payment"). Of this amount, 75% will be paid to the LWDA and 25% (i.e. $5,000.00) will be distributed on a pro rata per pay period basis to the PAGA Members who worked at any time from November 20, 2021 through the date the Court Preliminarily Approves this settlement. Each PAGA Member's Individual PAGA Payment will be calculated based on the total number of pay periods he or she worked during the PAGA Class Period. To establish the pay period value, the Settlement Administrator will first determine the total number of pay periods worked by PAGA Members during the PAGA Class Period. 25% of the PAGA Settlement Fund will then be divided by the total number of pay periods worked by PAGA Members during the PAGA Class Period to determine the pay period value. The PAGA Member Allocation represents the portion of civil penalties awarded directly under PAGA, and shall be allocated as 100% penalties. The Settlement Administrator will report the PAGA Payments on IRS 1099 Forms. PAGA Members will not be required to submit a claim form in order to be issued a check for their share of the PAGA Payment. The PAGA Members will not have the opportunity to opt out of, or object to, the PAGA Payment and release of the PAGA Claims. Upon receipt of the PAGA Payment, PAGA Members shall be deemed to have released the PAGA claims as to civil and statutory penalties, and any other interest, liquidated damages, attorney's fees and costs related to PAGA.

3.12.1. Settlement Class Members are not eligible to receive any compensation other than the Individual Settlement Payment (and PAGA Payment for PAGA Members), and they may only receive an Individual Settlement Payment if they <u>do not</u> submit a valid and timely Request for Exclusion to opt out of the Settlement. PAGA Members will receive their portion of the PAGA Payment regardless of whether they submit a valid and timely Request for Exclusion to opt out of the Settlement. Plaintiffs, however, are also eligible to receive a Class Representative Service Award.

3.12.2. No benefit, including but not limited to pension benefits, shall increase or accrue as a result of any payment made pursuant to this Settlement.

3.12.3. If an Individual Settlement Payment is returned to the Settlement Administrator as undeliverable and does not have a forwarding address, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace search. If the returned Individual Settlement Payment has a forwarding address, or another address is identified, the Settlement Administrator shall mail the Individual Settlement Payment to the forwarding, or newly-identified, address. If an Individual Settlement Payment is returned to the Settlement Administrator a second time as undeliverable, the Settlement Administrator shall not attempt any further re-mailing of that Individual Settlement Payment, but shall hold such Individual Settlement Payment until it becomes void. Any settlement checks that remain uncashed one hundred eighty (180) calendar days after issuance shall be void ("Voided Checks").

3.12.4. Any settlement checks that are not cashed within one hundred eighty (180) days after mailing shall thereafter be paid to the California State Controller in the name of the Class Member who did not cash his or her check.

3.13. <u>Class Representative Service Award</u>. Defendant agrees not to oppose or object to any application or motion by Plaintiffs for a Class Representative Service Award, not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00) for each Plaintiff, as consideration for Plaintiffs' time and effort in bringing and prosecuting this matter. The Class Representative

Service Award shall be paid to Plaintiffs from the Gross Settlement Amount no later than fifteen (15) calendar days after Defendant funds the Gross Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiffs for their Class Representative Service Award. Plaintiffs shall be solely and legally responsible for payment of all applicable taxes on their Class Representative Service Award and shall hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of their Class Representative Service Award. The Class Representative Service Award shall be in addition to Plaintiffs' Individual Settlement Payments as Settlement Class Members. In the event that the Court awards lesser amounts than the Class Representative Service Award requested, then any portion of the requested amount not awarded to Plaintiffs shall be added to the Net Settlement Amount. Plaintiffs shall not have the right to revoke this agreement to the Settlement on the grounds the Court does not approve any or all of their request for a Class Representative Service Award; it shall remain binding. Any adjustments made by the Court to the requested Class Representative Service Award shall not be deemed a material modification of this Agreement.

3.14. <u>Class Counsel Fees and Costs</u>. Defendant agrees not to oppose or object to any application or motion by Class Counsel for Class Counsel Fees in the amount of One Hundred Forty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($146,666.67) and Class Counsel Costs not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00) from the Gross Settlement Amount. The Class Counsel Fees and Class Counsel Costs shall be paid no later than fifteen (15) calendar days after the Defendant funds the Gross Settlement Amount. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payments made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs. Any amount requested by Class Counsel for the Class Counsel Fees and Class Counsel Costs and not granted by the Court shall become part of the Net Settlement Amount.

3.15. <u>PAGA Allocation</u>. Subject to Court approval, the Parties shall allocate a total of Twenty Thousand Dollars and Zero Cents ($20,000.00) from the Gross Settlement Amount for the compromise of claims brought under the Labor Code Private Attorney's General Act of 2004 (the "PAGA Allocation").

3.16. LWDA PAGA Allocation. The LWDA PAGA Allocation shall be Fifteen Thousand Dollars and Zero Cents ($15,000.00), representing 75% of the PAGA Allocation, and shall be paid to California's Labor Workforce Development Agency ("LWDA") from the Gross Settlement Amount by the Settlement Administrator no later than fifteen (15) calendar days after Defendant funds the Gross Settlement Amount. The remaining Five Thousand Dollars and Zero Cents ($5,000.00), representing 25% of the PAGA Allocation, shall be distributed to PAGA Members.

3.17. Defendant's Option to Terminate Settlement. If, after the Response Deadline and before the Final Approval Hearing, ten percent (10%) or more of the Settlement Class Members submit timely and valid Requests for Exclusion from the Settlement, Defendant shall have, in its sole discretion, the option to terminate this Settlement. Defendant shall exercise its option to terminate, if they wish, prior to the Final Approval Hearing, provided the Settlement Administrator has provided Defendant the number and percentage of valid and timely Requests for Exclusion no later than fourteen (14) calendar days prior to the Final Approval Hearing. If Defendant decides to void the Settlement, then the Settlement and conditional class certification shall be considered void, and neither the Settlement, conditional class certification, nor any of the related negotiations or proceedings, shall be of any force or effect, and the Parties shall stand in the same position, without prejudice, as if this Settlement had been neither entered into nor filed with the Court. Should Defendant void the Settlement under this paragraph, Defendant shall be responsible for all Settlement Administration Costs incurred by the Settlement Administrator through the date that Defendant notifies the Settlement Administrator that they are exercising the option to terminate the Settlement.

3.18. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. Such costs of administration are not to exceed Eight Thousand Dollars and Zero Cents ($8,000.00), unless the court approves a higher amount. No fewer than twenty (20) days prior to the Final Approval

Hearing, the Settlement Administrator shall provide the Parties with a statement detailing the costs of administration. The Settlement Administrator, on Defendant's behalf, shall have the authority and obligation to make payments, credits and disbursements, including payments and credits in the manner set forth in this Settlement, to Settlement Class Members, calculated in accordance with the methodology set out in this Settlement and orders of the Court. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest. The Settlement Administrator shall be responsible for: processing and mailing all payments described in the Settlement to the Plaintiffs, Class Counsel, Settlement Class Members, the LWDA, tax authorities; printing and mailing the Notice Packets to the Settlement Class Members as called for in this Settlement and ordered by the Court; receiving and reporting Notice of Objections and Requests for Exclusion submitted by Class Members; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities. Any legally mandated tax reports, tax forms, tax filings, or other tax documents required by administration of this Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be Settlement Administration Costs. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Defendant funds the Gross Settlement Amount.

3.19. Final Approval Hearing. At a reasonable time following the Response Deadline, the Court shall hold the Final Approval Hearing, where objections, if any, may be heard, and the Court shall determine amounts properly payable for (i) the Class Counsel Fees, (ii) the Class Counsel Costs, (iii) the Class Representative Service Awards, (iv) the PAGA Allocation; and (v) the Settlement Administration Costs.

3.20. Entry of Final Judgment. If the Court approves this Settlement at the Final Approval Hearing, the Parties shall request that the Court enter the Final Judgment after the Gross Settlement Amount has been fully funded, with the Court retaining jurisdiction over the Parties to enforce the terms of the judgment. If the Court grants Final Approval to the Settlement, notice of Final Approval shall be posted on the Settlement Administrator's website.

3.21. No Effect on Employee Benefits. Amounts paid to Plaintiffs or other Settlement Class Members pursuant to this Settlement will not count as earnings or compensation for purposes of any benefits (e.g., pensions or retirement plans) sponsored by Defendant. It is expressly understood and agreed that the receipt of Individual Settlement Payments and/or PAGA Payments shall not entitle any Settlement Class Member to additional compensation or benefits under any collective bargaining agreement or under any bonus, contest, or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor shall it entitle any Settlement Class Member to any increased pension and/or retirement, or other deferred compensation benefits. It is the intent of the Parties that payments from Net Settlement Amount provided for in this Settlement are the sole payments to be made by Defendant to Settlement Class Members in connection with this Settlement, with the sole exception of Plaintiffs' Class Representative Service Award, and that the Settlement Class Members are not entitled to any new or additional compensation or benefits as a result of having received funds from the Net Settlement Amount. Furthermore, the receipt of Individual Settlement Payments by Settlement Class Members shall not, and does not, by itself establish any general, special, or joint employment relationship between and among the Settlement Class Member(s) and Defendant

3.22. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary Approval Order as specified herein; (ii) the Court does not grant final approval of the Settlement as provided herein; (iii) the Court does not enter a Final Judgment as provided herein; or (iv) the Settlement does not become final for any other reason, this Settlement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such a case, the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement, and the Parties shall proceed in all respects as if this Settlement had not been executed. In the event an appeal is filed from the Court's Final Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review.

3.23. No Admission by the Parties. Defendant denies any and all claims alleged in this Action and denies all wrongdoing whatsoever. This Settlement is not a concession or admission, and shall not be used against Defendant as an admission or indication, with respect to any claim, of any fault, concession, or omission by Defendant. Neither this Settlement, nor any of its terms and conditions, nor any of the negotiations connected with it, is a concession or admission, and none shall be used against Defendant as an admission or indication with respect to any claim of any fault, concession, or omission by Defendant, or that class certification is proper under the standard applied to contested certification motions. The Parties stipulate and agree to the certification of the Settlement for settlement purposes only. The Parties further agree that this Settlement will not be admissible in this or any other proceeding as evidence that either: (i) a class action should be certified or (ii) Defendant is liable to Plaintiffs or any Class Member, other than according to the terms of this Settlement.

3.24. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the interpretation, calculation or payment of settlement claims, or other disputes regarding compliance with this Settlement shall be resolved as follows:

3.24.1. If Plaintiffs or Class Counsel, on behalf of Plaintiffs or any Settlement Class Members, or Defendant at any time believe that the other Party or Parties have breached or acted contrary to the Settlement, that Party shall notify the other Party or Parties in writing of the alleged violation.

3.24.2. Upon receiving notice of the alleged violation or dispute, the responding Party shall have ten (10) days to correct the alleged violation and/or respond to the initiating Party with the reasons why the Party disputes all or part of the allegation.

3.24.3. If the response does not address the alleged violation to the initiating Party's satisfaction, the Parties shall negotiate in good faith for up to ten (10) days to resolve their differences.

3.24.4. Prior to the Court's involvement pursuant to paragraph 3.35, if the Parties still cannot resolve a dispute, the Parties shall utilize the services of the Hon. Amy Hogue (Ret.) (Mediator) in a good-faith attempt to mediate and resolve the dispute.

3.24.5. If the Parties are unable to resolve their differences after twenty (20) days, either Party may file an appropriate motion for enforcement with the Court.

3.25. <u>Headings</u>. The descriptive headings of any paragraphs or sections of this Settlement are inserted for convenience of reference only and do not constitute a part of this Settlement.

3.26. <u>Interim Stay of Proceedings</u>. The Parties agree to stay all proceedings in the Action and thereafter implement and complete the Settlement.

3.27. <u>Amendment or Modification</u>. This Settlement may be amended or modified only by a written instrument signed by all the Parties and counsel for all Parties or their successors-in-interest.

3.28. <u>Entire Settlement</u>. This Settlement constitutes the entire agreement among these Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Settlement, other than the representations, warranties, and covenants contained and memorialized in the Settlement. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

3.29. <u>Authorization to Enter into Settlement</u>. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The person signing this Settlement on behalf of Defendant represents and warrants that he or she is authorized to sign this Settlement on behalf of Defendant. Plaintiffs represent and warrant each is authorized to sign this Settlement and that they have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

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

3.31. California Law Governs. All terms of this Settlement shall be governed by and interpreted according to the laws of the State of California.

3.32. This Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

3.33. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h), the Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing this Settlement and all orders and judgments entered in connection therewith.

3.34. Invalidity of Any Provision. Before declaring any provision of this Settlement invalid, the Court shall first attempt to construe the provision to be valid to the fullest extent possible, consistent with applicable precedents.

3.35. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to conditional class certification for purposes of this Settlement only.

3.36. Cooperation. The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Settlement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other action as may be reasonably necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by Court order, or otherwise, to effectuate this Settlement and its terms.

3.37. Publicity. Plaintiffs agrees not to disclose or publicize the Settlement Agreement contemplated herein, the facts of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel. Class Counsel may also include a general description of the Settlement on their respective websites, but may not include the name(s) of any of the Parties, including the Defendant, or any of the Released Parties, or the case name or case number of the Action.

3.38. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. Accordingly, this Settlement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

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

3.40. All Terms Subject to Final Court Approval. All amounts and procedures described in this Stipulation are subject to final Court approval.

3.41. Notices. Unless otherwise specifically provided, all notices, demands or other communications in connection with this Settlement shall be: (1) in writing; (2) deemed given on the third business day after mailing; and (3) sent via United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiffs:

Justin F. Marquez, Esq.
Christina M. Le, Esq.
Zachary D. Greenberg, Esq.
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 784-3030
Facsimile: (213) 381-9989

To Defendant:

Nina Huerta, Esq.
Eve Tilley-Coulson, Esq.
LOCKE LORD LLP
300 South Grand Avenue, Suite 2600
Los Angeles, CA 90071
Tel.: (213) 485-1500
Fax: (213) 485-1200

3.42. Execution by Settlement Class Members. It is agreed that it is impossible or impractical to have each Settlement Class Member execute this Settlement. The Notice of Settlement will advise all Settlement Class Members of the binding nature of the release and such shall have the same force and effect as if each Settlement Class Member executed this Settlement.

3.43. Execution by Plaintiffs and Defendant. Plaintiffs and Defendant, by signing this Settlement, are bound by the terms herein.

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

3.45. Counterparts. This Settlement shall become effective upon its execution by all of the undersigned. Plaintiffs and Defendant may execute this Settlement in counterparts, and execution of counterparts shall have the same force and effect as if each had signed the same instrument. Copies of the executed Settlement shall be effective for all purposes as though the signatures contained therein were original signatures.

3.46. The Parties, Class Counsel and Defendant's Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

Dated:______________, 2024

On behalf of Pacific Distributing, Inc.

____

Printed:_____________________________

Title:_______________________________

Dated: 2/8/2024, 2024

Kevin Becerra

DocuSigned by:

A8AABB29141B4F8...

Dated: 2/6/2024, 2024

Rigoberto Benavidez

DocuSigned by:

2F04BDC4F639474...

Dated: 2/6/2024, 2024

Rafi Campbell

DocuSigned by:

Rafi Campbell

21C1511E51C9421...

Dated: 2/6/2024, 2024

Manuel Vargas Hernandez

DocuSigned by:

15892E6FE63C4AC...

Dated: February 10, 2024

On behalf of Pacific Distributing, Inc.

Thomas Hill

Printed: Thomas Hill

Title: CEO

Kevin Becerra

Dated: ______________, 2024

____

Rigoberto Benavidez

Dated: ______________, 2024

____

Rafi Campbell

Dated: ______________, 2024

____

Manuel Vargas Hernandez

Dated: ______________, 2024

____

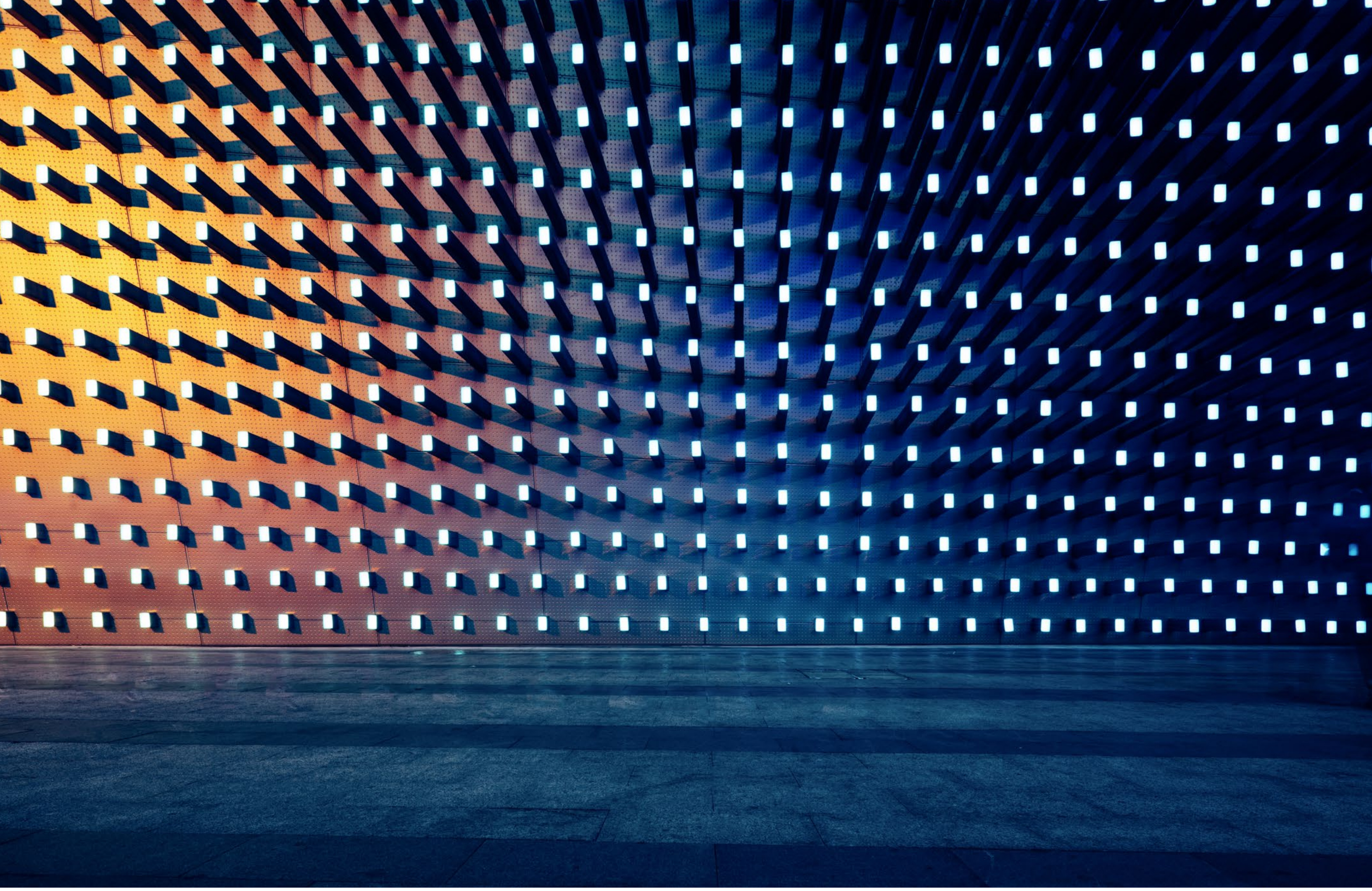
Exhibit 2

Wilshire Law Firm, PLC
Transaction Detail by Account
All Transactions

5/20/2025
Accrual Basis

Type	Date	Num	Memo	Amount	Balance
COS					
Mediation Fees					
	4/24/2023	45740	Mediation Fee - Signature Resolutions	$7,450.00	7,450.00
Total MEDIATION FEES				$7,450.00	7,450.00
Expert Fees					
	11/20/2023	8812	Expert Fees - Berger Consulting	$4,040.00	$4,040.00
Total EXPERT FEES				$4,040.00	4,040.00
Legal Expenses					
	8/1/2023	35984	Certified Transcript Services - Chase Litigation Services	$1,331.90	1,331.90
	9/26/2025	31892	California Deposition Reporters	4,489.50	5,821.40
	8/22/2024	31892 (2)	California Deposition Reporters	493.15	6,314.55
	3/14/2025	31892 (3)	California Deposition Reporters	547.32	6,861.87
	7/28/2023	35959	Certified Transcript Services - Chase Litigation Services	1,039.95	7,901.82
	7/28/2023	35964	Certified Transcript Services - Chase Litigation Services	1,328.25	9,230.07
	7/28/2023	35961	Certified Transcript Services - Chase Litigation Services	969.40	10,199.47
	10/16/2023	INV96586-01-01	Investigation Services	1462.50	11,661.97
	8/5/2024		Court Call	72.00	11,733.97
	6/13/2024		Court Call	72.00	11,805.97
	3/14/2024		Court Call	72.00	11,877.97
	3/8/2024		Court Call	72.00	11,949.97
	8/23/2024		Court Call	72.00	12,021.97
	8/23/2024		Court Call	72.00	12,093.97
	11/15/2022		Department of Industrial Relations	75.00	12,168.97
	4/8/2024	0849974595-1	Legal Research - Thomas Reuters-West	$11.49	12,180.46
	6/10/2022	846472397	Legal Research - Thomas Reuters-West	27.39	12,207.85
	8/11/2022	846791965	Legal Research - Thomas Reuters-West	51.35	12,259.20
	9/6/2022	846968675	Legal Research - Thomas Reuters-West	37.44	12,296.64
	9/13/2023	7072D9F3-0005-B	Legal Research - Trellis	68.50	12,365.14
	9/13/2023	7072D9F3-0005-D	Legal Research - Trellis	68.50	12,433.64
	9/13/2023	7072D9F3-0005-C	Legal Research - Trellis	68.50	12,502.14
	11/15/2023	7072D9F3-0006-C	Legal Research - Trellis	95.90	12,598.04
	11/15/2023	7072D9F3-0006-D	Legal Research - Trellis	95.90	12,693.94
	11/15/2023	7072D9F3-0006-A	Legal Research - Trellis	68.50	12,762.44
	11/15/2023	7072D9F3-0006-B	Legal Research - Trellis	82.20	12,844.64
Total LEGAL EXPENSES				$12,844.64	12,844.64
Process Service Fees					
	9/28/2022		Attorney Services - One Legal LLC	1,493.24	1,493.24
	1/30/2023		Attorney Services - One Legal LLC	17.40	1,510.64
	2/22/2023		Attorney Services - One Legal LLC	17.40	1,528.04
	3/9/2023		Attorney Services - One Legal LLC	14.36	1,542.40
	3/9/2023		Attorney Services - One Legal LLC	170.79	1,713.19
	3/13/2023		Attorney Services - One Legal LLC	17.40	1,730.59
	11/29/2023	21717695	Attorney Services - One Legal LLC	14.36	1,744.95
	11/29/2023	21722166	Attorney Services - One Legal LLC	16.37	1,761.32
	2/23/2024	22302771	Attorney Services - One Legal LLC	18.43	1,779.75
	6/6/2024	22302771(2)	Attorney Services - One Legal LLC	1.00	1,780.75
	6/6/2024	23061575	Attorney Services - One Legal LLC	19.46	1,800.21
	7/25/2024	23393552	Attorney Services - One Legal LLC	19.46	1,819.67
	7/26/2024	23346753	Attorney Services - One Legal LLC	81.23	1,900.90
	8/16/2024	23545775	Attorney Services - One Legal LLC	19.46	1,920.36
	10/8/2024	23845541	Attorney Services - One Legal LLC	20.08	1,940.44
	11/21/2024	24160450	Attorney Services - One Legal LLC	40.73	1,981.17
	1/2/2025	24424959	Attorney Services - One Legal LLC	21.11	2,002.28
	2/14/2025	24691386	Attorney Services - One Legal LLC	42.80	2,045.08
	11/17/2022	52811	Attorney Services - Valpro	285.00	2,330.08
	11/21/2022	52831	Attorney Services - Valpro	45.00	2,375.08
Total PROCESS SERVICE FEES				$2,375.08	2,375.08
Other Costs					
	1/7/2022		Case Administration Fee for In-House Services	$500.00	500.00
	2/6/2024	E-3190739	Printing Cost	$1.89	501.89
	11/15/2022	E-2986627	Printing Cost	$1.00	502.89
	6/10/2022	E-1472453	Printing Cost	$6.75	509.64
	9/14/2022	E-1688237	Printing Cost	$6.75	516.39
	6/15/2022	E-1468745	Printing Cost	$1.00	517.39
	6/8/2022	E-1472079	Printing Cost	$8.75	526.14
	6/9/2022	E-1143111	Postage Cost	$6.13	532.27
	6/9/2022	E-1143110	Postage Cost	$6.13	538.40
	6/9/2022	E-1143109	Postage Cost	$6.13	544.53
	11/15/2022	E-2121295	Postage Cost	$6.81	551.34
	11/15/2022	E-2121294	Postage Cost	$6.81	558.15
	11/15/2022	E-2121293	Postage Cost	$6.81	564.96
Total OTHER COSTS				$564.96	564.96
TOTAL				**$27,274.68**	**27,274.68**

Exhibit 3



ELM Solutions

2022 Real Rate Report®

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

Wolters Kluwer

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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 factors[1] that drive rates[2]:

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

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

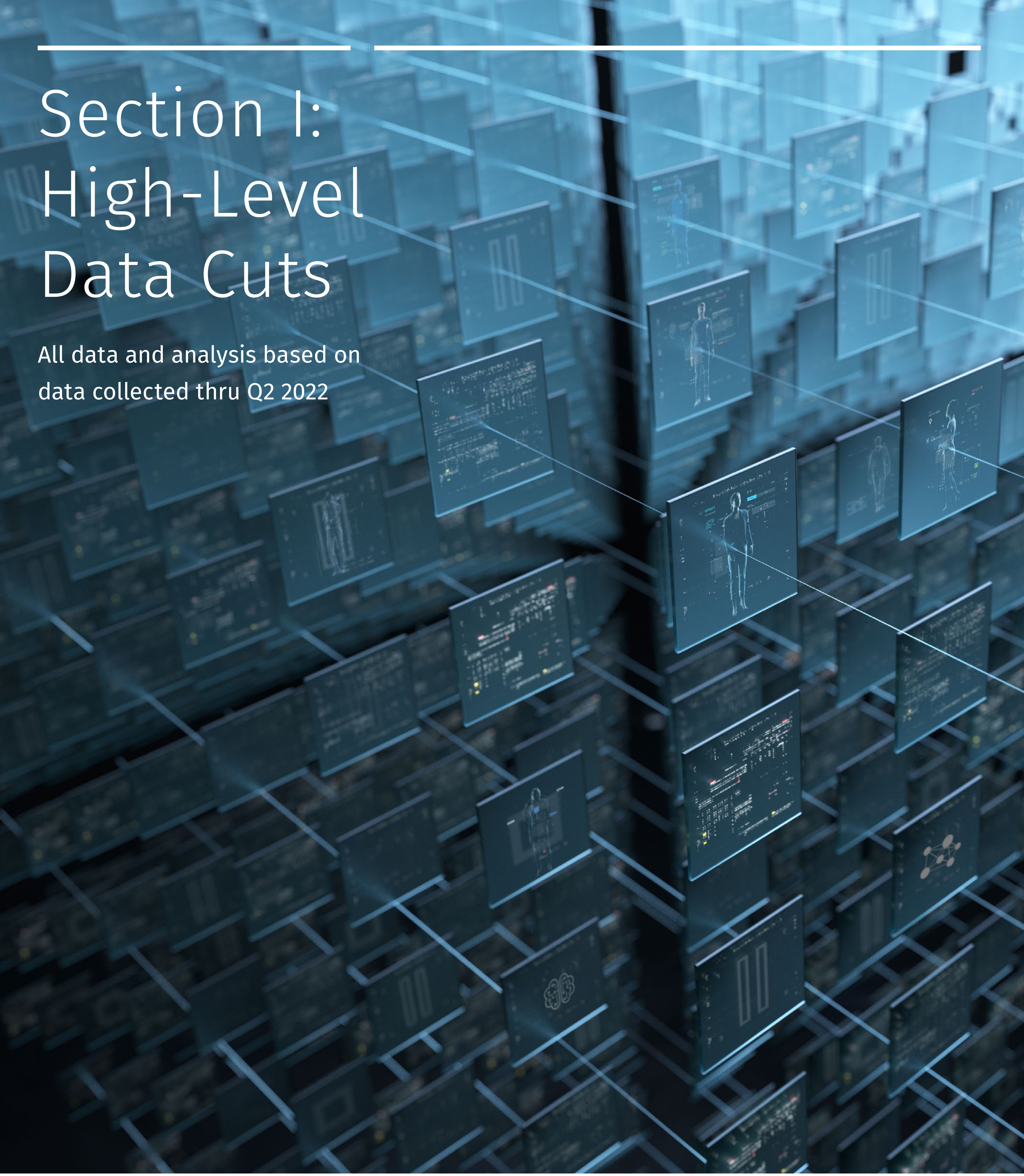
Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural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

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

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

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

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



Section I: High-Level Data Cuts

All data and analysis based on data collected thru Q2 2022

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

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

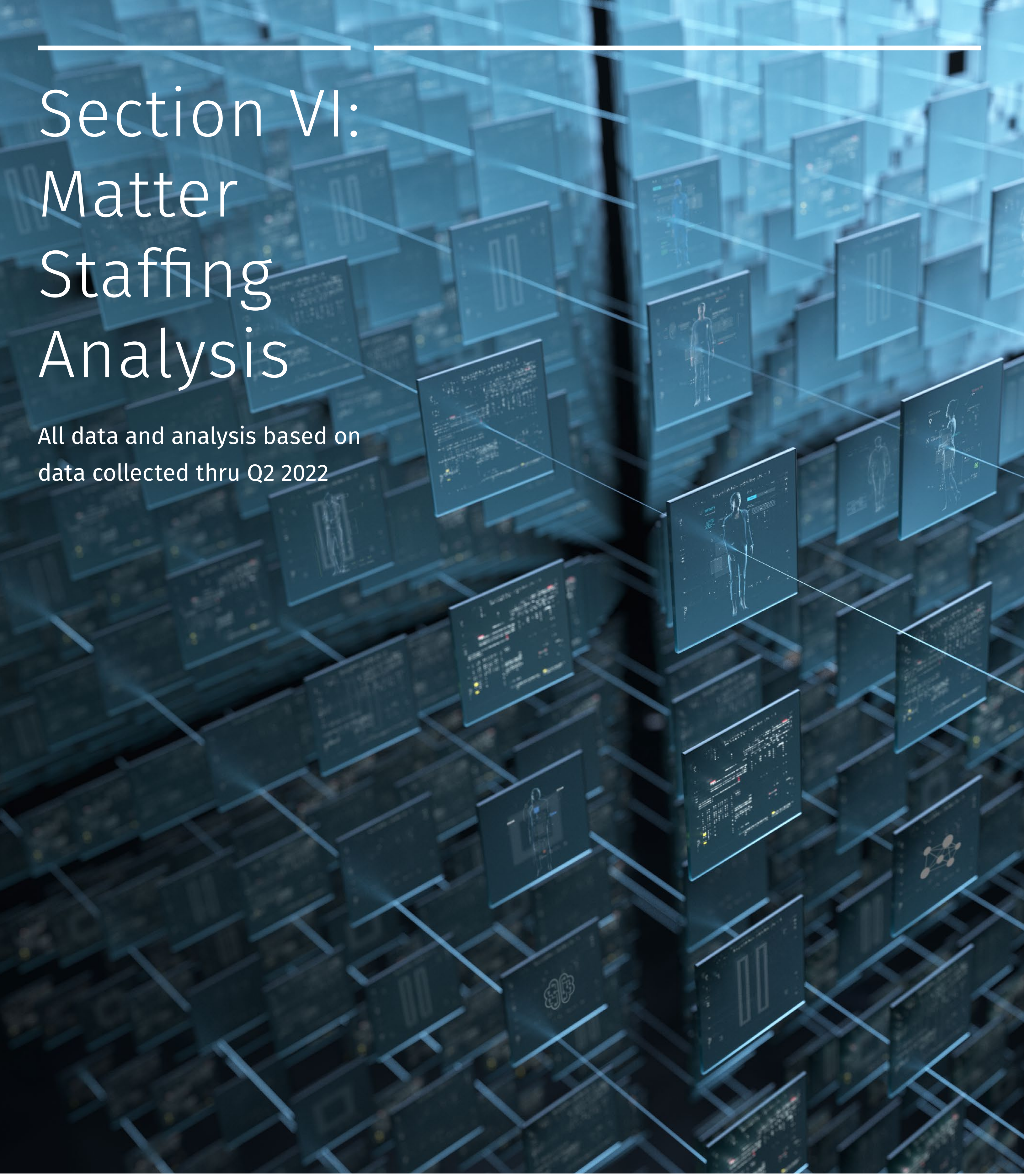
Cities
By Years of Experience

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

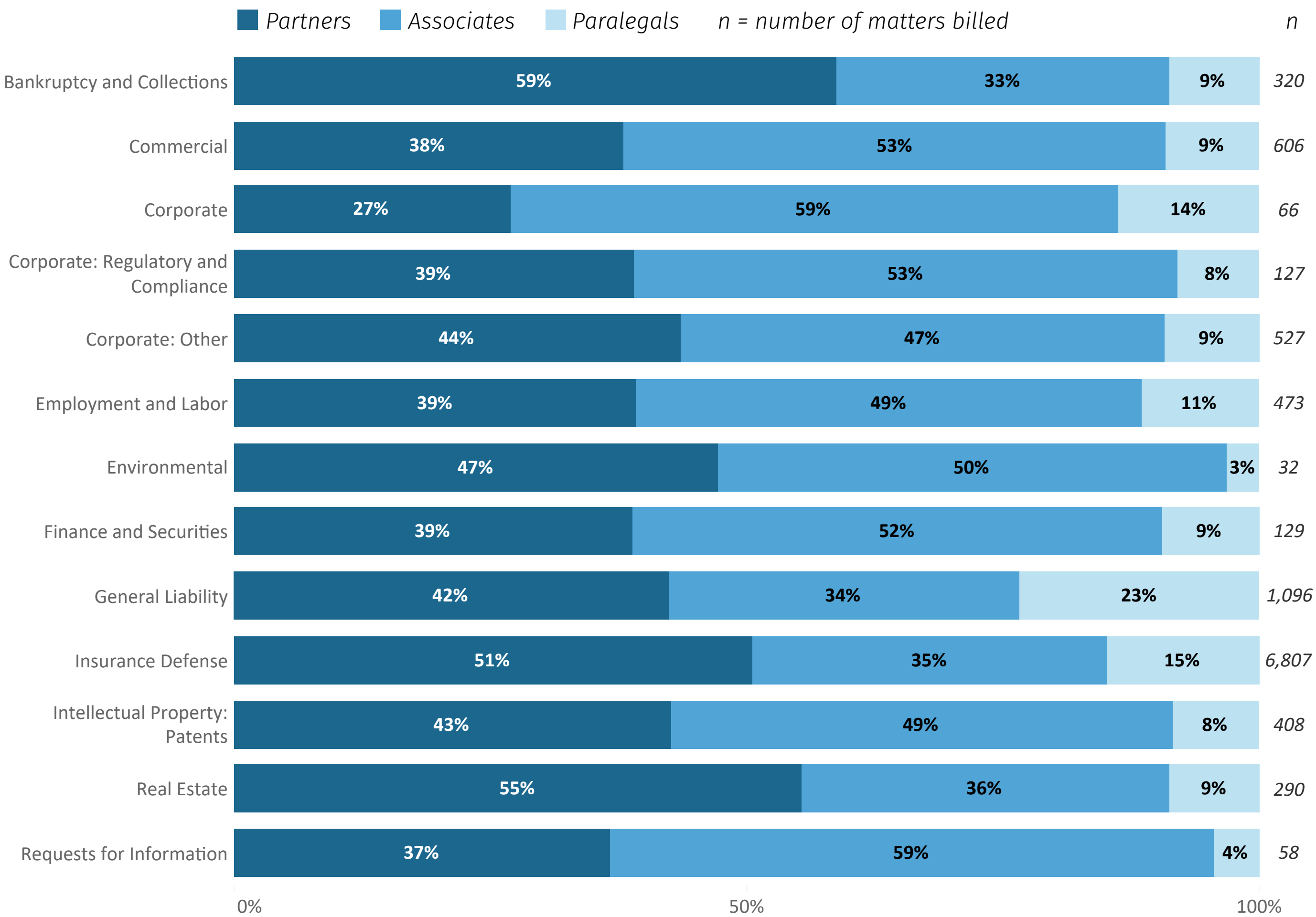
All data and analysis based on data collected thru Q2 2022



Section VI: Matter Staffing Analysis

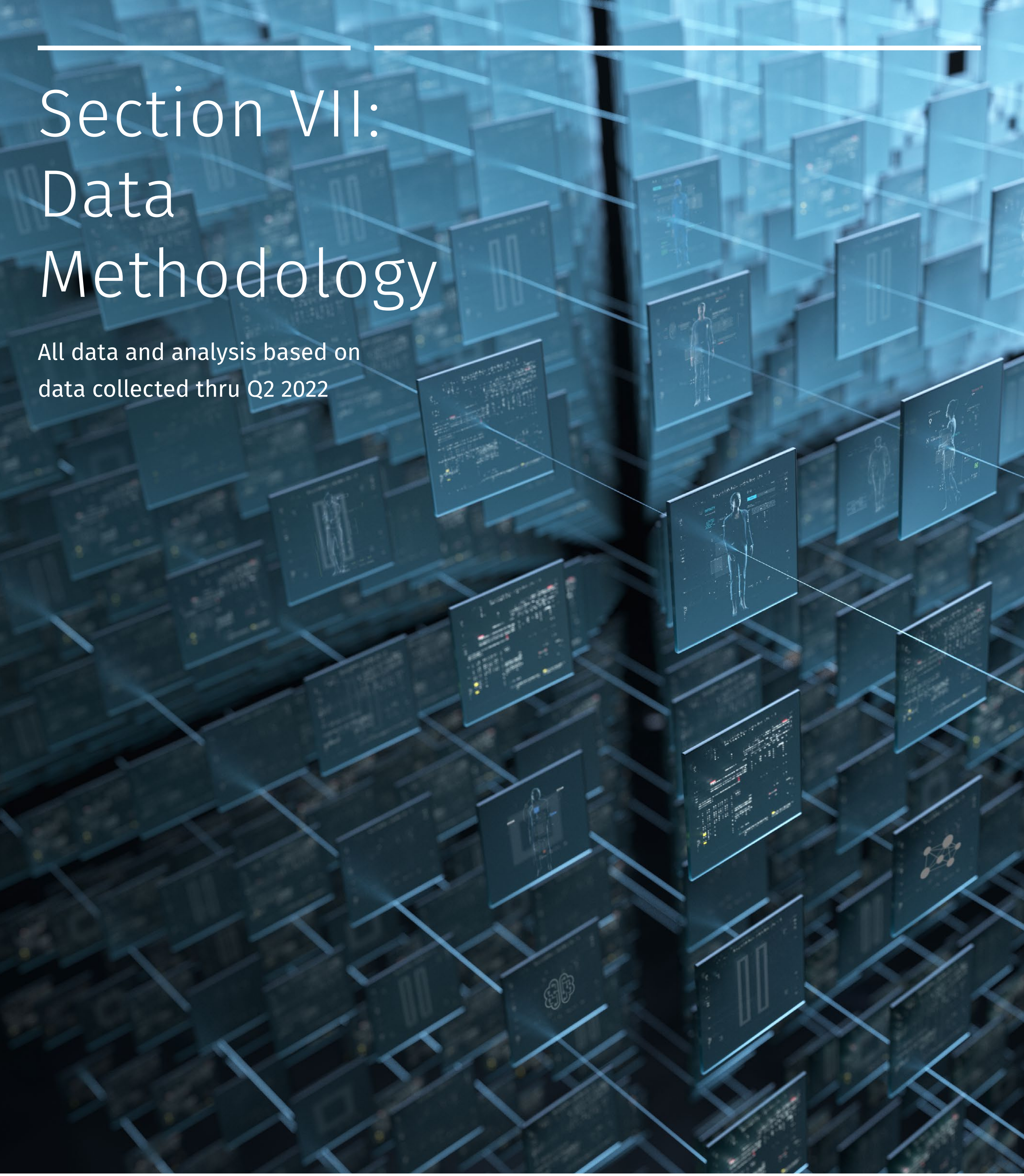
Long Litigation Matters, More Than 100 Total Hours Billed

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

Corporate[1]

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

Employment and Labor

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

Environmental

General/Other
Health and Safety
Superfund
Waste/Remediation

Finance and Securities

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

General Liability

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

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

Exhibit 4

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.

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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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I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On May 20, 2025, I served the foregoing **DECLARATION OF BENJAMIN H. HABER IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

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

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

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

Executed on May 20, 2025, at Los Angeles, California.

Rebecca Padilla

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