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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JOSHUA OLIVARES, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

NAB GALE INC. DBA WABA GRILL #216, a
California corporation; BAJWA GROUP OF
COMPANIES INC., a stock corporation; NAB
2SB INC., a stock corporation; JBNK
RESTAURANTS, INC., a stock corporation;
WABA GRILL FRANCHISE CORP., a stock
corporation; JERRY BAJWA, an individual; and
DOES 3 through 10, inclusive,

Defendants.

Case No.: 22STCV37427

CLASS & REPRESENTATIVE ACTION

*[Assigned for all purposes to Judge William F.
Higberger, Dept. 10]*

**DECLARATION OF THIAGO M.
COELHO IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: May 11, 2026

Time: 2:30 p.m.

Dept: 10

Complaint filed: November 29, 2022

FAC filed: December 12, 2022

SAC filed: October 11, 2023

Trial date: Not Set

I, Thiago M. Coelho, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California and the United States Court of Appeals for the Ninth District, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Partner at Wilshire Law Firm, PLC (“WLF”), counsel for Plaintiff Joshua Olivares (“Plaintiff”). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness.

2. I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

CASE BACKGROUND

3. This is a wage and hour class and Private Attorneys General Act (“PAGA”) (Cal. Lab. Code §§ 2699, *et seq.*) representative action. Plaintiff and the putative class members worked in California as hourly-paid or non-exempt employees for Defendants Nab Gale, Inc. dba Waba Grill #216, Bajwa Group of Companies, Inc, Nab 2SB Inc., JBNK Restaurants, Inc., Waba Grill Franchise Corp. and Jerry Bajwa (collectively, “Defendants,” and together with Plaintiff, the “Parties”) during the class period. Mr. Bajwa is an individual that operates various fast food, gas station and convenience store franchise locations throughout the state of California and elsewhere. Upon information and belief, Mr. Bajwa operates these franchise locations through the Bajwa Group and its subsidiaries. Nab Gale is a management entity which Mr. Bajwa uses to operate the Waba Grill restaurant located at 18201 Gale Ave #A, City of Industry, CA 91748.

4. Plaintiff alleges that Defendants' payroll, timekeeping, and wage and hour practices resulted in Labor Code violations. Plaintiff alleges that Defendants failed to pay for all hours worked (minimum, straight time, and overtime wages). Plaintiff further alleges that Defendants failed to: provide employees with legally compliant meal and rest periods; and Defendants failed to reimburse business expenses. Based on these allegations, Plaintiff asserts related claims for failure to pay wages during employment, failure to pay all final wages at

1 termination, failure to provide accurate wage statements, failure to produce requested
2 employment records, unfair business practices, and civil penalties under PAGA.

3 5. On November 29, 2022, Plaintiff filed a putative wage and hour class action
4 complaint against Defendant for: (1) Failure to Pay Minimum and Straight Time Wages (Cal.
5 Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Wages (Cal. Lab. Code
6 §§1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4)
7 Failure to Authorize and Permit Rest Periods (Cal. Lab. Code § 226.7); (5) Failure to Timely
8 Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (6) Failure to Provide Accurate
9 Itemized Wage Statements (Cal. Lab. Code § 226); (7) Failure to Indemnify Employees for
10 Expenditures (Cal. Lab. Code § 2802); (9) Failure to Produced Requested Employment Records
11 (Cal. Lab. Code §§ 226 and 1198.5); and (9) Unfair Business Practices (Cal. Bus. & Prof. Code
12 §§ 17200, *et seq.*) (“UCL”), and (10) civil penalties under PAGA.

13 6. On December 12, 2022, Plaintiff provided notice to the California Labor &
14 Workforce Development Agency (“LWDA”) and Defendant of the violations described above,
15 as required by Labor Code § 2699.3(a)(1). Pursuant to Labor Code § 2699.3(a)(2)(A), the
16 LWDA had 65 calendar days to notify Plaintiff and Defendant whether it intended to investigate
17 the alleged violations. However, the LWDA did not do so. On October 11, 2023, Plaintiff filed
18 an amended complaint to include addition cause of action for civil penalties under the Private
19 Attorneys General Act (Cal. Lab. Code §§2698, *et seq.*) (“PAGA”). Finally, on November 26,
20 2024, Plaintiff executed a DOE amendment to his complaint to add the Bajwa Group and Jerry
21 Bajwa as defendants.

22 DISCOVERY, INVESTIGATION, AND SETTLEMENT

23 7. Following the filing of the initial complaint, the Parties engaged in formal written
24 discovery and informal discovery and exchanged documents and information before mediating this
25 action. Defendants produced a sample of time and pay records for class members. Defendants
26 also provided documents of its wage and hour policies and practices during the class period, and
27 information regarding the total number of current and former employees in its informal discovery
28 responses.

8. After reviewing documents regarding Defendants’ wage and hour policies and practices and analyzing Defendants’ timekeeping and payroll records, Class Counsel was able to evaluate the probability of class certification, success on the merits, and Defendants’ 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. Additionally, Olivares was deposed on June 29, 2025.

SETTLEMENT NEGOTIATIONS

9. On August 21, 2025, the Parties participated in private mediation with experienced class action mediator, Nikki Tolt, Esq. The mediation was conducted via Zoom. The settlement negotiations were at arm’s length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached.

10. The Parties accepted a mediator’s proposal that day and agreed on general settlement terms. The Parties memorialized their agreement in a Memorandum of Understanding on October 22, 2025. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff’s claims and Defendants’ 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 Class Action and PAGA Settlement Agreement (the “Settlement” or “Settlement Agreement”).

11. Class Counsel submitted the proposed Settlement to the LWDA before filing the Motion for Preliminary Approval.

12. Wilshire Law Firm, PLC requested several bids from experienced class action settlement administrators to handle the responsibilities of the Settlement Administrator under this Settlement. The Parties accepted the bid of Apex Class Action Administration (“Apex”). Apex has multiple years of experience in the field of Class Action Administration, particularly in the

1 wage and hour arena. In its bid, Apex agreed to cap its costs at \$7,490.00 for 263 class members.
2 Apex's bid accounts for Notice in English and Spanish. A true and correct copy of the bid is
3 attached hereto as **Exhibit 2**.

4 13. Plaintiff does not have any interest, financial or otherwise, in the proposed third-
5 party administrator, Apex.

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

9 15. Wilshire Law Firm, PLC has no fee-splitting agreement with any other counsel in
10 this case.

11 THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

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

18 17. Based on an analysis of the facts and legal contentions in this case, documents and
19 information from Defendants, Wilshire Law Firm, PLC evaluated Defendants' maximum
20 exposure. We took into account the risk of not having the claims certified and the risk of not
21 prevailing at trial, even if the claims are certified. After using the data Defendants provided,
22 including class member timekeeping and payroll records, as well as class member demographics
23 (i.e., the number of class members, workweeks, and average total compensation of the class), with
24 the assistance of a statistics expert, my team created a damages model to evaluate the realistic
25 range of potential recovery for the class. The damages model is based on the following
26 benchmarks:

27 ///

28 ///

Total Class Members: 263

Terminated Class Members during 3-year statute of limitations period: 69

Total Workweeks: 9,891

PAGA Pay Periods: 1,810

PAGA Eligible Employees: 233

Avg. Hourly Rate: \$17.75

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

19. Plaintiff alleges that Defendants failed to pay for all hours worked, including minimum, straight time, and overtime wages, by requiring class members to work off-the-clock, unpaid. For purposes of calculating Defendants' liability based on a best-case scenario for Plaintiff and the Class, we estimate that Defendants' maximum potential exposure by assuming that all unpaid work time should have been paid at the overtime rate, not minimum or straight time wages and we assumed that Defendants is liable for 2 hours of unpaid worktime per workweek. This results in an estimate of \$263,347.88 (9,891 workweeks * \$17.75 hourly rate * 1.5 overtime rate * 1 hours of unpaid work per workweek), but we discounted this figure by 80% to account for the difficulty of prevailing on a motion for class certification and a trial on the merits because liability depends on whether Defendants knew or should have known that class members were working off-the-clock, yielding a realistic damage estimate of \$52,669.58.¹

20. With respect to the meal period claim, Plaintiff alleges that Defendants required them and similarly situated class members to either work in lieu of taking meal periods, or their

¹ An 80% discount for risk at certification and trial is reasonable because the Judicial Council of California found that only 21.4% of all class actions were certified either as part of a settlement *or* as part of a contested certification motion. See Findings of the Study of California Class Action Litigation, 2000-2006, available at <http://www.courts.ca.gov/documents/class-action-lit-study.pdf>.

1 meal periods were untimely or interrupted. Our expert analyzed Defendants' timekeeping records
2 and opined that approximately 44.9% of all meal breaks had violations of short, missed, or no meal
3 periods (accounting for waivable shifts and meal period premiums paid). Potential liability for the
4 meal period claim is \$449,324.14 (9,891 workweeks * 5.7 average shifts per workweek * \$17.75
5 * 44.9%). We discounted this figure by 80% to account for the difficulty of certifying and proving
6 meal period claims, as well as Defendants' contention that the claim lacks merit, particularly in
7 light of its numerous meal period premium payments, yielding a realistic damage estimate of
8 \$89,864.83.

9 21. With respect to the rest period claim, Plaintiff alleges that Defendants required them
10 and similarly situated class members to work in lieu of taking rest periods, or their rest periods
11 were interrupted. Assuming a 100% violation rate for the class period based on Plaintiff's and other
12 class members' experience working for Defendants, Defendants' potential liability for the rest
13 period claim is \$100,072.19 (9,891 workweeks * 5.7 average shifts per workweek * \$17.75 *
14 100%); however, we discounted this figure by 80% to account for the difficulty of certifying and
15 proving rest period claims, particularly because rest periods do not have to be recorded, and to
16 account for the possibility of class members voluntarily choosing to forego a rest period, yielding
17 a realistic damage estimate of \$20,014.44.

18 22. Plaintiff also alleges that Defendants failed to reimburse necessary business
19 expenses. Defendants' employees (including Plaintiff) were frequently required to use their
20 personal cell phones to communicate with their supervisors and managers about work-related
21 duties for which they were not reimbursed. For purposes of calculating Defendants' liability based
22 on a best-case scenario for Plaintiff and the Class, we estimated that Defendants were liable to each
23 class member for \$25 per month, or \$6.25 per workweek, in unreimbursed expenses, for a total
24 amount of \$61,818.75 (\$6.25* 9,891); however, we discounted this figure by 80% to account for
25 the difficulty of certifying and proving expense reimbursement claims, particularly in light of
26 written policies and practices providing a mechanism for class member's to seek reimbursement,
27 yielding a realistic damage estimate of \$12,363.75.

23. In sum, we estimated that Plaintiff's maximum recovery for claims described above is \$874,562.96, but, after factoring in the risk and uncertainty of prevailing at certification and trial, we estimate that Plaintiff's realistic estimated recovery for the non-penalty claims is \$174,912.59.

24. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimated that Defendants' realistic potential liability is \$1,434,345.21. While Defendants' maximum potential liability for: waiting time penalties is \$209,432.25 based on approximately 69 terminated class members during the 3-year statute of limitations period ($69 * \$17.75 * 5.7 \text{ hours} * 30 \text{ days}$); inaccurate wage statements is \$169,350.00 based on approximately 233 class members who worked approximately 1,810 pay periods within the 1-year statute of limitations period ($50 * 233 + (100 * 1577)$); and PAGA violations is \$181,000.00 based on the Court assessing a \$100 penalty for initial violations for all 1,810 pay periods within the 1-year statute of limitations period, we believe that it would be unrealistic to expect the Court to award the full \$36,200.00 in penalties given Defendants' defenses, the contested nature of Plaintiff's claims, and the discretionary nature of penalties. Considering that the underlying claims are realistically estimated to be \$559,782.25, such a disproportionate award would also raise due process concerns. Weighing these factors and applying a discount of 80% to account for the risk and uncertainty of prevailing at trial and the Court's discretionary ability to lower penalties, we arrived at \$111,956.45 for statutory and civil penalties.

25. Using these estimated figures, Plaintiff predicted that the realistic maximum recovery for all claims, including penalties, would be \$286,869.04. This means that the \$175,000.00 settlement figure represents approximately 61% of the realistic maximum recovery ($\$175,000.00 / \$286,869.04 = 61\%$). Considering the risk and uncertainty of prevailing at class certification and at trial, this is an excellent result for the Class.² Indeed, because of the proposed

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

Settlement, class members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

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

27. This Settlement avoids the risks and the accompanying expenses of further litigation. Preparation for a class certification and a trial remained for the Parties as well as the prospect of appeals in the wake of a disputed class certification ruling for Plaintiff and/or adverse summary judgment ruling. Had the Court certified any claims, Defendants could not move to decertify the claims. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

28. The Net Settlement Amount available for Class Member settlement payments is estimated to be \$66,682.50, for a class of 263 persons.³ As a result, each Settlement Class Member is eligible to receive an average net benefit of approximately \$253.55.

29. The proposed Settlement of \$175,000.00, therefore, represents a substantial recovery when compared to Plaintiff's reasonably forecasted recovery. When considering the risks of litigation, the uncertainties involved in achieving class certification, the burdens of proof necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that the settlement amount of \$175,000.00 is within the "ballpark" of reasonableness, and preliminary settlement approval is appropriate.

ENHANCEMENT AWARD FOR PLAINTIFF IS REASONABLE

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

³ The Net Settlement Amount is: \$175,000.00 minus \$58,327.50 for Class Counsel's attorneys' fees, minus \$27,500.00 for Class Counsel's litigation expenses, minus \$7,490.00 in administration costs, minus \$5,000.00 for the PAGA payment, and minus \$10,000.00 for the class representative service award to named Plaintiff.

1 31. Throughout this litigation, Plaintiff, who is a former employee of Defendants, has
2 cooperated immensely with my office and has taken many actions to protect the interests of the
3 class. Plaintiff provided valuable information regarding the off-the-clock, meal period, and rest
4 period claims. Plaintiff also informed my office of developments and information relevant to this
5 action, participated in decisions concerning this action, and made himself available to answer
6 questions during the mediation. Before we filed this case, Plaintiff provided my office with
7 documents regarding the claims alleged in this action. The information and documentation
8 provided by Plaintiff was instrumental in establishing the wage and hour violations alleged in this
9 action, and the recovery provided for in the Settlement Agreement would have been impossible to
10 obtain without Plaintiff's participation. Plaintiff was also deposed on June 29, 2025.

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

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

22 34. In the final analysis, this class action would not have been possible without the aid
23 of Plaintiff, who put his own time and effort into this litigation, sacrificed the value of his own
24 individual claims, and placed himself at risk for the sake of the class members. The requested
25 enhancement award for Plaintiff for his service as the class representatives and for his general
26 releases of all individual claims is a relatively small amount of money when the time and effort
27 put into the litigation are considered and in comparison to enhancements granted in other class
28

1 actions. The requested incentive awards are therefore reasonable to compensate Plaintiff for his
2 active participation in this lawsuit.

3 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

4 35. The settlement provides for attorneys' fees and costs to Class Counsel in an amount
5 up to 1/3 of the Gross Settlement Amount, for a maximum fees award of \$58,327.50, plus
6 reasonable litigation expenses of up to \$27,500.00.

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

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

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

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

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

3 PLAINTIFF’S COUNSEL’S EXPERIENCE AND QUALIFICATIONS

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

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

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

16 43. I graduated from the University of Central Florida and the University of Southern
17 California, Gould School of Law. The National Trial Lawyers selected me as a “Top 10 Data
18 Privacy Trial Lawyer,” “Top 25 Class Action Trial Lawyers,” “Top 10 Wage and Hour Trial
19 Lawyer,” and a “Top 40 under 40” attorney. For 2020 and 2021, I was selected and served as the
20 President of the Data Privacy Trial Lawyers Association, and am an active member of CAALA,
21 CAOC’s Data Breach Committee, and AAJ’s Class Action Division. I have been selected as a
22 “Best Lawyer” by The Best Lawyers in America® and Super Lawyers selected me as a “Rising
23 Star.” Further, I have extensive experience litigating consumer class action and data privacy class
24 actions, and have litigated wage-and-hour class actions, including the following cases:

25 a. I served as lead counsel in *Suarez v. Bank of America, N.A.*, Case No. 18-
26 cv-01202-LB, a wage-and-hour federal class action which resulted in a \$1.5
27 million settlement.

28 b. I was lead counsel in *Moore v. Centrelake Medical Grp.* (2022) 83

Cal.App.5th 515, a data breach class action, where the Court of Appeal reversed the trial court’s judgment sustaining the defendant’s demurrer, in part, because the plaintiff’s loss of benefit of the bargain was deemed a sufficient injury for UCL standing. (*Id.* at pp. 527-530.)

- c. I was also lead counsel in *Mier v. CVS Health* (9th Cir. July 8, 2023) No. 22-55665, 2023 WL 4837851, a consumer class action involving false advertising claims where the Ninth Circuit reversed the denial of class certification. I have settled over 300 cases, including, but not limited to, consumer class action cases. My hourly rate is \$1,000.00, which was approved in *Suarez v. Bank of America, N.A.* (N.D. Cal. Jan. 11, 2024), No. 18-cv-01202-LB, 2024 WL 150721, *3 (“As for the lodestar cross-check, the billing rates are normal and customary for timekeepers with similar qualifications and experience in the relevant market.”)
- d. I was also lead counsel in *Peters v. Apple, Inc.*, (Los Angeles Superior Court) Case No. 18STCV21787, a consumer class action involving Apple, Inc.’s alleged misrepresentations regarding its Family Sharing service, which resulted in a \$25 million class settlement. For my work on *Peters v. Apple, Inc.*, I was awarded the Daily Journal’s California Lawyer Attorney of the Year (“Clay”) Award.
- e. I was also lead counsel in *Schumacher v. Bank of Hope*, Case No. 18STCV02066, a consumer class action which resulted in a \$13.3 million settlement.
- f. I served as an executive committee member in *Slate v. Dominion Dental Services*, Case No. 1:19-cv-01063, which resulted in a \$4.7 million settlement.
- g. I was class counsel in *In re MCG Health Data Security Litigation*, Case No. 2:22-cv-0849-RSM-DWC, which resulted in a \$8.8 million consumer class action settlement.

- h. I was class counsel in *Billie Culp, et al., v. Fitzgibbon Hospital*, Case No. 23SA-CV00020 (Cir. Ct. Saline Cty., Mo., Div. IV January 10, 2023); a data breach consolidated class action with a court-approved \$650,000.00 settlement.
- i. I was class counsel in *Mendoza v. Crystal Bay Casino, LLC*, Case No. 3:23-cv-00092-MMD-CLB (D. Nev. Filed Feb. 28, 2023); a data breach consolidated class action with a court-approved \$675,000.00 settlement.
- j. I was settlement class counsel in *In re Wright & Filippis, LLC Data Security Breach Litig.*, No. 2:22-cv-12908-SFC (E.D. Mich. Filed Nov. 30, 2022); which resulted in a court approved \$2.9 million settlement.
- k. I am co-lead class counsel in *Lowery, et al., v. Community Psychiatry Management, LLC*, Case No. 24STCV30135 (Cal. Super. Ct. L.A. Cnty Nov. 15, 2024); with a pending settlement of \$3.5 million.
- l. I am lead class counsel in *Alcazar v. Fashion Nova, Inc.*, Case No. 4:20-cv-01434-JST (N.D. Cal. filed Feb. 26, 2020); with a pending settlement of \$5.15 million.

44. 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**.

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

46. Rachel J. Vinson is a Senior Attorney at Wilshire Law Firm, PLC. Ms. Vinson earned her Bachelor of Arts from the Claremont McKenna College, followed by a Juris Doctor from Washington University School of Law. 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 has over 5 years of litigation experience, which includes the successful handling of numerous employment, wage and hour, and class and representative action matters in state and federal court through inception through case resolution. Ms. Vinson is a member of CAALA, CELA and NAWL.

1 47. Lucy Nguyen is a Settlement Class Action Attorney at Wilshire Law Firm, PLC
2 where she represents employees in complex wage-and-hour, class, and representative actions under
3 California and federal labor laws. She focuses on wage and hour violations, PAGA and class action
4 settlements, retaliation and wrongful termination claims, and advancing employee rights and fair
5 compensation. Ms. Nguyen brings five years of litigation and courtroom experience, including two
6 years dedicated to employment law and three years in family law. Before joining Wilshire Law
7 Firm, she served at Lawyers for Employee and Consumer Rights (LFEER), where she trained and
8 mentored new attorneys and managed a high-volume caseload involving wage-and-hour,
9 discrimination, and retaliation matters. Earlier in her career, she practiced family law litigation,
10 representing clients in trials, evidentiary hearings, mediations, and complex custody and support
11 disputes. Ms. Nguyen earned her Bachelor of Science in Business Marketing and Management
12 from San Francisco State University.

13 48. Conor Gomez is a fifth-year Settlement Attorney at Wilshire Law Firm, PLC and is
14 an adjunct professor at the Thomas Jefferson School of Law in San Diego, California and serves
15 as a Bar Exam Preparation mentor to various law students in San Diego, California. He is admitted
16 to practice law in the State of California and the Northern District of California. He passed the
17 California Bar Exam on his first try and was admitted to practice in May 2021. He graduated from
18 the University of California, San Diego in 2017 with a Bachelor of Arts degree in Sociology, with
19 a specific concentration in Law & Society. He then graduated from the University of California,
20 Los Angeles School of Law in 2020. During law school, he also obtained credentials in course
21 design, teaching innovation and technology, and business administration from the University of
22 California, Irvine. Mr. Gomez was awarded the Masin Family Foundation Gold Award for his
23 academic performance in law school. Despite starting his career as a transactional attorney
24 representing both for-profit and non-profit/tax-exempt organizations, Mr. Gomez has spent the last
25 four years practicing Plaintiff-side employment litigation, and he has a strong record of reaching
26 settlement for individual wage and hour and FEHA claims with results regularly landing in the six-
27 figure range. Mr. Gomez has served on the board of directors for local arts organizations and
28 regularly hosts workshops throughout southern California. He has guest lectured at the University

1 of California, Irvine on various legal topics. Finally, Mr. Gomez is a certified mediator and serves
2 on the California Lawyers for the Arts' mediation panel, where he volunteers his time to mediate
3 a wide range of cases from artistic business and ownerships disputes to landlord-tenant issues, and
4 employment disputes.

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

19 50. Arsiné Grigoryan is a former Associate Attorney at my office. She earned two
20 Bachelor of Arts degrees from the University of California, Berkeley in (1) Political Science with
21 an emphasis on international relations and (2) Media Studies. She obtained her Juris Doctor degree
22 from Southwestern Law School. She is presently admitted to practice in all state courts of
23 California (admitted in 2017) and before all federal district courts in California. The focus of her
24 practice at Wilshire Law Firm is currently on class action wage-and-hour law, including Private
25 Attorneys General Act of 2004 ("PAGA") matters. Prior to joining Wilshire Law Firm, PLC, she
26 worked at a law firm specializing in wage-and-hour class action cases. She is also handling more
27 than a dozen active class action matters currently pending and prosecuting multiple PAGA
28 collective action matters in various courts throughout the State of California.

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

3 Executed on February 10, 2026, in Los Angeles, California.

4 

5 _____
6 Thiago M. Coelho
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Exhibit 1

WILSHIRE LAW FIRM, PLC

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JOSHUA OLIVARES, individually, and on behalf of all others similarly situated, and on behalf of the State of California and other aggrieved persons,

Plaintiff,

v.

NAB GALE INC. DBA WABA GRILL #216, a California corporation; BAJWA GROUP OF COMPANIES INC., a stock corporation; NAB 2SB INC., a stock corporation; JBNK RESTAURANTS, INC., a stock corporation; WABA GRILL FRANCHISE CORP., a stock corporation; JERRY BAJWA, an individual; and DOES 3 through 10, inclusive,

Defendants.

Case No. 22STCV37427

Assigned to Hon. William F. Highberger, Dept. 10

Complaint filed: November 29, 2022

Trial date: Not Set

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Joshua Olivares (“Plaintiff”) and Defendants NAB GALE INC. DBA WABA GRILL #216, a California corporation; BAJWA GROUP OF COMPANIES INC., a stock corporation; NAB 2SB INC., a stock corporation; JBNK RESTAURANTS, INC., a stock corporation; WABA

GRILL FRANCHISE CORP., a stock corporation; JERRY BAJWA, an individual; and DOES 3 through 10, inclusive, (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

1.1 “Action” means Plaintiff’s lawsuit alleging class action wage and hour violations against Defendants captioned *Joshua Olivares v. NAB GALE INC. DBA WABA GRILL #216, a California corporation; BAJWA GROUP OF COMPANIES INC., a stock corporation; NAB 2SB INC., a stock corporation; JBNK RESTAURANTS, INC., a stock corporation; WABA GRILL FRANCHISE CORP., a stock corporation; JERRY BAJWA, an individual; and DOES 3 through 10, inclusive*, Los Angeles County Superior Court Case No. 22STCV37427.

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

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

1.4 “Aggrieved Employee” means all individuals who provided labor or services for Defendant in California during the PAGA Period for remuneration, as more fully defined in Labor Code section 2775, *et seq.*, including current and former employees (“Aggrieved Employee(s)”).

1.5 “Class” means all individuals who provided labor or services for Defendant in California during the Class Period for remuneration, as more fully defined in Labor Code section 2775, *et seq.*, including current and former employees (“Class Member(s)”).

1.6 “Class Counsel” means Thiago M. Coelho, Esq., Rachel Vinson, Esq., Alan Wilcox, Esq., and Lucy Nguyen, Esq. of Wilshire Law Firm, PLC.

1.7 “Class Counsel Fees and Payments” means an award of attorneys’ fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request approval from the Court of up to one-third (1/3) of the GSA (currently \$58,327.50 [fifty eight thousand three hundred twenty-seven dollars and fifty cents]).

1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, not to exceed \$27,500.00 and paid from the Gross Settlement Amount.

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

1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

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

1.12 “Class Period” means the period from November 29, 2018, through October 31, 2025, inclusive.

1.13 “Class Representative” means the named Plaintiff Joshua Olivares in the Action.

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

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

1.16 “Defendant” means named Defendants NAB GALE INC. DBA WABA GRILL #216, a California corporation; BAJWA GROUP OF COMPANIES INC., a stock corporation; NAB 2SB INC., a stock corporation; JBNK RESTAURANTS, INC., a stock corporation; WABA GRILL FRANCHISE CORP., a stock corporation; JERRY BAJWA, an individual; and DOES 3 through 10, inclusive.

1.17 “Defense Counsel” means Mandeep S. Rupal (SBN 279664) and Alexander W. Richter (SBN 333767) of Law Office of Mandeep S. Rupal.

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

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

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

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

1.22 “Gross Settlement Amount” or “GSA” means \$175,000.00 which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8, Escalator Clause.

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

1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

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

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

1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties payment, Enhancement, Class

Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

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

1.31 “Operative PAGA Complaint” means the operative PAGA complaint filed in the PAGA Action.

1.32 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.33 “PAGA Period” means the period is December 12, 2021, through October 31, 2025, inclusive.

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

1.35 “PAGA Notice” means Plaintiff’s LWDA-CM-923999-22 to the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.36 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$5,000.00), allocated 25% to the Aggrieved Employees (\$1,250.00) and 75% to LWDA (\$3,750.00) in settlement of PAGA claims.

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

1.38 “Plaintiff” means Joshua Olivares, the named plaintiff in the Actions.

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

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

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

1.42 “Released Parties” means Defendant and Defendant and Defendant’s officers, directors, managerial employees, and agents.

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

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

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

1.46 “Workweek” means any workweek in which a Class Member provided labor or services for Defendant in California during the Class Period for remuneration for one or more hours.

2. RECITALS.

Mr. Olivares is a former employee of Defendants who worked for Defendants as a cashier at the Waba Grill operated by Nab Gale from approximately March to January of 2022. On November 29, 2022, Plaintiff filed a putative wage-and-hour class action on behalf of himself and all hourly-paid, non-exempt employees in California against Defendant for: (1) Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Wages (Cal. Lab. Code §§1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Periods (Cal. Lab. Code § 226.7); (5) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (6) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); (7) Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802); (9) Failure to Produced Requested Employment Records (Cal. Lab. Code §§ 226 and 1198.5); and (9) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*) (“UCL”), and (10) civil penalties under PAGA.

Mr. Olivares subsequently amended his complaint on October 11, 2023 to include an additional cause of action for civil penalties under the Private Attorneys General Act (Cal. Lab. Code §§2698, *et seq.*) (“PAGA”). Finally, on November 26, 2024, Plaintiff executed a DOE amendment to his complaint to add the Bajwa Group and Jerry Bajwa as defendants.

2.1 This matter is assigned for all purposes to Judge William F. Highberger, Department 10 of the Los Angeles Superior Court. A trial date has not been set.

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

2.3 The Parties have engaged in both formal written discovery and informal discovery in advance of this mediation. Additionally, Plaintiff Olivares was deposed on June 29, 2025. Defendants have provided personnel files and timesheets for Plaintiff and other Nab Gale employees during the putative class period.

2.4 In advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the Actions. Prior to mediation, Plaintiff obtained and analyzed a representative sampling of time and payroll data for Class Members and the necessary policy documents through informal discovery to properly evaluate the strengths and weakness of the claims and engage in meaningful settlement discussions. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

2.5 On August 21, 2025, the Parties participated in an all-day mediation presided over by mediator Ms. Nikki Tolt, Esq. via Zoom. The Parties accepted a mediator’s proposal that day and agreed on general settlement terms. The Parties memorialized their agreement in a Memorandum of Understanding on October 22, 2025.

2.6 The Parties, Class Counsel and Defense 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.

1 3. **MONETARY TERMS.**

2 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
3 Defendant will pay \$175,000.00 to fully settle, resolve, and extinguish all claims asserted in the
4 Actions, including without limitation all claims asserted in the PAGA Notice. The Gross
5 Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the
6 wage portions of the Individual Class Payments, which Defendant will pay separately.

7 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
8 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
9 in the Final Approval:

10 3.2.1 To Plaintiff: A payment for the Enhancement Award to Plaintiff of not more than
11 \$10,000.00 in addition to any Individual Class Payment and any Individual PAGA Payment the
12 Class Representative is entitled to receive as a Participating Class Member. Defendant will not
13 oppose Plaintiff's request for an Enhancement Award that does not exceed this amount. As part
14 of the motion for the Class Counsel Fees and Litigation Expenses Payments, Plaintiff will seek
15 Court approval for any Enhancement Award no later than 16 (sixteen) court days prior to the
16 Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves an
17 Enhancement Award less than the amount requested, the Administrator will retain the remainder
18 in the Net Settlement Amount to be distributed to Participating Class Members. The
19 Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff assumes full
20 responsibility and liability for employee taxes owed on the Enhancement Award.

21 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3)
22 of the GSA, which is currently estimated to be \$58,327.50 and a Class Counsel Litigation
23 Expenses Payment for actual costs. Defendant will not oppose requests for these payments.
24 Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees and Litigation Expenses
25 Payment no later than 16 (sixteen) court days prior to the Final Approval Hearing, or as otherwise
26 ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel
27 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the
28 remainder to the Net Settlement Amount for distribution to Participating Class Members.

Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Costs Payment for actual costs, not to exceed \$7,490.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less or the Court approves payment of less than requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

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

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to the Settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$5,000.00 to be paid from the Gross Settlement Amount, with 75% (\$3,750.00) allocated to the LWDA PAGA Payment and 25% (\$1,250.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$1,250.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, Defendant represents there are 263 Class Members who collectively worked a total of 9,891 workweeks during the Class Period. Similarly, Defendant represents there are 233 Aggrieved Employees who collectively worked a total of 1,810 pay periods during the PAGA Period.

4.2 Class Data. Not later than seven (7) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the

1 Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,
2 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class
3 Data. Additionally, on or before the date on which Plaintiff files the initial motion for approval
4 of this Settlement, Defendant's counsel shall confirm in writing to Plaintiff's counsel that the
5 Data will be in their possession by no later than 7 calendar days after that filing date, to ensure
6 that there will be no delays in providing the Data to the Administrator.

7 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
8 Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting
9 the funds to the Administrator no later than fourteen (14) days of the Effective Date.

10 4.4 Payments from the Gross Settlement Amount. Within seven (7) days after Defendant
11 fully funds the GSA, the Administrator will mail checks for all Individual Class Payments, all
12 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the
13 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
14 Enhancement Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel
15 Litigation Expenses Payment, and the Enhancement Award shall not precede disbursement of
16 Individual Class Payments and Individual PAGA Payments.

17 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
18 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
19 face of each check shall prominently state the date (180 days after the date of mailing) when the
20 check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the
21 Void Date. The Administrator will send checks for Individual Settlement Payments to all
22 Participating Class Members (including those for whom the Class Notice was returned
23 undelivered). The Administrator will send checks for Individual PAGA Payments to all
24 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
25 Employees (including those for whom Class Notice was returned undelivered). The Administrator
26 may send Participating Class Members a single check combining the Individual Class Payment
27 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator
28 must update the recipients' mailing addresses using the National Change of Address Database.

1 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
2 Members whose checks are returned undelivered without USPS forwarding address. Within seven
3 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
4 forwarding address provided or to an address ascertained through the Class Member Address
5 Search. The Administrator need not take further steps to deliver checks to Class Members whose
6 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
7 replacement check to any Class Member whose original check was lost or misplaced, requested
8 by the Class Member prior to the void date.

9 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
10 Payment check is uncashed and canceled after the void date, the Administrator shall transmit the
11 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
12 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
13 California Code of Civil Procedure Section 384, subd. (b).

14 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
15 not obligate Defendant to confer any additional benefits or make any additional payments to Class
16 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

17 5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross
18 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual
19 Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all
20 Released Parties as follows:

21 5.1 **Plaintiff's Release.** Plaintiff discharges Released Parties from all claims,
22 transactions, or occurrences, that occurred during the Class Period, including all claims that were,
23 or reasonably could have been, alleged, based on the facts contained in the Actions; and claims
24 under the Fair Employment and Housing Act, Americans with Disabilities Act, Title VII of the
25 Civil Rights Act of 1964, the California Labor Code, and all equivalent claims under federal law
26 ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this
27 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits,
28 social security benefits, workers' compensation benefits that arose at any time, or based on

occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

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

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

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

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

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval Order to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

1 7.1 Selection of Administrator. The Parties have jointly selected Apex to serve as the
2 Administrator and verified that, as a condition of appointment, the Administrator agrees to be
3 bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in
4 exchange for payment of Administration Costs. The Parties and their Counsel represent that they
5 have no interest or relationship, financial or otherwise, with the Administrator other than a
6 professional relationship arising out of prior experiences administering settlements.

7 7.2 Employer Identification Number. The Administrator shall have and use its own
8 Employer Identification Number for purposes of calculating payroll tax withholdings and
9 providing reports to state and federal tax authorities.

10 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
11 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
12 section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into
13 the QSF prior to distribution by the Administrator will become part of the NSA for distribution
14 to Participating Class Members.

15 7.4 Notice to Class Members.

16 7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator
17 shall notify Class Counsel that the list has been received and state the number of Class Members,
18 Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

19 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days
20 after receiving the Class Data, the Administrator will send to all Class Members identified in the
21 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with
22 Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first
23 page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class
24 Payment and/or Individual PAGA Payment payable to the Class Member, and the number of
25 Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class
26 Notices, the Administrator shall update Class Member addresses using the National Change of
27 Address database.
28

1 7.4.3 Not later than five (5) calendar days after the Administrator's receipt of any Class
2 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
3 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
4 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
5 Notice to the most current address obtained. The Administrator has no obligation to make further
6 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
7 USPS a second time.

8 7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks
9 and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond
10 the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-
11 mailed. The Administrator will inform the Class Member of the extended deadline with the re-
12 mailed Class Notice.

13 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
14 discovers any persons who believe they should have been included in the Class Data and should
15 have received Class Notice, the Parties will expeditiously meet and confer in person or by
16 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
17 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
18 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
19 requiring them to exercise options under this Agreement not later than 14 days after receipt of
20 Class Notice, or the deadline dates in the Class Notice, whichever are later.

21 7.5 Requests for Exclusion (Opt-Outs).

22 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
23 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
24 later than 60 days after the Administrator mails the Class Notice (plus an additional 14) days for
25 Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class
26 Member or his/her representative that reasonably communicates the Class Member's election to
27 be excluded from the Settlement and includes the Class Member's name, address and email
28

address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

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

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the Released PAGA Claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 (sixty) days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting

documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

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

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

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

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish, maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice; Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Enhancement Award; the Final Approval Order; and the Judgment. The

Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

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

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

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

7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total

1 number of Requests for Exclusion from Settlement it received (both valid or invalid), the number
2 of written objections and attach the Exclusion List. The Administrator will supplement its
3 declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
4 for filing the Administrator's declaration(s) in Court.

5 7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator
6 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
7 and Defense Counsel with a final report detailing its disbursements by employee identification
8 number only of all payments made under this Agreement. At least 15 days before any deadline
9 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
10 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all
11 payments required under this Agreement. Class Counsel is responsible for filing the
12 Administrator's declaration in Court.

13 8. **ESCALATOR CLAUSE**. The GSA was calculated based on Defendant's above estimated
14 number of Class Members, Workweeks, Aggrieved Employees, and PAGA Pay Periods. If,
15 during the course of this Settlement process, the total number of Workweeks increases by more
16 than 5% (i.e. more than 495 Workweeks), then the GSA will be increased by an amount
17 proportional to the increase in Workweeks worked in excess of the number of estimate
18 Workweeks stated above. For example, if the final number of total Workweeks is 6% more than
19 the estimated number of Workweeks stated above, then the GSA will increase by 6%. This is a
20 material representation for Plaintiff to enter into this Settlement.

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

1 9.1 Response to Objections. Each Party retains the right to respond to any objection raised
2 by a Participating Class Member, including the right to file responsive documents in Court no
3 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
4 accepted by the Court.

5 9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
6 Approval on any material change to the Settlement (including, but not limited to, the scope of
7 release to be granted by Class Members), the Parties will expeditiously work together in good
8 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
9 Approval. The Court's decision to award less than the amounts requested for the Enhancement
10 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or
11 Administrator Costs Payment shall not constitute a material modification to the Agreement within
12 the meaning of this paragraph.

13 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
14 Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes
15 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
16 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

17 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
18 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
19 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
20 counsel, and all Participating Class Members who did not object to the Settlement as provided in
21 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
22 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
23 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
24 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
25 obligations to perform under this Agreement will be suspended until such time as the appeal is
26 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
27 of the Net Settlement Amount.
28

1 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
2 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
3 modification of this Agreement (including, but not limited to, the scope of release to be granted
4 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
5 expeditiously work together in good faith to address the appellate court's concerns and to obtain
6 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
7 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
8 Court's award of the Enhancement Award or any payments to Class Counsel shall not constitute
9 a material modification of the Judgment within the meaning of this paragraph, as long as the Gross
10 Settlement Amount remains unchanged.

11 10. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
12 Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended
13 judgment.

14 11. **ADDITIONAL PROVISIONS.**

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

1 11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
2 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
3 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
4 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
5 or indirectly, specifically or generally, to any person, corporation, association, government
6 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
7 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
8 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
9 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
10 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,
11 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense
12 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
13 communication, before the filing of the Motion for Preliminary Approval, with any third party
14 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
15 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
16 communications with Class Members in accordance with Class Counsel's ethical obligations
17 owed to Class Members.

18 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and
19 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
20 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
21 to communicate with Class Members in accordance with Defense Counsel's and Class Counsel's
22 ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

23 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
24 together with its attached exhibits shall constitute the entire agreement between the Parties
25 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
26 inducements made to or by any Party.

27 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
28 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate

1 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
2 its terms, and to execute any other documents reasonably required to effectuate the terms of this
3 Agreement including any amendments to this Agreement.

4 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
5 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
6 Settlement Agreement, submitting supplemental evidence and supplementing points and
7 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
8 or content of any document necessary to implement the Settlement, or on any modification of the
9 Agreement that may become necessary to implement the Settlement, the Parties will seek the
10 assistance of a mediator and/or the Court for resolution.

11 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not
12 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
13 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
14 action, or right released and discharged by the Party in this Settlement.

15 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
16 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
17 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
18 Part 10, as amended) or otherwise.

19 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
20 modified, changed, or waived only by an express written instrument signed by all Parties or their
21 representatives, and approved by the Court.

22 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
23 to the benefit of, the successors of each of the Parties.

24 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
25 governed by and interpreted according to the internal laws of the state of California, without
26 regard to conflict of law principles.

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

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

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

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

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

To Plaintiff:

WILSHIRE LAW FIRM, PLC
 Thiago M. Coelho, Esq. (SBN 324715)
 thiago.coelho@wilshirelawfirm.com
 Rachel Vinson, Esq. (SBN 331434)
 rachel.vinson@wilshirelawfirm.com
 Alan Wilcox, Esq. (SBN 287476)
 alanwilcox@wilshirelawfirm.com
 Lucy Nguyen, Esq. (SBN 338783)
 lucy.nguyen@wilshirelawfirm.com
 660 S. Figueroa St., Sky Lobby
 Los Angeles, California 90017
 Telephone: (213) 381-9988
 Facsimile: (213) 381-9989

To Defendant:

LAW OFFICE OF MANDEEP S. RUPAL

Mandeep S. Rupal
 mrupal@rupallaw.com
 Alexander W. Richter
 alex@rupallaw.com
 4740 Green River Rd., Ste. 209
 Corona, CA 92878
 T: (951) 460-0830
 F: (951) 963-9920

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

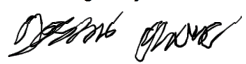
11.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring a case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

11.19 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Los Angeles County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

IT IS SO AGREED.

Plaintiff:

Dated: 12/2/2025

DocuSigned by:

 F3DDB2B510FC4A8...

JOSHUA OLIVARES

1 Dated: 12 / 01 / 2025


NAB GALE INC. DBA WABA GRILL #216

By (name and title): president

2
3
4 Dated: 12 / 01 / 2025


BAJWA GROUP OF COMPANIES INC.

By (name and title): president

5
6
7
8 Dated: 12 / 01 / 2025


NAB 2SB INC.

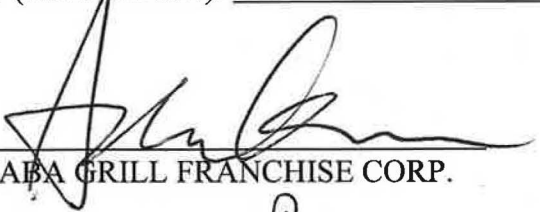
By (name and title): president

9
10
11
12 Dated: 12 / 01 / 2025


JBNK RESTAURANTS, INC.

By (name and title): president

13
14
15
16 Dated: 12/21/25


WABA GRILL FRANCHISE CORP.

By (name and title): President

17
18
19
20
21 Dated: 12 / 01 / 2025

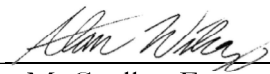

JERRY BAJWA

22
23
24
25
26
27
28 Approved by counsel:

1
2 Approved by counsel:

3 Dated: 12/02/2025

4 WILSHIRE LAW FIRM, PLC

5
6 BY: 

7 Thiago M. Coelho, Esq.

8 Rachel Vinson, Esq.

9 Alan Wilcox, Esq.

10 Lucy Nguyen, Esq.

11 Counsel for Plaintiff Joshua Olivares

12
13 Dated: _____

14 LAW OFFICE OF MANDEEP S. RUPAL

15 BY: _____

16 Mandeep S. Rupal

17 Alexander W. Richter

18 Counsel for Defendants,

19 Nab Gale Inc., dba Waba Grill #216,

20 Bajwa Group of Companies Inc.,

21 JBNK Restaurants, Inc.,

22 Waba Grill Franchise Corp., and

23 Jerry Bajwa

1 Dated:

WILSHIRE LAW FIRM, PLC

3 BY: _____

4 Thiago M. Coelho, Esq.

5 Rachel Vinson, Esq.

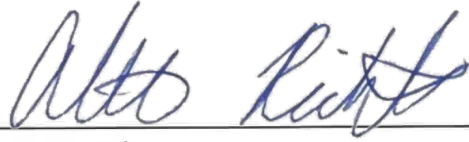
6 Alan Wilcox, Esq.

7 Lucy Nguyen, Esq.

Counsel for Plaintiff Joshua Olivares

8 Dated: 12/2/2025

LAW OFFICE OF MANDEEP S. RUPAL

10 BY:  _____

11 Mandeep S. Rupal

12 Alexander W. Richter

13 Counsel for Defendants,

14 Nab Gale Inc., dba Waba Grill #216,

15 Bajwa Group of Companies Inc.,

16 JBNK Restaurants, Inc.,

17 Waba Grill Franchise Corp., and

18 Jerry Bajwa

Exhibit A

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

JOSHUA OLIVARES v. NAB GALE INC.
Los Angeles County Superior Court, Case No. 22STCV37427

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

You may be eligible to receive money from employee class and representative action lawsuits (“Actions”) against *Nab Gale Inc. Db a Waba Grill #216; Bajwa Group Of Companies Inc., Nab 2sb Inc., Jbnk Restaurants, Inc., Waba Grill Franchise Corp, Jerry Baj*, (“Defendant”) for alleged wage and hour violations. The Actions were filed by former employee, *Joshua Olivares* and seeks (1) payment of unpaid wages and other relief for a class of non-exempt or hourly-paid employees (“Class Members”) who worked for Defendant during the Class Period (November 29, 2018, through October 31, 2025); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Class Members who worked for Defendant during the PAGA Period (December 12, 2021, through October 31, 2025) (“Aggrieved Employees”).

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

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

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

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

QUESTIONS? CALL [REDACTED] TOLL FREE

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

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you worked for Defendant, at some point(s) between November 29, 2018, through October 31, 2025, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys' General Act ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant during the "PAGA Period," which is December 12, 2021, through October 31, 2025.

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

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

The Court in charge of the Action is the Los Angeles County Superior Court. The case is titled *Joshua Olivares v. Nab Gale Inc.* Case No. 22STCV37427. The person who sued, Joshua Olivares, is the Plaintiff, and the company sued, Nab Gale Inc., is the Defendant.

QUESTIONS? CALL XXXXXXXX TOLL FREE

2. WHAT IS THE LAWSUIT ABOUT?

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

3. WHY IS THIS A CLASS ACTION?

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

4. WHY IS THERE A SETTLEMENT?

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

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: all current and former hourly, non-exempt employees who provided labor or services for Defendant, either directly or through any predecessor, successor, assign, subsidiary, staffing agency, or professional employer organization, in State of California at any time from November 29, 2018, through October 31, 2025.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

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

QUESTIONS? CALL XXXXXXXX TOLL FREE

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount (“GSA”) of \$175,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of one-third of the GSA or \$58,327.50 and reimbursement for reasonable costs; Enhancement Award of \$10,000.00 to the Plaintiff (for Plaintiff’s work and efforts prosecuting this case); a PAGA Penalties payment of \$5,000.00 to resolve the PAGA claims; and Settlement Administration Costs, not to exceed \$7,490.00. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately \$94,182.50. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$5,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$3,750.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$1,250.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

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

Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendant’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (November 29, 2018, through October 31, 2025). Eighty percent (80%) of each Class Member’s Individual Class Payment will be treated as payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant from December 12, 2021, through October 31, 2025 (“PAGA Period”), you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees’ Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

QUESTIONS? CALL XXXXXXXX TOLL FREE

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

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

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

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on [REDACTED], to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 30 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Controller's Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State's website at: https://www.sco.ca.gov/search_upd.html

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

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

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendant and Defendant's officers, directors, managerial employees, and agents. ("Released Parties"). The releases become effective once the GSA is fully funded by Defendant.

Released Class Claims: The "Released Class Claims" shall include the claims waived, released, and discharged by Class Members (other than those who submit timely and valid requests for exclusion) as to

the Released Parties, all claims arising during the Class Period which were asserted against Defendant in the operative complaint filed in the Action or which reasonably could have been asserted against Defendant based on the factual allegations stated the operative complaint filed in the Action.

Released PAGA Claims: If you are an Aggrieved Employee (i.e. if you worked for Defendant during the PAGA Period), you will also release all claims for civil penalties under PAGA arising during the PAGA Period (a) which were asserted against Defendant in Plaintiff's LWDA notice letter(s) preceding the Action and/or the operative complaint filed in the Action or (b) which reasonably could have been asserted against Defendant based on the factual allegations stated in Plaintiff's LWDA notice letter preceding the Action and/or the operative complaint filed in the Action.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

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

APEX Class Action LLC
XXXXXXXX
Irvine, CA 92618
XXXXXXXX
Email: XXX@apexclassaction.com

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (December 12, 2021, through October 31, 2025). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

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

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

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

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

QUESTIONS? CALL **XXXXXXXX** TOLL FREE

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

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

WILSHIRE LAW FIRM, PLC

Thiago M. Coelho, Esq.
thiago.coelho@wilshirelawfirm.com
Rachel Vinson, Esq.
rachel.vinson@wilshirelawfirm.com
Alan Wilcox, Esq.
alanwilcox@wilshirelawfirm.com
Lucy Nguyen, Esq.
lucy.nguyen@wilshirelawfirm.com
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve \$58,327.50 (or 1/3 of the GSA) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to \$27,500.00 in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve a payment to Plaintiff Joshua Olivares, in the amount of \$10,000.00 in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiff has spent in service to the Class as the Class Representative. The Court may award a Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

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

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

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

APEX Class Action LLC
XXXX

QUESTIONS? CALL XXXXXXXX TOLL FREE

XXXX
XXXXXX

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

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

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

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

THE COURT'S FAIRNESS HEARING

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

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

The Court will hold a Final Approval Hearing at _____ on _____ in Department 10 of the Los Angeles County Superior Court (Spring Street Courthouse) located at 312 North Spring Street, Los Angeles, California 90012, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

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

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

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

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, APEX Class Action LLC by calling toll free [REDACTED], or you can write to the Administrator at the following address:

APEX Class Action LLC

XXXX

XXXX

XXXXX

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

QUESTIONS? CALL [REDACTED] TOLL FREE

Exhibit 2

**Quotation Request:**

Pablo Villalobos
Wilshire Law Firm, PLC
pablo.villalobos@wilshirelawfirm.com
800.522.7274

Case Name:

Olivares v. Nab Gale, Inc. dba Waba Grill

Date:

Monday, November 17, 2025

RFP Number:

22865140

Prepared By:

Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications	
Estimated Class Size:	263
Certified Language Translation:	Yes
Static Settlement Website	Yes
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$425.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	263	\$394.50
USPS First Class Postage	Per Piece	\$0.78	263	\$205.14
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.25	53	\$118.35
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	2	\$150.00
NCOA Address Update (USPS)	Static Rate	\$63.19	1	\$63.19
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
Sub Total:				\$2,326.18

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$620.00



APEX

CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$65.00	1	\$65.00
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$565.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	263	\$394.50
USPS First Class Postage	Per Piece	\$0.78	263	\$205.14
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.25	26	\$59.18
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	5	\$500.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,000.00	1	\$1,000.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$400.00	1	\$400.00
			Sub Total:	\$3,078.82

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	1	\$135.00
Project Management Reconciliation	Per Hour	\$100.00	1	\$100.00
Declarations	Per Hour	\$120.00	2	\$240.00
			Sub Total:	\$475.00

			WILL NOT EXCEED:	\$7,490.00
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Thank you for your business!



Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.**

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

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

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

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

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

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

Exhibit 3



ELM Solutions

2022 Real Rate Report[®]

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

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Report Use Considerations

2022 Real Rate Report

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

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

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

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

Some key factors¹ that drive rates²:

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

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

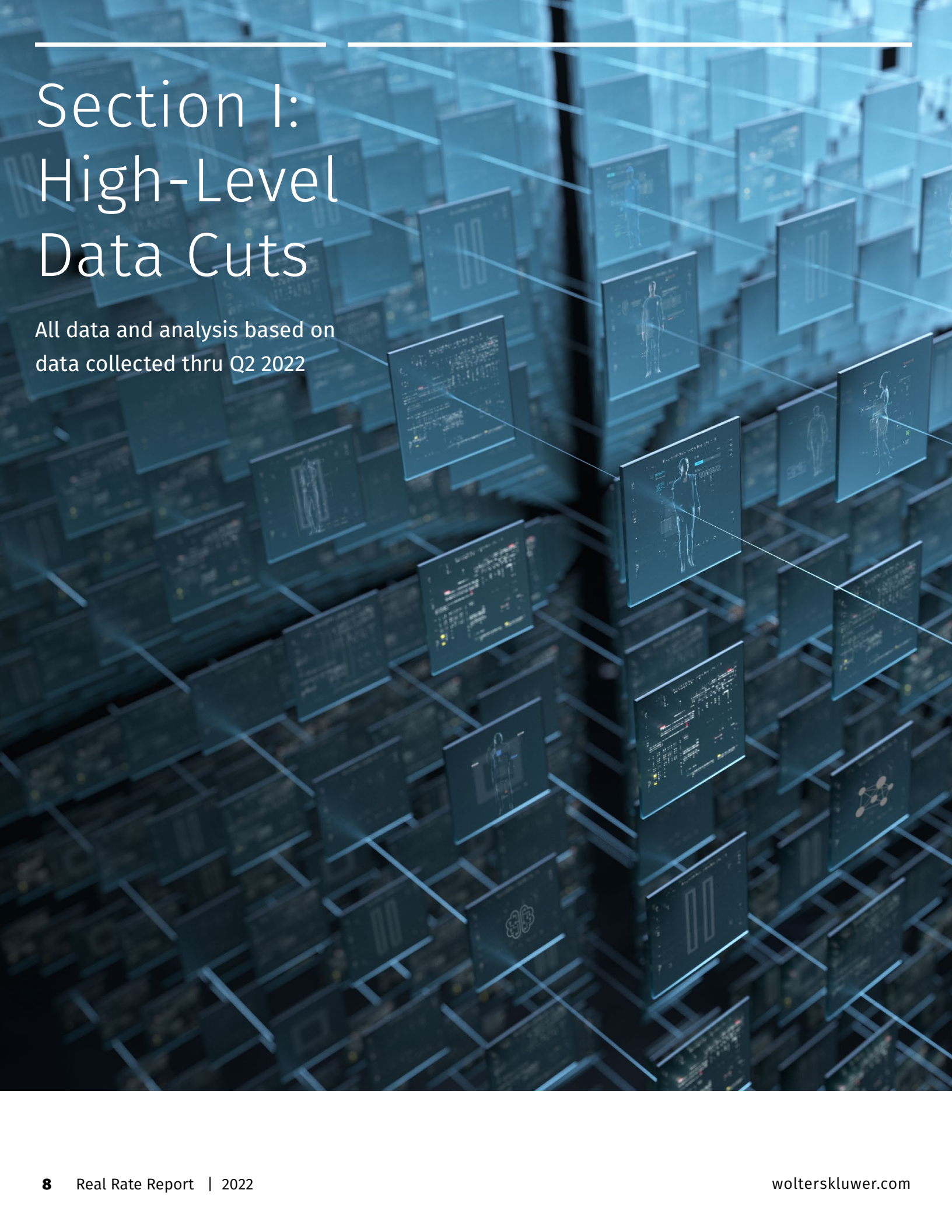
Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural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

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

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

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

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



Section I: High-Level Data Cuts

All data and analysis based on
data collected thru Q2 2022

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Associate

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Partner

Trend Analysis - Mean

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



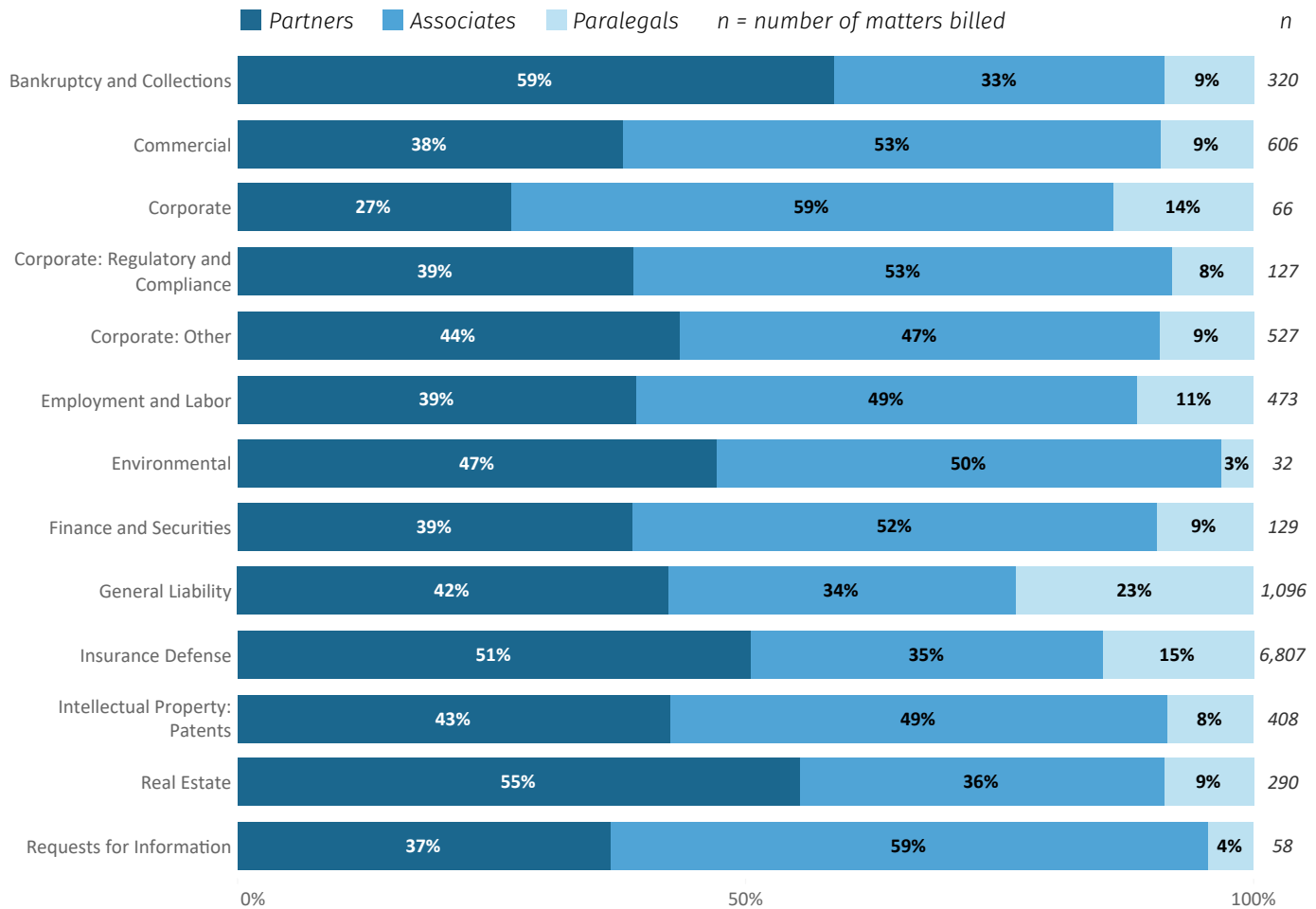
Section VI: Matter Staffing Analysis

All data and analysis based on
data collected thru Q2 2022

Section VI: Matter Staffing Analysis

Long Litigation Matters, More Than 100 Total Hours Billed

2019 to 2022 -- Percentage of Hours Billed per Matter



Section VII: Data Methodology

All data and analysis based on
data collected thru Q2 2022

Appendix: Data Methodology

Invoice Information

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

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

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

Non-Invoice Information

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

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

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

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

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

Appendix: Data Methodology

A Note on US Cities

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

Appendix: Data Methodology

Bankruptcy and Collections

Chapter 11
Collections

General/Other
Workouts and Restructuring

Commercial (Commercial Transactions and Agreements)

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

Corporate¹

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

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

Employment and Labor

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

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

Environmental

General/Other
Health and Safety

Superfund
Waste/Remediation

Finance and Securities

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

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

General Liability

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

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

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

Exhibit 4

Free Newsletter Sign Up

Business & Practice

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

By Roy Strom

Column

June 9, 2022, 2:30 AM

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

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

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

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

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

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

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

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

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

Charge It Up

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

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

Source: Court documents

Bloomberg Law

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Worth Your Time

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

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

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



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

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Documents

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