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7
8 Attorneys for Plaintiff Chantha Svay,
individually, and on behalf of all others
9 similarly situated

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF MADERA**

12 CHANTHA SVAY, individually, and on behalf
13 of all others similarly situated,

14 *Plaintiff,*

15 v.

16 CERTAINTEED, LLC, a limited liability
corporation; and DOES 1 through 10, inclusive,

17 *Defendants.*

Case No.: MCV093066

**CLASS AND REPRESENTATIVE
ACTION**

[Assigned for all purposes to: Hon. Michael J.
Jurkovich, Dept. 44]

**DECLARATION OF BENJAMIN H.
HABER IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

[Filed concurrently with: Plaintiff's Notice of
Motion and Motion for Preliminary Approval
of Class Action Settlement, Memorandum of
Points and Authorities; Declaration of John G.
Yslas; and [Proposed] Order Granting
Motion]

PRELIMINARY APPROVAL HEARING

Date: January 16, 2025

Time: 8:30 a.m.

Dept: 44

Complaint filed: September 30, 2024

Trial date: Not set

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I, Benjamin H. Haber, declare as follows:

1. I am admitted, in good standing, to practice as an attorney 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. I am an Attorney at Wilshire Law Firm, PLC, counsel of record for Plaintiff Chantha Svay (“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. This Declaration is submitted in support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

CASE BACKGROUND

2. This is a wage and hour class and Private Attorneys General Act (“PAGA”) (Cal. Lab. Code §§ 2699, *et seq.*) representative action. Plaintiff and putative Class Members worked in California as hourly-paid or non-exempt employees for Defendant CertainTeed, LLC (“Defendant” and collectively with Plaintiff, the “Parties”) during the Class Period. Defendant advertises itself as the world’s “leading brand of exterior and interior building products.” It employs non-exempt employees in three California locations. .

3. Plaintiff alleges that Defendant's payroll, timekeeping, and wage and hour practices resulted in Labor Code violations. Plaintiff alleges that Defendant failed to pay for all hours worked. Plaintiff further alleges that Defendant failed to provide employees with legally compliant meal and rest periods, and Defendant failed to reimburse business expenses. Based on these allegations, Plaintiff asserts related claims for failure to provide accurate wage statements, failure to pay all final wages at termination, unfair business practices, and civil penalties under PAGA. Defendant denies all claims, and further maintains that Plaintiff's claims are not appropriate for class certification.

4. On January 31, 2023, former Plaintiff Francisco Trejo-Ramirez filed a putative wage-and-hour class action complaint in this Court against Defendant for: (1) failure to pay minimum and straight time wages (Labor Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Labor Code §§ 1194 and 1198); (3) failure to provide meal periods (Labor

Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (Labor Code §§ 226.7 and 512); (5) failure to timely pay final wages at termination (Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements (Labor Code § 226); and (7) unfair business practices (Business and Professions Code 17200 et seq.). *See* Madera County Superior Court Case No. MCV088583. On February 13, 2023, Trejo-Ramirez sent a notice to Defendant and the California Labor & Workforce Development Agency (“LWDA”) alleging similar wage and hour violations pursuant to the PAGA. On April 27, 2023, Trejo-Ramirez filed a separate Complaint against Defendant in this Court for civil penalties under PAGA. Madera County Superior Court Case No. MCV089326.

5. On May 15, 2023, the putative class action was removed to the United States District Court, where it is currently pending in the Eastern District of California. On December 14, 2023, Plaintiff Chantha Svay was substituted in as class representative via Plaintiff’s First Amended Class Action Complaint.

DISCOVERY AND INVESTIGATION

6. The Parties have undertaken significant investigation of the facts and law during the pendency of this Action. Following the filing of the Complaint, the Parties exchanged documents and information before mediating this action. Defendant produced a complete set of time and pay records for putative class members. Defendant also provided documents of its wage and hour policies and practices during the class period, and information regarding the total number of current and former employees in its informal discovery responses.

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

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SETTLEMENT NEGOTIATIONS

8. On April 15, 2024, the parties participated in a full-day private mediation with experienced class action mediator Lisa Klerman, 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. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses, the Parties reached an agreement following a mediator's proposal and further settlement discussions.

9. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses, the Parties were able to reach a resolution by accepting a mediator's proposal, the material terms of which are encompassed within the Settlement Agreement. Attached as Exhibit 1 is a true and correct copy of the Joint Stipulation Re: Class Action Settlement ("Settlement Agreement").

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

11. I requested several bids from experienced class action settlement administrators to handle the responsibilities of the Settlement Administrator under this Settlement. The Parties accepted the bid of CPT Group, Inc. ("CPT"). CPT has multiple years of experience in the field of Class Action Administration, particularly in the wage-and-hour arena. In its bid, CPT agreed to cap its costs at \$12,250.00 if there are 700 class members. CPT's bid also accounts for Notice in English and Spanish. A true and correct copy of the bid is attached hereto as Exhibit 2.

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

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

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

1 this case.

2 15. Class Counsel is not aware of any other pending matter or action asserting claims
3 that will be extinguished or affected by the Settlement.

4 THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

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

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

19 Total Class Members: 623

20 Terminated Class Members during 3-year statute: 235

21 Total Workweeks: 69,925

22 PAGA Pay Periods: 19,181

23 PAGA Eligible Employees: 422

24 Avg. Hourly Rate: \$28.57

25 18. Based on Plaintiff's discovery and investigation, Class Counsel reached their
26 opinion that Defendant failed to pay class members for all hours worked, including overtime
27 wages, Defendant had a policy and practice of not providing its employees with California
28 compliant meal and rest periods which it did not pay appropriate premiums for, and Defendant

1 required its employees to work “off-the-clock” prior to clocking in for the workday, during meal
2 periods, and after clocking out for the workday, time which it did not pay for, and Defendant failed
3 to reimburse its employees for business-related expenses. Defendant denies these claims,
4 including based on Defendant’s arguments that: (1) CertainTeed’s policy requires employees to
5 record all time worked; (2) there is no need for employees to work off-the-clock; (3) practices at
6 each facility ensure that employees are paid for all time worked; (4) employees are covered by
7 collective bargaining agreements, and thus are exempt from overtime pursuant to Labor Code
8 Section 514; (5) CertainTeed correctly calculates the regular rate of pay; (6) employees complete
9 meal and rest period attestations; (7) CertainTeed pays meal and rest period premiums; (8)
10 CertainTeed’s policy and practice is to provide all non-exempt employees the opportunity to take
11 compliant meal and rest periods; (9) CertainTeed issued facially compliant and accurate wage
12 statements.

13 19. Plaintiff further alleges that Defendant failed to pay for all hours worked, including
14 minimum wages, straight time wages, and overtime wages, by requiring class members to work
15 off-the-clock, unpaid. Defendant strongly disputed those allegations, including for reasons listed
16 in Paragraph 18. For purposes of calculating Defendant’s liability based on a best-case scenario
17 for Plaintiff and the Class, I estimate that Defendant’s maximum potential exposure by assuming
18 that all unpaid work time should have been paid at the overtime rate and I assumed that Defendant
19 is liable for 1 hour of unpaid worktime per week. This results in an estimate of \$2,996,635.88
20 (69,925 weeks * \$28.57 hourly rate * 1.5 overtime rate * 1 hour of unpaid work per week), but I
21 discounted this figure by 80% to account for the difficulty of prevailing on a motion for class
22 certification and a trial on the merits because liability depends on whether Defendant knew or
23 should have known that class members were working off-the-clock, yielding a realistic damage
24 estimate of \$599,327.18.¹

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

1 20. With respect to the meal period claim, Plaintiff alleges that Defendant required him
2 and similarly situated class members to either work in lieu of taking meal periods, or their meal
3 periods were untimely or interrupted. Defendant strongly disputed those allegations, including for
4 reasons listed in Paragraph 18. My expert analyzed Defendant's timekeeping records and opined
5 that approximately 50% of all meal breaks had violations of short, missed, or no meal periods.
6 Potential liability for the meal period claim is \$4,295,178.09 (69,925 Workweeks * \$28.57 * 50%
7 * 4.3 average shifts per week). However, the data showed that Defendant paid approximately
8 \$637,454.00 in meal period premium payments since 2019, so I reduced Defendant's liability by
9 this amount, yielding \$3,657,724.09. I further discounted this figure by 80% to account for the
10 difficulty of certifying and proving meal period claims, as well as Defendant's contention that the
11 claim lacks merit, particularly in light of its numerous meal period premium payments and the
12 existence of meal period waivers and collective bargaining agreements that could create adequacy
13 issues, yielding a realistic damage estimate of \$731,544.82.

14 21. With respect to the rest period claim, Plaintiff alleges that Defendant required him
15 and similarly situated class members to work in lieu of taking rest periods, or their rest periods
16 were untimely or interrupted. Defendant strongly disputed those allegations, including for reasons
17 listed in Paragraph 18. Assuming a 50% violation rate for the class period based on Plaintiff's and
18 other class members' experience working for Defendant, Defendant's potential liability for the rest
19 period claim is \$4,295,178.09 (69,925 workweeks * 50% * \$28.57 * 4.3 average shifts per week).
20 However, the data showed that Defendant paid approximately \$44,114 in meal period premium
21 payments since 2019, so I reduced Defendant's liability by this amount, yielding \$4,251,064.09. I
22 further discounted this figure by 90% to account for the difficulty of certifying and proving rest
23 period claims, particularly because rest periods do not have to be recorded, to account for the
24 possibility of class members voluntarily choosing to forego a rest period, and the existence of meal
25 period waivers and collective bargaining agreements that could create adequacy issues, yielding a
26 realistic damage estimate of \$425,106.41.

27 22. Plaintiff alleges that Defendant failed to reimburse necessary business expenses.
28 Defendant's employees (including Plaintiff) required to pay out-of-pocket for necessary

1 employment-related expenses in the form of purchasing personal protective equipment, such as
2 masks, without reimbursement from Defendant. Defendant strongly disputed those allegations,
3 including for reasons listed in Paragraph 18. For purposes of calculating Defendant's liability
4 based on a best case scenario for Plaintiff and the Class, I estimated that Defendant was liable to
5 each class member for \$20 per month, or \$5 per workweek in unreimbursed expenses, for a total
6 amount of \$349,625.00 (\$5 per workweek * 69,925 workweeks); however, I discounted this figure
7 by 80% to account for the difficulty of certifying and proving expense reimbursement claims,
8 particularly in light of written policies and practices providing a mechanism for class member's to
9 seek reimbursement, yielding a realistic damage estimate of \$69,925.00.

10 23. In sum, I estimated that Plaintiff's maximum recovery for the off-the-clock claim,
11 meal period violations, rest period violations, and failure to reimburse expenses is \$11,255,049.06,
12 but, after factoring in the risk and uncertainty of prevailing at certification and trial, I estimate that
13 Plaintiff's realistic estimated recovery for the non-penalty claims is \$1,825,903.41.

14 24. With respect to Plaintiff's derivative claims for statutory and civil penalties,
15 Plaintiff estimated that Defendant's realistic potential liability is \$166,026.00. Defendant strongly
16 disputed those allegations, including for reasons listed in Paragraph 18. While Defendant's
17 maximum potential liability for waiting time penalties is \$2,014,185.00 based on approximately
18 235 terminated class members during the 3-year statute ($235 * \$28.57 * 10 \text{ hours} * 30 \text{ days}$),
19 \$1,688,000.00 for inaccurate wage statements based on approximately 422 class members who
20 worked 19,181 pay periods within the 1-year statute ($422 * \$4,000 \text{ maximum penalty}$), and
21 \$1,918,100.00 for PAGA violations based on the Court assessing a \$100 penalty for initial
22 violations for all 19,181 pay periods within the 1-year statute, I believe that it would be unrealistic
23 to expect the Court to award the full \$5,620,285.00 in penalties given Defendant's defenses, the
24 contested nature of Plaintiff's claims, and the discretionary nature of penalties. Considering that
25 the underlying claims are realistically estimated to be \$1,825,903.40, such a disproportionate
26 award would also raise due process concerns. Weighing these factors and applying a discount of
27 80% to account for the risk and uncertainty of prevailing at trial, I arrived at \$1,124,057.00 for
28 statutory and civil penalties.

1 25. Using these estimated figures, Plaintiff predicted that the realistic maximum
2 recovery for all claims, including penalties, would be \$2,949,960.41. This means that the
3 \$1,950,000.00 settlement figure represents 66% of the realistic maximum recovery
4 (\$1,950,000.00/ \$2,949,960.40 = 66%). Considering the risk and uncertainty of prevailing at class
5 certification and at trial, this is an excellent result for the Class.² Indeed, because of the proposed
6 Settlement, class members will receive timely, guaranteed relief and will avoid the risk of an
7 unfavorable judgment.

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

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

19 28. The Net Settlement Amount available for Class Member settlement payments is
20 estimated to be \$1,154,750.00, for a class of 623 persons.³ As a result, each Settlement Class
21 Member is eligible to receive an average net benefit of approximately \$1,853.53.

22
23 ² See, e.g., *Wise v. Ulta Salon, Cosmetics & Fragrance, Inc.* (E.D. Cal. Aug. 21, 2019)
24 2019 WL 3943859 at *8 (granting preliminary approval where the proposed allocation to settle
25 class claims was between 9.53 percent of Plaintiffs' maximum recovery); *Bravo v. Gale*
26 *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.").

27 ³ The Net Settlement Amount is: \$1,950,000.00 minus \$682,500.00 for Class Counsel's
28 attorneys' fees, minus \$40,000.00 for Class Counsel's litigation expenses, minus \$12,750.00 in
administration costs, minus \$50,000.00 for the PAGA payment, and minus \$10,000.00 for the
class representative service award to Plaintiff.

1 29. The proposed Settlement of \$1,950,000.00, therefore, represents a substantial
2 recovery when compared to Plaintiff’s reasonably forecasted recovery. When considering the risks
3 of litigation, the uncertainties involved in achieving class certification, the burdens of proof
4 necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that the
5 settlement amount of \$1,950,000.00 is within the “ballpark” of reasonableness, and preliminary
6 settlement approval is appropriate.

7 ENHANCEMENT AWARD FOR PLAINTIFF IS REASONABLE

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

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

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

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

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

19 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

20 35. The Settlement provides for attorney's fees payable to Class Counsel in an amount
21 up to 35% of the Settlement Amount, for a maximum fees award of \$682,500.00, plus actual costs
22 and expenses not to exceed \$40,000.00. The proposed award of attorneys' fees to Class Counsel
23 in this case can be justified under either method – lodestar or percentage recovery. Class Counsel,
24 however, intend to base the proposed award of fees, costs and expenses on the percentage method
25 as many of the entries in the time records will have to be redacted to preserve attorney-client and
26 attorney work product privileges.

27 36. I am informed and believe that the fee and costs provision is reasonable. The fee
28 percentage requested is less than that charged by my office for most employment cases. My office

1 invested significant time and resources into the case, with payment deferred to the end of the case,
2 and then, of course, contingent on the outcome.

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

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

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

22 PLAINTIFF'S COUNSEL'S EXPERIENCE AND QUALIFICATIONS

23 40. Wilshire Law Firm, PLC was selected by Best Lawyers and U.S. News & World
24 Report as one of the nation's Best Law Firms for every year since 2020 and is comprised of over
25 100 attorneys and over 600 employees. Wilshire Law Firm, PLC is actively and continuously
26 practicing in employment litigation, representing employees in both individual and class actions
27 in both state and federal courts throughout California.

28 41. Wilshire Law Firm, PLC is qualified to handle this Litigation because its attorneys

1 are experienced in litigating Labor Code violations in both individual, class action, and
2 representative action cases. Wilshire Law Firm, PLC has handled, and is currently handling,
3 numerous wage and hour class action lawsuits, as well as class actions involving consumer rights
4 and data privacy litigation.

5 42. I am an eighth-year Associate Attorney at Wilshire Law Firm. I graduated from the
6 University of California, Los Angeles, with a Bachelor of Arts in Political Science, and received
7 his Juris Doctor from the University of California, Hastings College of the Law in 2016. During
8 law school, I was a member of the executive board for the *Hastings Law Journal* and student
9 mediator at the San Francisco Superior Court, Small Claims Division. I was admitted to practice
10 law in the State of California in 2017. Since graduating from law school, I have focused my legal
11 work primarily on wage-and-hour litigation and has helped obtain dozens of settlements on behalf
12 of tens of thousands of workers in California. I was also selected as a “Southern California Rising
13 Star” in 2024 and 2025.

14 43. I have been appointed as class counsel in numerous wage-and-hour cases
15 throughout California. Below is a non-exhaustive list of cases where I was appointed as class
16 counsel or myself and other members of my firm were appointed as class counsel:

- 17 a. *Colter v. Propulsion Controls Engineering*, San Diego County, Case No. 37-2020-
18 00030682-CU-OE-CTL; Motion for Final Approval granted on October 28, 2022.
- 19 b. *Rodriguez v. Modesto Restaurant Group, LLC*, Stanislaus County, Case No. CV-
20 21-000269; Motion for Final Approval granted on January 10, 2023.
- 21 c. *Kingsbury v. Caravan Foods II, Inc.*, Alameda County, Case No. RG21096357;
22 Motion for Final Approval granted on January 31, 2023.
- 23 d. *Frias-Estrada v. Trek Retail Corporation*, Contra Costa County, Case No. MSC20-
24 01916; Motion for Final Approval granted on March 3, 2023.
- 25 e. *Varez v. Valley Connection, LLC dba Carl's Jr.*, Merced County, Case No. 22CV-
26 00985; Motion for Final Approval granted on April 27, 2023.
- 27 f. *Reyes v. Everytable, PBC, et al.*, Los Angeles County, Case No. 21STCV35987;
28 Motion for Final Approval granted on May 3, 2023.

- 1 g. *Ortiz v. Tara Materials, Inc.*, San Diego County, Case No. 37-2021-0001473-CU-
2 OE-CTL; Motion for Final Approval granted on May 30, 2023.
- 3 h. *Cruz-Sanchez v. Eagle Lath & Plaster, Inc.*, Sacramento County, Case No. 34-2021-
4 00293739-CU-OE-GDS; Motion for Final Approval granted on May 30, 2023.
- 5 i. *Garduno v. New Generation Framing, Inc., et al.*, Stanislaus County, Case No. CV-
6 21-000544; Motion for Final Approval granted on August 11, 2023.
- 7 j. *Hernandez, et al. v. Burford Farming Company, Inc.*, Fresno County, Case No.
8 21CECG03817; Motion for Final Approval granted on August 21, 2023.
- 9 k. *Barajas v. Final Phase Construction, Inc.*, San Bernardino County, Case No.
10 CIVSB2118622; Motion for Final Approval granted on September 13, 2023.
- 11 l. *Jaimes, et al. v. Infiniti Health LLC*, Los Angeles County, Case No. 22STCV07261;
12 Motion for Final Approval granted on October 17, 2023.
- 13 m. *Nunez v. Gabriel Container*, Los Angeles County, Case No. 21STCV09787; Motion
14 for Final Approval granted on November 2, 2023.
- 15 n. *Gutierrez v. Next Level Door & Millwork, Inc.*, Riverside County, Case No.
16 CVRI2105455; Motion for Final Approval granted on January 11, 2024.
- 17 o. *Lupercio v. Western CNC, Inc.*, San Diego County, Case No. 37-2021-00010314-
18 CU-OE-CTL; Motion for Final Approval granted on January 26, 2024.
- 19 p. *Jackson, et al. v. Apple Valley Communications, Inc., et al.*, San Bernardino County,
20 Case No. CIVSB2124721; Motion for Final Approval granted on February 1, 2024.
- 21 q. *Cuadras, et al. v. Guinn Corporation*, Kern County, Case No. BCV-21-101520;
22 Motion for Final Approval granted on February 22, 2024.
- 23 r. *Canton, et al v. John B. Sanfilippo & Sons, Inc.*, Merced County, Case No. 22-CV-
24 01145; Motion for Final Approval granted on March 15, 2024.
- 25 s. *Williams v. Total Longterm Care, Inc., et al.*, San Bernardino County, Case No.
26 CIVSB2213347; Motion for Final Approval granted on April 2, 2024.
- 27 t. *Williams, et al v. Eisenhower Medical Center*, Riverside County, Case No.
28 RIC1905151; Motion for Final Approval granted on April 18, 2024.

- 1 u. *Espinoza v. Delallo's Italian Foods, Inc.*, Butte County, Case No. 21CV02640;
2 Motion for Final Approval granted on April 24, 2024.
- 3 v. *Hernandez v. Facey Medical Foundation*, Los Angeles County, Case No.
4 20STCV41624; Motion for Final Approval granted on April 29, 2024.
- 5 w. *Meza v. Argus Management Company, LLC, et al.*, Los Angeles County, Case No.
6 21STCV31612; Motion for Final Approval granted on May 20, 2024.
- 7 x. *Wade v. Mallory Safety and Supply LLC*, Siskiyou County, Case No. 23CV00951;
8 Motion for Final Approval granted on July 11, 2024.
- 9 y. *Abarca-Rueda, et al. v. Foley Family Wines, Inc., et al.*, Sonoma County, Case No.
10 S-CV-268148; Motion for Final Approval granted on August 21, 2024.
- 11 z. *Aguilar v. American Pasteurization Company, Inc., et al.*, Sacramento County, Case
12 No. 34-2021-00312027-CU-OE-GDS; Motion for Final Approval granted on
13 September 3, 2024.
- 14 aa. *Hayes, et al. v. Gonzales Park, LLC, et al.*, Butte County, Case No. 21CV02456;
15 Motion for Final Approval granted on May 1, 2024.
- 16 bb. *Hernandez v. Facey Medical Foundation Corp., et al.*, Los Angeles County, Case No.
17 20STCV41624; Motion for Final Approval granted on April 29, 2024.
- 18 cc. *Arias v. The Shyft Group GTB, LLC, et al.*, Los Angeles County, Case
19 No.22STCV37390; Motion for Final Approval granted on December 3, 2024.
- 20 dd. *Hernandez v. KW California, et al.*, Kern County, Case No. BCV-23-100346;
21 Motion for Final Approval Granted on December 4, 2024.
- 22 ee. *Barajas Maya v. United Facilities Group, Inc., et al.*, Santa Clara County, Case No.
23 22CV397353; Motion for Final Approval granted on November 22, 2024.

24 44. Daniel J. Kramer is an eighth-year Associate Attorney at Wilshire Law Firm, PLC.
25 He was admitted to practice law in the State of California and the Central, Eastern, and Northern
26 Districts of California. He graduated from Stanford University with a Bachelor of Arts in History
27 and Political Science, and received his Juris Doctor from Loyola Law School, Los Angeles in 2016.
28 During law school, he was a research editor for the Loyola of Los Angeles International and

1 Comparative Law Review. Before joining Wilshire Law Firm, he practiced briefly at a firm that
2 focused on municipal law and code enforcement and then moved to a respected plaintiff-side firm
3 to practice wage and hour class action litigation. He has several years of work experience litigating
4 wage and hour class actions.

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

11 46. Justin F. Marquez is a former Senior Partner at Wilshire Law Firm who was actively
12 involved in the litigation and resolution of this matter from its inception through December 2024.
13 He graduated from University of California, Los Angeles's College Honors Program in 2004 with
14 Bachelor of Arts degrees in History and Japanese, *magna cum laude* and *Phi Beta Kappa*. His
15 practice focused primarily on advocating for the rights of consumers and employees in class action
16 litigation and appellate litigation. He received numerous awards for his legal work: from 2017 to
17 2020, Super Lawyers selected him as a "Southern California Rising Star," and from 2022 to 2025,
18 he was selected as a "Southern California Super Lawyer"; he was selected as one of the "Best
19 Lawyers in America" from 2023 to 2025; and in 2024, he, along with his colleagues at Wilshire
20 Law Firm, received a CLAY (California Lawyer Attorneys of the Year) award for their work on a
21 false advertising case against Apple which ultimately led to a \$25 million settlement. He also was
22 selected to speak at multiple CELA conferences throughout his career – in 2019, he spoke on the
23 topic of manageability of class actions at CELA's 2019 Advanced Wage & Hour Seminar, and in
24 2024, he spoke on the topic of dealings with multiple cases against the same defendant at CELA's
25 2024 Advanced Wage & Hour Seminar. He served as lead or co-lead in negotiating class action
26 settlements worth over \$10 million in gross recovery to class members for each year since 2020,
27 including over \$37.5 million in 2022 and over \$75 million in 2023.

28 ///

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 December 23, 2024, at Los Angeles, California.

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6 Benjamin H. Haber
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Exhibit 1

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Attorneys for Defendant
CERTAINTEED LLC

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

FRANCISCO TREJO-RAMIREZ, on behalf of
the State of California and other aggrieved
employees,

Plaintiff,

vs.

CERTAINTEED LLC, a limited liability
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. MCV089326

**JOINT STIPULATION RE: CLASS
ACTION SETTLEMENT**

Action Filed: April 28, 2023

Administrator on the bases of cost and competence, with the best interest of the Class in mind, subject to approval by the Court for purposes of administering this Settlement.

d) Class. The term “Class” shall mean and refer, collectively, to all Class Members.

e) Class Counsel. The term “Class Counsel” shall mean and refer, collectively to Wilshire Law Firm and all of its lawyers.

f) Class Members. The term “Class Members” shall mean: “All current and former non-exempt employees employed by Defendant in California during the Class Period.”

g) Class Period. The term “Class Period” shall mean the time period from August 6, 2018 through the earlier date of the order approving Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, or May 30, 2024.

h) Class Representative. The term “Class Representative” shall mean and refer to plaintiff Chantha Svay. The term “Class Representative” shall be synonymous with the term “Plaintiff.”

i) Court. The term “Court” shall refer to the Superior Court of California for the County of Madera, before whom the Action is pending.

j) Defendant. The term “Defendant” shall mean and refer to CertainTeed LLC.

k) Defendant’s Counsel. The term “Defendant’s Counsel” shall refer to Ogletree, Deakins, Nash, Smoak & Stewart, P.C., and its attorneys.

l) Document Receipt Deadline. The term “Document Receipt Deadline” shall mean forty-five (45) days after the Notices are mailed to Class Members by the Settlement Administrator.

m) Effective Date. The term “Effective Date” shall mean the date on which the Court’s Judgment becomes final, as further detailed in Paragraph 8, herein.

n) Final Settlement Approval Hearing. The term “Final Settlement Approval Hearing” shall mean and refer to a hearing before the Court to finally approve the Settlement as fair, reasonable, and adequate, as further detailed in Paragraph 32, herein.

o) Final Settlement Papers. The term “Final Settlement Papers” shall refer to and include a Motion for Final Approval of Settlement, Motion for Attorneys’ Fees and Costs, and [Proposed] Final Approval Order and Judgment.

p) Individual Settlement Amount. The term “Individual Settlement Amount” shall mean a Class Member’s share of the Net Settlement Amount, as further detailed in Paragraph 21, subparagraph (f), herein.

q) Net Settlement Amount. The term “Net Settlement Amount” shall mean and refer to the balance of the Total Class Action Settlement Amount, after all Court-approved deductions for attorneys’ fees and actual costs to Class Counsel, the Settlement Administrator’s cost and fees, the Class Representative’s enhancement award, and the PAGA Allocation. The Net Settlement Amount is the maximum amount that will be available for distribution to Class Members.

r) Notice. The term “Notice” shall mean the Notice of Class Action Settlement, attached hereto as Exhibit 1.

s) PAGA Group Members. The term “PAGA Group Members” shall mean “All current and former non-exempt employees of Defendant employed in California at any time during the PAGA Period.”

t) PAGA Period. The term “PAGA Period” shall mean the time period between February 13, 2022 through the earlier of the date of the order approving Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, or May 30, 2024.

u) Parties. The term “Parties” shall mean and refer collectively to Plaintiff, on behalf of the Class, and Defendant.

v) Plaintiff. The term “Plaintiff” shall mean and refer to plaintiff Chantha Svay. The term “Plaintiff” shall be synonymous with the term “Class Representative”.

w) Preliminary Approval Date. The term “Preliminary Approval Date” shall mean the date that the Court enters the Preliminary Approval Order.

x) Released Parties. The term “Released Parties” shall mean and refer to Defendant and all of Defendant’s current or former parent companies, subsidiary companies, and/or related

companies, partnerships, joint ventures, affiliates, divisions, and/or staffing agencies and, with respect to each of them, all of their and/or such related entities' predecessors and successors, and, with respect to each such entity, all of its past, present, and/or future, direct and/or indirect, employees, officers, partners, principals, directors, members, stockholders, managers, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), investors, and any other persons acting by, through, under, or in concert with any of the persons or entities listed in this subsection, and their successors.

y) Stipulation. The term "Stipulation" shall refer to this document, entitled "Joint Stipulation Re: Class Action Settlement", including all exhibits attached hereto.

z) Total Class Action Settlement Amount. The term "Total Class Action Settlement Amount" shall mean One Million Nine Hundred Fifty Thousand Dollars and Zero Cents (\$1,950,000.00). This is the maximum possible amount that may be paid by Defendant to resolve the Action, with the limited exceptions of: (1) Defendant's responsibility for the employer's share of taxes associated with the Class Members' Individual Settlement Amounts; and (2) the additional amount to be paid, if any, due to a possible increase of the Total Class Action Settlement amount as described in Paragraph 14. The Total Class Action Settlement Amount is a non-reversionary amount that is intended to be a qualified settlement fund pursuant to 26 U.S.C. § 468B.

2. Date Of This Stipulation: This Stipulation is made as of the date set forth below by and between Plaintiffs, on behalf of themselves and the Class, on the one hand, and Defendant, on the other hand, subject to approval of the Court.

II. BACKGROUND OF THE LEGAL ACTION

3. Brief Procedural History. The Parties briefly summarize the procedural history in the Action.

a) On January 31, 2023, Francisco Trejo-Ramirez filed a class action lawsuit entitled *Francisco Trejo-Ramirez v. CertainTeed LLC*, Madera County Superior Court Case No. MCV088583 (the "Class Action"). The complaint alleged the following causes of action against

Defendant: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize rest breaks; (5) failure to timely pay final wages; (6) failure to provide accurate wage statements; (7) unfair competition.

b) On April 27, 2023, Trejo-Ramirez filed a separate action under the Private Attorneys' General Act against Defendant in Madera County Superior Court, Case No. MCV089326 (the "PAGA Action").

c) On May 15, 2023, Defendant removed this case to the United States District Court for the Central District of California. The case was transferred to the United States District Court for the Eastern District of California on or around May 22, 2023, where it is presently stayed pending settlement.

d) On or around December 8, 2023, the Parties stipulated to permit the filing of a First Amended Complaint in the Class Action that: (a) dismissed Trejo-Ramirez as a named putative class representative; and (b) added Plaintiff as a putative class representative. The Court granted the stipulation, and the First Amended Complaint was filed on or around December 14, 2023.

e) On or around January 10, 2024, the United States District Court for the Eastern District Eastern District of California issued an order to stay the action pending mediation and terminate Francisco Trejo-Ramirez as a party on the docket.

4. Mediation And Settlement Agreement Reached By The Parties. On April 15, 2024, the Parties, by and through their counsel, participated in a private mediation before Lisa Klerman, Esq. Those further efforts were successful with the Parties agreeing to the mediator's proposal to resolve the Action in principle and on a class-wide and PAGA representative basis. This Stipulation formalizes the settlement agreement reached by the Parties.

5. Investigation. The Parties have conducted a detailed and comprehensive investigation of the claims asserted against Defendant and of the applicable law. The Parties exchanged informal discovery, which included: (a) analysis by the Parties of certain records, a complete set of payroll and time data for Defendant's non-exempt employees during the relevant timeframe, and policies pertaining to Plaintiff, Class Members, and the claims asserted in the Action; (b) research of the law

1 applicable to Plaintiff's claims and Defendant's affirmative defenses, as well as the damages alleged
2 by Plaintiff; (c) examination and analysis of information and documents; and (d) consideration of
3 information disclosed at and in connection with mediation.

4 6. Benefits of Settlement. Plaintiff and Class Counsel recognize the uncertainty and risk
5 of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff
6 and Class Counsel also are aware of the burdens of proof necessary to establish liability for the claims
7 asserted in the Action, the defenses thereto, and the difficulties inherent in the Action. Based on the
8 foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth in this
9 Stipulation is a fair, adequate, and reasonable settlement, and that it is in the best interest of the Class
10 Members. Based on their discovery and investigation, Class Counsel has determined that the
11 settlement is well within the range of reasonableness. The settlement embodied and documented in
12 this Stipulation is the product of extensive, arms-length negotiations, and is not the product of
13 collusion. Likewise, Defendant has concluded that any further defense of the Action would be
14 protracted and expensive. Substantial amounts of time, energy, and resources have been, and will
15 continue to be, devoted to the defense of the Action unless this settlement is made. Therefore,
16 Defendant has agreed to settle, in the manner and upon the terms set forth in this Stipulation, in order
17 to fully and finally resolve the claims asserted in the Action

18 7. Denial of Wrongdoing. Defendant has denied and continues to deny each of the
19 claims asserted by Plaintiff in the Action, as identified and referenced in Paragraph 3, above.
20 Defendant contends, among other things, that it complied at all times with the California Labor Code
21 and applicable California Wage Orders, that it paid all wages owed to Plaintiff and Class Members,
22 and that any claim for wage payments or penalties owed is not actionable and/or does not give rise
23 to any liability under the California Labor Code. Defendant further contends that it complied at all
24 times with the provisions of the California Business & Professions Code § 17200 *et seq.* Neither this
25 Stipulation nor any action taken to carry out the Stipulation may be construed as an admission by
26 Defendant of any fault, wrongdoing, or liability whatsoever.

27 **III. DATE OF SETTLEMENT**

8. Effective Date. The Court's Judgment shall become final when all of the following events have occurred:

a) The Stipulation has been executed by all Parties, Class Counsel, and Defendant's Counsel;

b) The Court has given preliminary approval to the settlement;

c) The Court has held a Final Settlement Approval Hearing and has entered a Final Approval Order and Judgment that dismisses the Action with prejudice, and approving the Stipulation; and

d) The United States District Court for the Eastern District of California enters an order that dismisses the Class Action;

e) In the event that objections are presented at the Final Settlement Approval Hearing either in writing or through personal attendance, upon the later of:

i. The date of final affirmance on an appeal of the Judgment; the expiration of the time for a petition to review the Judgment; and, if review is granted, the date of final affirmance of the Judgment following review; or

ii. The date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment; or

iii. If no appeal is filed, the expiration date for filing any appeal from the Judgment.

f) In the event that no objections are presented at or before the Final Settlement Approval Hearing, or that any filed written objections are withdrawn prior to the Final Settlement Approval Hearing, the Court's Judgment shall become final when the conditions set forth in subparagraphs (a) through (d) of this Paragraph 8, hereinabove, have been fulfilled.

IV. CLASS MEMBERS INCLUDED IN THE SETTLEMENT

9. Scope Of The Class. The Class is defined as follows: "Class Members" shall mean: "All current and former non-exempt employees employed by Defendant in California during the Class Period."

10. Class Members' Objection To This Settlement. Any Class Member may object to the Settlement by mailing a written objection to the Settlement Administrator at the address detailed in the Notice by no later than the Document Receipt Deadline which is forty-five (45) calendar days after the date that the Settlement Administrator originally mails Notices to Class Members. Even if a Class Member fails to timely submit a written objection to the Settlement Administrator, he or she may appear at the Final Fairness Hearing to object to the Settlement. Any Class Member who does not object to the Settlement through a written objection and/or by appearing at the Final Fairness Hearing, however, may not appeal the Final Judgment. In the event that the Court approves this Settlement notwithstanding the objections of any Class Members, Class Members who object to the Settlement will nonetheless be bound by the Settlement. Class Members who have opted out of the Settlement as detailed in Paragraph 23, subparagraph (d), herein do not have standing to object to the Settlement or to file an appeal for purposes of Paragraph 8.

11. Class Members' Exclusion ("Opt-Out") From This Settlement. Any Class Member may request to be excluded ("opt-out") from this Settlement by mailing a written Request for Exclusion to the Settlement Administrator as prescribed in Paragraph 23, subparagraph (d), herein. Each Class Member who submits a valid Request for Exclusion shall not be a Class Member and shall not be bound by the Settlement, except that if he or she is a PAGA Group Member he or she will still be bound by the PAGA Release and will receive his or her proportionate share of the portion of the PAGA Payment that is allocated to PAGA Group Members. Each Class Member who has not validly and timely opted-out as prescribed in Paragraph 23, subparagraph (d), herein, will be subject to the Release in full.

12. Class Members and PAGA Group Members' Disputes Regarding The Number Of Qualifying Workweeks or Qualifying Pay Periods attributable to them. If a Class Member or PAGA Group Member wishes to dispute the number of Qualifying Workweeks or Qualifying Pay Periods attributed to them and listed on the Class Notice, the Class Member or PAGA Group Member must notify the Settlement Administrator and should produce any available supporting evidence to the Settlement Administrator of the dates the Class Member or PAGA Group Member contends he or

1 she worked during the Class Period or PAGA Period by no later than the Document Receipt
2 Deadline. Defendant will review its records and provide information to the Settlement Administrator
3 in response to any such disputed claim. Defendant's records will be presumed to be determinative,
4 but the Settlement Administrator will evaluate the evidence submitted by the Class Member or
5 PAGA Group Member and make the decision as to which dates should be applied. The determination
6 by the Settlement Administrator will be final and binding, subject to oversight by the Court. If a
7 person believes that he or she was wrongly excluded from being a member of the Class or PAGA
8 Group, that person must notify the Settlement Administrator by the Document Receipt Deadline.
9 The Parties will endeavor to resolve the issue informally. If they are unable to do so, the Parties will
10 refer the matter to the Court for a final determination on whether relief should be provided to that
11 individual.

12 13. Termination Provision. Defendant reserves the right, at its sole discretion, to revoke
13 this Stipulation and the settlement provided for herein prior to the Final Settlement Approval Hearing
14 in the event that five percent (5%) or more Class Members opt out of the Settlement by submitting
15 timely and valid Requests for Exclusion in the manner set forth in Paragraph 23, subparagraph (d),
16 below, in which case this Stipulation will not have any force and/or effect. Additionally, in the event
17 that the opt out rate of Class Members at any one of the three sites (Wilmington, Fremont, or
18 Chowchilla) is twelve percent (12%) or more, Defendant also maintains the right, in its sole
19 discretion, to revoke this Stipulation and the settlement for any such site. If the settlement and its
20 Stipulation is revoked as to any of the three sites, Defendant maintains the right, in its sole discretion,
21 to maintain the settlement as to the remaining site(s). In that circumstance, the Total Class Action
22 Settlement Amount will be reduced in an amount proportionate to the decrease in workweeks caused
23 by a site's exclusion from the settlement. For example and for illustrative purposes only, if thirteen
24 percent (13%) of employees in Fremont submit valid opt outs of the settlement, and if Defendant
25 exercises the option to revoke the settlement as to Fremont, and if each of the three sites has an equal
26 share of workweeks, then the Total Class Action Settlement Amount will be reduced by one-third
27 (1/3). Defendant shall make its election within seven (7) calendar days of receipt from the Settlement
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1 Administrator of the total percentage of opt-outs. If the Settlement is voided, no payment will be
2 made by Defendant to Plaintiff, any Class Member, or Class Counsel; and all Parties and third parties
3 referenced in this Stipulation will bear their own costs, fees, and expenses associated with the
4 Litigation. However, Defendant will be responsible for the costs incurred by the Settlement
5 Administrator.

6 14. Pro Rata Increase. It is estimated that between August 6, 2018 and February 4, 2024
7 (the "Data Period"), there were approximately 69,925 workweeks worked by Settlement Class
8 Members for Defendant during the Data Period. If, during the settlement administration, it turns out
9 that the actual number of weeks in which the Settlement Class Members performed work during the
10 Data Period exceeds 10% above the 69,925 workweeks (i.e., 76,918 weeks), then percentage above
11 ten percent (10%) shall be the Overage Factor. For example, if the actual weeks worked during the
12 Data Period is determined to be 78,316 (i.e., 12% above 69,925, then the Overage Factor is 2%). In
13 the event that the settlement administrator determines that there is an Overage Factor, then Defendant
14 shall have the sole and exclusive decision to either: (a) adjust the end date of the Covered Period so
15 that the total number of workweeks during the Covered Period is reduced by the Overage Factor; or
16 (b) pay a pro rata share of the Maximum Settlement Amount for all workweeks worked by Settlement
17 Class Members for Defendant that are in excess of 10% above the 69,925 workweeks worked during
18 the Data Period. The Settlement Administrator will be responsible for determining whether a pro rata
19 increase is necessary using the data provided by Defendant.

20 15. Finality Of Settlement. As of the Effective Date, the settlement contained herein,
21 including the Release outlined below, shall be final and binding upon all Class Members who do not
22 exclude themselves from the settlement, referred to as "Participating Class Member" or
23 "Participating Class Members."

24 **V. RELEASES**

25 16. Release By Plaintiffs And Participating Class Members. As of the date that
26 Defendant fully funds the Total Class Action Settlement Amount and employer's share of taxes,
27
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1 Plaintiff and Participating Class Members release the Released Parties from the following,
2 collectively referred to as the “Released Class Claims” during the Class Period:

3 All causes of action and factual or legal theories that were alleged in the operative complaint
4 or reasonably could have been alleged based on the facts and legal theories contained in the
5 operative complaints of the Action and Amended Complaint (as described in Paragraph 25
6 below), including all of the following claims for relief: (a) failure to provide proper meal
7 periods, and to properly provide premium pay in lieu thereof; (b) failure to provide proper
8 rest periods, and to properly provide premium pay in lieu thereof; (c) failure to pay wages
9 due, including but not limited to minimum wages, straight-time wages, overtime wages,
10 vacation pay, sick pay, meal period premiums, rest period premiums, reporting time wages,
11 split differentials, and bonuses; (d) failure to reimburse for all necessary expenditures or
12 losses; (e) failure to pay all wages timely at the time of termination and/or during
13 employment; (f) failure to provide complete, accurate or properly formatted wage statements;
14 (g) failure to maintain accurate records of hours worked and meal periods; (h) failure to
15 provide sick pay and failure to provide information pertaining to sick pay balances, amount
16 of sick pay available for use, and/or payments on wage statements; (i) unfair business
17 practices that could have been premised on the claims, causes of action or legal theories of
18 relief described above or any of the claims, causes of action or legal theories of relief pleaded
19 in the operative complaint; (j) all claims under the California Labor Code Private Attorneys
20 General Act of 2004 that could have been premised on the claims, causes of action or legal
21 theories described above or any of the claims, causes of action or legal theories of relief
22 pleaded in the operative complaint; (k) any other claims or penalties under the wage and hour
23 laws pleaded in the Action; and (l) all damages, penalties, interest and other amounts
24 recoverable under said claims, causes of action or legal theories of relief (collectively, the
25 “Released Claims”). The period of the Release shall extend to the limits of the Class Period.
26 The res judicata effect of the Judgment will be the same as that of the Release. Defendant
27 shall be entitled to a release of Released Claims which occurred during the Class Period only
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1 during such time that the Settlement Class Member was classified as non-exempt, and
2 expressly excluding all other claims, including claims for vested benefits, wrongful
3 termination, unemployment insurance, disability, social security, workers' compensation,
4 claims while classified as exempt, and claims outside of the Class Period.

5 Plaintiff and the Class Members may hereafter discover facts or legal arguments in addition
6 to or different from those they now know or currently believe to be true with respect to the claims,
7 causes of action and legal theories of recovery in this Action, which are the subject matter of the
8 Released Class Claims. Regardless, the discovery of new facts or legal arguments shall in no way
9 limit the scope or definition of the Released Class Claims, and by virtue of this Stipulation, Plaintiff
10 and Participating Class Members shall be deemed to have, and by operation of the final judgment
11 approved by the Court, shall have, fully, finally, and forever settled and released all of the Released
12 Class Claims as defined in this Stipulation.

13 17. PAGA Release. As of the date Defendant fully funds the Total Class Action
14 Settlement Amount and employer's share of taxes, Plaintiff, the PAGA Group Members, and the
15 State of California will release the Released Parties from the following claims for civil penalties
16 during the PAGA Period, collectively referred to as the "Released PAGA Claims," whether known
17 or unknown, and irrespective of the factual or legal basis for such claims, including penalties for
18 those facts and legal theories contained in the Amended Complaint (as described in Paragraph 25
19 below). This release extends to Plaintiff, the PAGA Group Members, and the State of California
20 without regard to whether any Class Member requests to be excluded from the settlement. To be
21 clear, the scope of the PAGA release is limited to the Released PAGA Claims:

22 All causes of action and factual or legal theories that were alleged in the operative complaint
23 or reasonably could have been alleged based on the facts and legal theories contained in the
24 operative complaints in Action and the Amended Complaint (as described in Paragraph 25
25 below), including but not limited to claims for: All causes of action and factual or legal
26 theories that were alleged in the operative complaint or reasonably could have been alleged
27 based on the facts and legal theories contained in the operative complaint, including all of the
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1 following claims for relief: (a) failure to provide proper meal periods, and to properly provide
2 premium pay in lieu thereof; (b) failure to provide proper rest periods, and to properly provide
3 premium pay in lieu thereof; (c) failure to pay wages due, including but not limited to
4 minimum wages, straight-time wages, overtime wages, vacation pay, sick pay, meal period
5 premiums, rest period premiums, reporting time wages, split differentials, and bonuses; (d)
6 failure to reimburse for all necessary expenditures or losses; (e) failure to pay all wages timely
7 at the time of termination and/or during employment; (f) failure to provide complete, accurate
8 or properly formatted wage statements; (g) failure to maintain accurate records of hours
9 worked and meal periods; (h) failure to provide sick pay and failure to provide information
10 pertaining to sick pay balances, amount of sick pay available for use, and/or payments on
11 wage statements; and (j) all civil penalties and other amounts recoverable under said causes
12 of action under California law, to the extent permissible, including but not limited to the
13 California Labor Code and the applicable Wage Orders (collectively, the "PAGA Released
14 Claims"). The period of the Release shall extend to the limits of the PAGA Period. The res
15 judicata effect of the Judgment will be the same as that of the Release.

16 18. General Release By Plaintiff. In addition to the releases set forth in the above
17 Paragraphs 16 and 17, Plaintiff makes the additional general release of all of his individual claims as
18 follows:

19 Plaintiff releases the Released Parties from any and all claims, actions, demands, causes of
20 action, suits, debts, obligations, damages, rights, or liabilities of any nature and description
21 whatsoever, known or unknown, that Plaintiff individually may possess against the Released Parties
22 arising from Plaintiff's employment with Defendant. Plaintiff's individual and general release covers
23 any and all claims during the period in which he provided services to Defendant and constitutes a
24 release of all claims relating to employment and/or services he provided to Defendant during the
25 Class Period. Plaintiff hereby acknowledges that, upon receiving the sums provided pursuant to this
26 Stipulation, he or she will have received all potential wages, damages, and penalties owing to him or
27

her by the Released Parties, and, further, that he or she is not owed any additional wages, penalties, or damages from the Released Parties.

Plaintiff also agrees to expressly waive the provisions of California Civil Code section 1542, which provides as follows:

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

Plaintiff's general release shall cover the time period from August 6, 2018 up to the Preliminary Approval Date or May 30, 2024, whichever occurs first.

19. Representation Regarding Claims. Plaintiff and Class Counsel further represent that Plaintiff and Class Counsel are not currently aware of any: (a) unalleged claims in addition to, or different from, those which are finally and forever settled and released against the Released Parties by this Stipulation; and (b) unalleged facts or legal theories upon which any claims or causes of action could be brought against Defendant, except such facts and theories specifically alleged in the operative complaint in this Action, the Amended PAGA Notice that will be filed prior to Preliminary Settlement Approval of this Action, and/or the First Amended Complaint that will be filed prior to Preliminary Settlement Approval of the Action. Plaintiff and Class Counsel further represent that, other than the actions being resolved by this Stipulation, they have no current intention of asserting any other claims against Defendant in any judicial or administrative forum. Plaintiff and Class Counsel represent that they do not currently know of or represent any other persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendant. The Parties acknowledge, understand and agree that the representations described in this paragraph are essential to the Stipulation and that this Agreement would not have been entered into were it not for this representation. Any misrepresentation regarding the above are deemed material breaches of this Stipulation and cause for nullification of the Stipulation pursuant to Paragraph 37.

VI. AMOUNT AND DISTRIBUTION OF SETTLEMENT

20. Settlement Amount. The Total Class Action Settlement Amount shall be One Million Nine Hundred Fifty Thousand Dollars and Zero Cents (\$1,950,000.00). Defendant will pay the Total Class Action Settlement Amount within thirty (30) calendar days following the Effective Date by wiring that amount to the Settlement Administrator. Under no circumstances will Defendant be obligated to pay more than the amount of \$1,950,000.00 as a result of this Settlement and except as provided by Paragraph 14 or as is required by Defendant paying the employer's share of taxes associated with the Settlement.

21. Deduction From Settlement Amount. Deductions from the Total Class Action Settlement Amount, all subject to Court approval, shall be made for:

a) Attorneys' Fees. Class Counsel may apply for an award of attorneys' fees, not to exceed Six Hundred Eighty Two Thousand Five Hundred Dollars and Zero Cents (\$682,500) (35% of the Total Class Action Settlement Amount). The attorneys' fees award shall be paid from the Total Class Action Settlement Amount. Defendant agrees not to oppose any such applications that are consistent with this paragraph. The amount of attorneys' fees shall include all past and future attorneys' fees incurred in the Action, including, without limitation, all time expended by Class Counsel in the Action or in defending the Stipulation and securing final approval of the Stipulation (including any appeals thereof). Even in the event that the Court reduces or does not approve the award of attorneys' fees discussed in this paragraph, Class Representative and Class Counsel shall not have the right to revoke this Stipulation.

b) Attorneys' Costs. In addition to attorneys' fees, Class Counsel may apply for an award of costs, not to exceed the sum of Forty Thousand Dollars and Zero Cents (\$40,000.00). The costs award shall be paid from the Total Class Action Settlement Amount. Defendant agrees not to oppose any such applications that are consistent with this paragraph. The amount of costs shall include all past and future costs associated with the Action, including, without limitation, all costs expended by Class Counsel in the Action on in defending the Stipulation and securing final approval of the Stipulation (including any appeals thereof). Even in the event that the Court reduces or does

not approve the award of costs discussed in this paragraph, Class Representative and Class Counsel shall not have the right to revoke this Stipulation.

c) Class Representative's Enhancement Award. Class Counsel may apply for an enhancement award to the Class Representative in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). The enhancement award shall be paid from the Total Class Action Settlement Amount. This enhancement award is in addition to the payment to which Plaintiff is entitled as a Participating Class Member. Defendant agrees not to oppose any such application that is consistent with this paragraph. Even in the event that the Court reduces or does not approve the enhancement awards discussed in this paragraph, Class Representative and Class Counsel shall not have the right to revoke this Stipulation.

d) Settlement Administration Costs and Fees. All actual costs for claims administration, including related accounting costs, in an amount not to exceed \$12,750.00, shall be paid from the Total Class Action Settlement Amount. The Parties contemplate that the Settlement Administrator shall be CPT Group, Inc., or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Stipulation other than Simpluris. If a Settlement Administrator is not agreed upon by the Parties, Class Counsel shall select a Settlement Administrator on the bases of cost and competence, with the best interest of the Class in mind, subject to approval by the Court for purposes of administering this Stipulation. To the extent actual costs for claims administration are less than \$12,750.00, those amounts will be credited to the Total Class Action Settlement Amount prior to distribution of the Net Settlement Amount to Participating Class Members. Defendant agrees not to oppose any such applications that are consistent with this paragraph. Even in the event that the Court reduces or does not approve the Settlement Administration Costs and Fees discussed in this paragraph, Class Representative and Class Counsel shall not have the right to revoke this Stipulation.

e) PAGA Allocation. The Parties agree to allocate Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the Total Class Action Settlement Amount to resolve the PAGA Group Members' claims arising under PAGA (the "PAGA Allocation"). Pursuant to PAGA, seventy-five

percent (75%) of the PAGA Allocation, or Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00), shall be paid to the State of California Labor and Workforce Development Agency (the “LWDA”), with the remaining twenty-five percent (25%), or Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), paid pro rata to PAGA Group Members as set forth below.

f) Payment of Individual Settlement Awards To Participating Class Members. After the amounts described in Paragraph 21, subparagraphs (a) through (e), above, have been deducted from the Total Class Action Settlement Amount, the remainder – the Net Settlement Amount – shall be distributed to each Participating Class Member, in the following manner:

The Net Settlement Amount shall be divided by the number of aggregate Qualified Weeks worked by all Participating Class Members during the Class Period to produce a “Weekly Settlement Value.” A “Qualified Week” shall be a week where a Participating Class Member worked during the Class Period. Each Participating Class Member shall be eligible to receive a settlement payment in the amount of the total number of Qualified Weeks attributable to the Participating Class Member during the Class Period multiplied by the Weekly Settlement Value, less applicable withholdings, provided that the Participating Class Member has not submitted a Request for Exclusion.

g) Payment of Portion of PAGA Allocation to PAGA Group Members. Twenty-five percent (25%), or Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), of the PAGA Allocation to be paid to the PAGA Group Members shall be divided by the number of aggregate Qualified Pay Periods worked by all PAGA Group Members during the PAGA Period to produce a “Pay Period Settlement Value.” A “Qualified Pay Period” shall be a pay period where a PAGA Group Member worked for Defendant during the PAGA period. Each PAGA Group Member shall be eligible to receive a settlement payment in the amount of the total number of Qualified Pay Periods attributable to the PAGA Group Member during the PAGA Period multiplied by the Pay Period Settlement Value (the “PAGA Payment”).

22. Non-Reversionary Settlement. There will be no reversion to Defendant. In the event that an Individual Settlement Award is paid to a Participating Class Member by check and the check is not cashed on or before the Check Cashing Deadline, the amount of the Individual Settlement Award shall be considered unclaimed. Each unclaimed Individual Settlement Award paid to a Class Member but not cashed on or before the Check Cashing Deadline shall be tendered to the State of California State Controller's Office, Unclaimed Property Fund in the Participating Class Member's name.

VII. SETTLEMENT ADMINISTRATION

23. Settlement Administrator's Duties. The Settlement Administrator shall be responsible for (a) processing the data provided by Defendant to be used in calculating Individual Settlement Awards; (b) preparing, printing, and mailing to Class Members the Notice (attached hereto as **Exhibit 1**), as well as following up with reasonable skip tracing; (c) notifying the Parties of the identity of Class Members who submit timely Requests for Exclusion; (d) calculating and mailing Individual Settlement Awards to Class Members; (e) filing any required federal and state tax forms and related agency reporting; (f) filing any required reports with the Court; and (g) any and all such other tasks as to which the Parties mutually agree, or which the Court orders the Settlement Administrator to perform. The claims process shall be anonymous to the extent possible.

Specifically, the Settlement Administrator shall perform the following duties:

a) Processing Of Data Provided By Defendant Regarding Class Members. Upon receipt of the data provided by Defendant pursuant to Paragraph 29 herein, the Settlement Administrator shall determine, for each Class Member and/or PAGA Group Member: (i) the Class Member and/or PAGA Group Member's name, (ii) the Class Member or PAGA Group Member's last known address, (iii) the last four digits of the Class Member and/or PAGA Group Member's social security number, (iv) the Class Member's number of Qualified Weeks; (v) the Weekly Settlement Value to be paid to the Class Member pursuant to Paragraph 21, subparagraph (f), above; (vi) the PAGA Group Member's number of Qualified Pay Periods; (vii) the Pay Period Settlement Value to be paid

to the PAGA Group Members pursuant to Paragraph 20, subparagraph (g), above; and (viii) whether the escalator is triggered pursuant to Paragraph 14 above, and if so by how much.

b) Mailing Of Documents. Within thirty (30) calendar days of receipt of the database containing the information to be provided by Defendant pursuant to Paragraph 29 herein, the Settlement Administrator shall mail a copy of the Notice to all Class Members by first class regular U.S. Mail, using the most current mailing address information provided by Defendant and/or obtained by the Settlement Administrator. Prior to mailing the Notice to Class Members, the Settlement Administrator shall run the addresses in the data provided by Defendant through the National Change of Address Database for any address updates and update the data as necessary. The Settlement Administrator will engage in address searches consistent with its normal practices in administering settlements of wage claims, including skip tracing. Such search efforts shall include, where necessary, using social security numbers to obtain better address information and attempting to call such Class Members.

c) Reminder Notice: The Settlement Administration shall mail a reminder postcard to Class Members 30 days after Class Notice is sent, which will contain information including but not limited to the following: the Document Receipt Deadline, how to object, and how to exclude oneself from a release of the class claims. Re-Mailing Of Returned Notices. Notices returned to the Settlement Administrator as non-delivered shall be re-sent to the forwarding address, if any, on the returned envelope. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. The Settlement Administrator will skip trace and re-mail all returned undeliverable mail within five (5) calendar days of receiving notice that the Notice was undeliverable. A returned Notice will be forwarded only once per Class Member by the Settlement Administrator. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or by request, will have either (a) an additional fourteen (14) calendar days or (b) until the Document Receipt Deadline, whichever is later, to submit a Request for Exclusion or an objection to the Settlement. Upon completion of

these steps by the Settlement Administrator, the Parties shall be deemed to have satisfied their obligation to provide the Notice to the affected Class Member. The affected Class Member shall be a Participating Class Member and shall be bound by all the terms of this Stipulation and the Court's Final Order and Judgment.

d) Processing Requests For Exclusion ("Opt-Outs") From Settlement. In the event that a Class Member wishes to be excluded ("opts out") from the settlement provided herein, he or she must mail a written Request for Exclusion to the Settlement Administrator by first class U.S. Mail, or equivalent, postage paid and postmarked, by no later than the Document Receipt Deadline, which is forty-five (45) calendar days after the date that the Settlement Administrator originally mails Notices to Class Members. As provided in Paragraph 23(c), if the Class Notice is re-mailed, the Class Member will have either (a) an additional fourteen (14) calendar days or (b) until the Document Receipt Deadline, whichever is later, to submit a Request for Exclusion or an objection to the Settlement. To be valid, the written Request for Exclusion must include (i) the Class Member's name, (ii) the Class Member's address, (iii) a request that the Class Member wishes to be excluded from the settlement, and (iv) the Class Member's signature. The Settlement Administrator shall notify Class Counsel and Defendant's Counsel of its receipt of all valid Requests for Exclusion within five (5) business days after having received each such Request for Exclusion.

e) Payment of Individual Settlement Awards. The Settlement Administrator shall be solely responsible for the disbursement of the Individual Settlement Award payments.

f) Declaration Of Due Diligence. No later than thirty (30) calendar days prior to the Final Settlement Approval Hearing, the Settlement Administrator shall provide both Parties with a declaration of due diligence to be filed with the Court.

g) Allocating Portions Of the Individual Settlement As Wages. The Settlement Administrator shall be responsible for calculating the portion of each Individual Settlement Award to be allocated as wages. Twenty Five Percent (25%) of each Individual Settlement Award shall be allocated as wages, and Seventy Five (75%) of each Individual Settlement Award shall be allocated as interest and penalties.

h) Taxation Of Individual Settlement Awards. The portion of each Individual Settlement Award allocated as wages shall be subject to payroll withholding. The Settlement Administrator shall be responsible for paying the employees' share of federal, state, and local payroll and income taxes. Appropriate withholding of the employee's share of income taxes shall be deducted from each Individual Settlement Award. The employer's share of payroll taxes shall be paid by Defendant outside of the Total Class Action Settlement Amount.

i) Taxation Of Payment Of Portion of PAGA Allocation. One Hundred Percent (100%) of the payment to PAGA Group Members as part of the PAGA Allocation will be treated as penalties and PAGA Group Members will be issued an IRS Form 1099 for that portion of the payment. The Settlement Administrator will be responsible for calculating and withholding any required state and federal taxes.

j) Federal Tax Reporting. The Settlement Administrator shall issue an IRS Form W-2 to each Class Member for the portion of the Individual Settlement Award that is designated as wages. The Settlement Administrator shall issue an IRS Form 1099 to each Class Member for the portion of the Individual Settlement Awards or payment of the PAGA Allocation that is not designated as wages. The Settlement Administrator shall issue an IRS Form 1099 to the Class Representative for any enhancement award paid pursuant to Paragraph 21, subparagraph (c), above, in connection with his or her role as the Class Representative.

k) State Tax Reporting. The Settlement Administrator shall file, with the California Employment Development Department ("EDD"), the required reports of Personal Income Tax ("PIT") wages withheld from the Individual Settlement Awards, as well as the amounts to be paid as Unemployment Insurance ("UI"), Employment Training Tax ("ETT"), and State Disability Insurance ("SDI"). For purposes of this reporting, prior to disbursement of the Individual Settlement Awards, the Settlement Administrator shall provide Defendant with a list of all Class Members, and Defendant shall provide to the Settlement Administrator with its Form DE 2088, Notice of Contribution Rates and Statement of UI Account, for the current calendar year (if unavailable,

1 Defendant may provide instead their California State Employer's Identification Number and
2 applicable UI and ETT Rates).

3 l) Responsibility For Tax Obligations. All Class Members and the Class
4 Representatives will be responsible for correctly characterizing the compensation they receive for
5 tax purposes and for paying any taxes on the amounts received, except for the employer
6 contributions, which will be handled as provided by this Stipulation. Defendant is not liable for any
7 amounts assessed by a tax authority on account of the Class Members' or the Class Representative's
8 failures to pay all taxes due on amounts they receive hereunder, except if the failure results from
9 Defendant's failure to pay its own portion of taxes due. The liability of each Class Member and the
10 Class Representative is limited to the liability caused by that individual's own failure.

11 m) Mailing Of Individual Settlement Awards and Portion of PAGA Allocation to PAGA
12 Group Members. Within fourteen (14) calendar days after Defendant's transfer of funds to the
13 Settlement Administrator, the Settlement Administrator shall mail all Participating Class Members
14 and PAGA Group Members their Individual Settlement Awards and/or portion of the PAGA
15 Allocation. Each check issued to a Class Member shall remain valid and negotiable for one hundred
16 eighty (180) days from the date of issuance. Those Individual Settlement Awards and/or portion of
17 PAGA Allocation payment not cashed by the Check Cashing Deadline shall be canceled
18 automatically, in which event the Participating Class Member and/or PAGA Group Member's check
19 will be deemed void and the unclaimed funds shall be sent to the California State Controller's Office
20 Unclaimed Property Fund in the name of the Participating Class Member and/or PAGA Group
21 Member to whom the funds were distributed.

22 n) Payments To Class Counsel. Within fourteen (14) calendar days after Defendant's
23 transfer of funds to the Settlement Administrator, the Settlement Administrator shall pay the
24 attorneys' fees and costs, as detailed in Paragraph 21, subparagraphs (a) and (b), above.

25 o) Payment Of PAGA Allocation. Within fourteen (14) calendar days after Defendant's
26 transfer of funds to the Settlement Administrator, the Settlement Administrator shall pay seventy-

1 five percent (75%) of the PAGA Allocation to the LWDA as civil penalties, as detailed in Paragraph
2 21, subparagraph (e), above.

3 24. Disputes Regarding The Settlement Administrator's Performance of Duties. All
4 disputes relating to the Settlement Administrator's performance of its duties shall be referred to the
5 Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this
6 Stipulation until all payments and obligations contemplated by this Stipulation have been fully
7 carried out. Plaintiff, Plaintiff's counsel, Defendant, and Defendant's counsel shall not bear any
8 responsibility for errors or omissions in the calculation or distribution of the settlement payments or
9 development of the list of recipients of settlement payments.

10 **VIII. DUTIES OF THE PARTIES PRIOR TO PRELIMINARY COURT APPROVAL**

11 25. Amended Complaint and PAGA Notice: The Parties agree, that as a precondition to
12 the enforceability of this Stipulation: (i) counsel for all Parties must agree on the terms, substance,
13 and language of a proposed amended complaint to be filed in the Court, which ensures that the Action
14 covers all of the Released Claims and PAGA Released Claims to the full extent of the Class Period
15 and PAGA Period alleged in the Action, and which ensures that Francisco Trejo-Ramirez is removed
16 as a putative class representative and PAGA representative; (ii) a verbatim copy of the mutually-
17 agreed amended Complaint is filed in this Court; (iii) the Parties submit a stipulation and proposed
18 order for the Court to stay the PAGA Action (Case No. MCV089326), pending settlement
19 administration of the Action; (iv) counsel for all Parties must agree on the terms, substance, and
20 language of a proposed amended PAGA Notice to be submitted to the LWDA, which ensures that
21 the Notice covers all of the PAGA Released Claims to the full extent of the PAGA Period alleged in
22 the Action, and which removes Francisco Trejo-Ramirez as a putative representative. The Parties
23 further agree that Defendant will not be obligated to respond to the Amended Complaint filed in the
24 Court, but the Parties will instead promptly submit a joint notice of settlement that stays the Action.
25 In the event that the Settlement is not finally approved, Plaintiff Svay will dismiss the newly-filed
26 Amended Complaint without prejudice and the stays in the PAGA Action (Case No. MCV089326)
27 and Class Action (Case No. 1:23-cv-00775-KES) will be lifted. In the event that the Settlement is
28

1 finally approved, the Federal Court Action and the original State Court Action will be dismissed
2 without prejudice.

3 26. Submission Of Stipulation To Court. After Plaintiff files his Amended Complaint
4 and Amended PAGA Notice pursuant to Paragraph 25 above, the Parties shall promptly submit this
5 Stipulation to the Court in support of Plaintiff's motion for preliminary approval and determination
6 by the Court as to the fairness, adequacy, and reasonableness of this Stipulation, and shall apply to
7 the Court for the entry of an order substantially in the following form:

8 a) Scheduling a fairness hearing on the question of whether the proposed Settlement –
9 including payment of attorneys' fees, attorneys' costs, appointment of the Class Representative and
10 the amount of their enhancement award, and the method of determining Individual Settlement
11 Awards to be paid to Class Members – should be finally approved as fair, reasonable, and adequate
12 as to the Class;

13 b) Approving as to form and content the proposed Notice (attached as Exhibit 1);

14 c) Directing the mailing to Class Members of the Notice, by first class U.S. Mail,
15 pursuant to the terms specified herein; and

16 d) Preliminarily approving the Settlement, subject only to the objections of Class
17 Members and final review by the Court;

18 e) Plaintiff's counsel shall submit a proposed motion for preliminary approval of class
19 action settlement to Defendant's counsel for review and comment no less than five business days
20 prior to filing the motion for preliminary approval

21 27. Amendment Of This Stipulation To Conform To The Court's Order. To the extent
22 the Court does not approve this Stipulation, or any term contained herein, and instead allows the
23 Parties to amend this Stipulation, the Parties agree to cooperate in good faith to amend the Stipulation
24 in accordance with the Court's direction, and to retain all other terms of the Stipulation that the Court
25 approves.

26 **IX. DUTIES OF THE PARTIES FOLLOWING PRELIMINARY COURT APPROVAL**

1 28. Timely Approval Of Documents To Be Mailed By The Settlement Administrator.

2 Counsel for the Parties shall respond to requests by the Settlement Administrator to approve all
3 settlement administration documents, including the Notice to be mailed to the Class, within four (4)
4 business days of the Settlement Administrator's request for approval.

5 29. Defendant's Provision Of Class Member Data To Settlement Administrator. No later

6 than thirty (30) calendar days following preliminary approval of this Settlement by the Court,
7 Defendant shall provide the Settlement Administrator with data that is within Defendant's possession
8 containing, for each Class Member and/or PAGA Group Member: (a) the Class Member/PAGA
9 Group Member's name; (b) the Class Member/PAGA Group Member's last known address; (c) the
10 Class Member/PAGA Group Member's social security number; (d) the number of workweeks
11 worked by the Class Member during the Data Period, as defined above; (e) the number of workweeks
12 worked by the Class Member during the Class Period; (f) the number of workweeks worked by the
13 PAGA Group Member during the PAGA Period. This Class Member and/or PAGA Group Member
14 information is confidential and not to be disclosed to anyone other than the Settlement Administrator.

15 In the event that a dispute arises about the number of Qualifying Workweeks or Qualifying Pay
16 Periods for a Class Member and/or PAGA Group Member, Class Counsel may be provided with
17 information identifying each Class Member and/or PAGA Group Member by number (with all other
18 identifying information removed), and reflecting the number of Qualifying Workweeks or
19 Qualifying Pay Periods during the Class Period and PAGA Period. This information shall be based
20 on Defendant's payroll and other business records, and shall be in a format readily accessible to
21 Defendant. In the event that approval of the documents takes more than four (4) business days, the
22 Claims Administrator shall mail the Notice to the Class Members within five (5) business days of
23 receiving approval of the documents.

24 30. Disputes Arising From Claims Administration. Any disputes arising during the

25 claims administration process must be resolved informally by counsel for the Parties and, if the
26 Parties cannot agree, by the Settlement Administrator, within ten (10) calendar days of the Document
27 Receipt Deadline.

31. Submissions Required For Final Approval Of The Settlement. Class Counsel shall timely prepare, subject to, Final Settlement Papers in conformance with the terms of this Settlement, including (1) a motion for final approval of the Settlement including attorneys' fee and costs and Class Representative's enhancement award; (3) the [Proposed] Final Settlement Order; and (4) any other documents, petitions, or motions required to effectuate this Stipulation– including, but not limited to, any additional proposed orders requested by the Court. Class Counsel will endeavor to submit the Final Settlement Papers to Defendant's Counsel no later than five (5) court days prior to the deadline for filing the motion for final approval of the stipulation. In the event that Class Counsel and Defendant's Counsel cannot resolve any dispute regarding the Final Settlement Papers arising from Defendant's right to review and comment, Defendant's Counsel shall submit its objections to the Final Settlement Papers to the Court before or during the Final Settlement Approval Hearing.

32. Fairness Hearing. Upon expiration of the Document Receipt Deadline, the Parties shall attend a Final Settlement Approval Hearing with the Court to finally approve the Stipulation as fair, reasonable, and adequate as to (a) Class Members; (b) attorneys' fees and costs to Class Counsel; (c) the enhancement awards to the Class Representative; (d) the costs and fees for claims administration; (e) the PAGA Allocation; and (f) the Individual Settlement Awards to be paid to the Class Members, including the methodology used to calculate such awards.

X. DUTIES OF THE PARTIES FOLLOWING COURT APPROVAL

33. Final Approval, And Entry Of Judgment. At or before the Final Settlement Approval Hearing, Class Counsel shall submit the [Proposed] Final Settlement Order and Judgment to the Court for the Court's approval and entry. After entry of the Final Approval Order and Judgment, the Court shall have continuing jurisdiction over the administration of the Stipulation.

34. Dismissal of Class and PAGA Actions: After entry of the Final Approval Order and Judgment, Plaintiff shall dismiss Madera County Superior Court Case No. MCV089326 and United States District Court for the Eastern District of Case No. 1:23-cv-00775-KES (E.D. Cal.) without prejudice.

35. Payment Of Settlement Amount. Defendant shall deposit the Total Class Action Settlement Amount and an amount sufficient to pay Defendant's share of payroll taxes into an account established by the Settlement Administrator. Defendant will pay the Total Class Action Settlement Amount within thirty (30) calendar days following the Effective Date by wiring that amount to the Settlement Administrator. The Settlement Administrator will retain authority over the deposited funds, which are to be used in accordance with this Stipulation and any orders of the Court. The Settlement Administrator shall make all payments and other disbursements required by this Stipulation from the Total Class Action Settlement Amount. Defendant shall have no further obligations over the distribution of the Total Class Action Settlement Amount.

36. Provision Of Final Approval Order And Judgment To Settlement Administrator. Within two (2) business days of the Court serving Class counsel with the Final Approval Order and Judgment and/or the Final Approval Order and Judgment becoming available on the Online Docket website, Class Counsel shall provide the Settlement Administrator with a copy of the Final Settlement Approval Order and Judgment.

XI. ADDITIONAL TERMS

37. Nullification Of Settlement. This Stipulation shall be null and void, and any order of judgment entered by the Court in furtherance of the Settlement shall be vitiated *nunc pro tunc*, if any of the following occurs:

a) The Court does not enter the Final Approval Order and Judgment as provided for herein or contemplated by this Stipulation;

b) The Court does not finally approve the Settlement as provided for herein;

c) The Court does not enter a Final Approval Order and Judgment as provided for herein that becomes final as a result of the occurrence of the Effective Date;

d) The Settlement does not become final for any other reason.; or

e) Plaintiff or Class Counsel misrepresented their awareness of any unalleged claims against the Released Parties or unalleged facts or legal theories upon which claims or causes of actions could be brought against Defendant, pursuant to Paragraph 19.

1 In such a case, the Parties shall be returned to their respective statuses prior to the settlement,
2 and the Parties shall proceed in all respects as if this Stipulation had not been executed. If an appeal
3 is filed from the Court's Final Approval Order and Judgment prior to the Effective Date,
4 administration of the Stipulation shall be immediately stayed pending final resolution of the appeal
5 process.

6 38. No Admissions. Nothing contained herein is to be construed or deemed to be an
7 admission of liability or wrongdoing by Defendant. This Stipulation and the attached exhibits are
8 settlement documents, and, pursuant to California Evidence Code section 1152, these documents
9 shall be inadmissible in any proceeding except in an action or proceeding to approve, interpret, or
10 enforce this Stipulation.

11 39. Amendment Or Modification. This Stipulation may be amended or modified only by
12 a written instrument signed by counsel for all Parties.

13 40. Entire Agreement. This Stipulation and the accompanying exhibits constitute and
14 comprise the entire agreement between the Parties. No oral or written representations, warranties, or
15 inducements have been made to any of the Parties concerning this Stipulation other than the
16 representations, warranties, and covenants contained and memorialized herein.

17 41. Construction. The Parties agree that the terms of this Stipulation and the
18 accompanying exhibits are the result of lengthy, arms-length negotiations, and that this Stipulation
19 shall not be construed in favor of or against any of the Parties by reason of the extent to which any
20 of the Parties or their respective counsel participated in the drafting of this Stipulation.

21 42. Parties' Authority. The signatories to this Stipulation represent that they are fully
22 authorized to enter into this Stipulation and to bind the Parties hereto to the terms and conditions
23 hereof.

24 43. Successors And Assigns. This Stipulation is binding upon, and inures to the benefit
25 of, the Parties' successors and assigns. The Parties represent and warrant that they have not, directly
26 or indirectly, assigned, transferred, or encumbered to any person or entity any portion of any claim,
27 demand, action, cause of action, or rights herein released and discharged except as set forth herein.

44. Enforcement Of Actions. In the event that any of the Parties to this Stipulation institutes any legal action, arbitration, or other proceeding against any of the other Parties to enforce the provisions of this Stipulation or to declare rights or obligations under this Stipulation, the successful Party shall be entitled to recover from the unsuccessful Party or Parties, reasonable attorneys' fees and costs, including expert witness fees, incurred in connection with any such enforcement proceedings.

45. Governing Law. All terms of this Stipulation shall be governed by and interpreted according to the laws of the State of California.

46. Jurisdiction Of The Court. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Stipulation and all orders and judgments entered in connection therewith.

47. Counterparts. This Stipulation may be executed in one or more counterparts. All executed counterparts, and each of them, shall be deemed to be one and the same instrument. Signatures may be affixed either by original signatures, PDF, or facsimile.

48. Notices. Unless otherwise specifically provided in this Stipulation, all notices, demands, and/or other communications will be in writing and will be deemed to have been duly given as of the third (3rd) business day after mailing by U.S. Mail, addressed as follows:

To The Class:
WILSHIRE LAW FIRM
Justin F. Marquez
Benjamin H. Haber
Daniel J. Kramer
3055 Wilshire Blvd, 12th Floor
Los Angeles, California 90010

To Defendant:
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
Evan R. Moses
Melis Atalay
Daniel N. Rojas
400 South Hope Street, Suite 1200
Los Angeles, CA 90071

1 49. Enforceability. The Parties intend for this Agreement to be enforceable in the
2 Superior Court of California for the County of Madera, by and subject to the Court's pending
3 jurisdiction.

4 50. Interpretation. This Stipulation shall be construed as a whole according to its fair
5 meaning. It shall not be construed strictly for or against any Party. Unless the context indicates
6 otherwise, the term "or" shall be deemed to include the term "and," and the singular or plural number
7 shall be deemed to include the other. Captions and headings are intended solely for convenience of
8 reference and shall not be used in the interpretation of this Stipulation.

9 51. Confidentiality.

10 a) General. Plaintiff and Class Counsel shall agree not to disclose or publicize this
11 Stipulation, its terms or contents, and the negotiations underlying the Stipulation, in any manner or
12 form, directly or indirectly, to any person or entity, except potential Class Members and as shall be
13 contractually required to effectuate the terms of the Stipulation. For avoidance of doubt, this section
14 means Plaintiff and Class Counsel agree not to issue press releases, communicate with or respond to
15 any media or publication entities, publish information in manner or form, whether printed or
16 electronic, on any medium or otherwise communicate, whether by print, video, recording or another
17 medium, with any person or entity concerning the Stipulation, including the face of the Stipulation,
18 its terms or contents and the negotiations underlying the Stipulation, except as shall be contractually
19 required to effectuate the terms of the Stipulation.

20 b) Media Comment. The Parties and their respective counsel agree that the terms of this
21 Stipulation (including, but not limited to, any settlement amounts), the negotiations leading to this
22 Stipulation, and all documents related to the Stipulation, shall not be discussed with, publicized, or
23 promoted to the media, except as necessary in order to enforce its terms. Class Counsel and/or
24 Plaintiff will not list or refer to the Action in any website, mailing, publicity or similar materials –
25 including, but not limited to, any radio or television stations, newspapers, or magazines. In response
26 to any inquiries, including those from media outlets, concerning the settlement, the Parties and their
27 respective counsel agree that they shall simply respond by stating, "the matter has resolved."

1 c) Class Counsel Marketing And Adequacy Declarations. Class Counsel agrees not to
2 use Defendant's name in marketing materials. Class Counsel and the Class Representatives will not
3 make any posting on any website, instant message site, blog, or social networking site that uses
4 Defendant's name, and will not list or refer to the Action in any website, mailings, publicity, or other
5 similar fora or materials. However, for the limited purpose of allowing Class Counsel to prove
6 adequacy as class counsel in other actions, Class Counsel may disclose the name of the Parties in
7 this action and the venue/case number of this action (but not any other settlement details) for such
8 purposes.

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

12 53. Interim Stay Of Proceedings. The Parties agree to refrain from further litigation in
13 the Action, except such proceedings necessary to implement and obtain an Order granting Final
14 Approval of the terms of the Stipulation. The Parties further agree that the mutual, voluntary
15 cessation of litigation shall terminate either as of the Effective Date or the date upon which this
16 Stipulation has been denied by the Court and all subsequent attempts to cure deficiencies pursuant
17 to Paragraph 27 have ended.

18 54. Invalidity Of Any Provision. Before declaring any provision of this Stipulation
19 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
20 consistent with applicable precedents so as to define all provisions of this Stipulation valid and
21 enforceable.

22 55. Class Certification For Settlement Purposes Only. The Parties agree to stipulate to
23 class certification only for purposes of the Stipulation. If, for any reason, the Stipulation is not
24 approved, the stipulation to certification will be void. The Parties further agree that certification for
25 purposes of the settlement is not an admission that class certification is proper under the standard
26 applied to contested certification motions and that this Stipulation will not be admissible in this or
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any other proceeding as evidence that (i) a class should or should not be certified or (ii) Defendant is or is not liable to the Class Representatives or the putative Class Members.

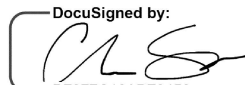
56. All Terms Subject To Final Court Approval. All amounts and procedures described in this Stipulation shall be subject to final Court approval.

57. Execution Of Necessary Documents. All Parties shall execute all documents reasonably necessary to effectuate the terms of this settlement.

58. Binding Agreement. The Parties intend that this settlement shall be fully enforceable and binding on all Parties, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

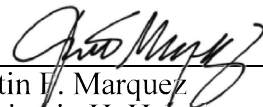
DATED: 7/6/2024, 2024

CLASS REPRESENTATIVE

By: 
DocuSigned by: 07077C16ABF8468...
 Chantha Svay
 Plaintiff and Class Representative

DATED: July 8, 2024

WILSHIRE LAW FIRM

By: 
 Justin H. Marquez
 Benjamin H. Haber
 Daniel J. Kramer

Attorneys for Plaintiff
 CHANTHA SVAY

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DATED: 7/15/2024, 2024

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

DocuSigned by:
Melis Atalay
By: 450C6DC1700F4D0...
Evan R. Moses
Melis Atalay
Daniel N. Rojas

Attorneys for Defendant
CERTAINTTEED LLC

DATED: Jul 12, 2024, 2024

DEFENDANT

For Defendant
By: _____
For Defendant CertainTeed LLC

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY MADERA

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

CHANTHA SVAY, on behalf of himself, putative class members, and all others similarly situated, Plaintiff, vs. CERTAINTEED LLC, a limited liability corporation; and DOES 1 through 10, inclusive, Defendants.	Case No.: _____ Judge: _____ Department: _____ NOTICE OF CLASS ACTION SETTLEMENT
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I. WHY DID I GET THIS NOTICE?

You are receiving this notice because the records of CertainTeed LLC (“CertainTeed or “Defendants”) indicate that you are a current or former employee who worked for CertainTeed within the State of California during the time period of August 6, 2018 through May 30, 2024 who was classified as non-exempt from overtime pay (the “Class”). As a result, you are eligible to receive a portion of a settlement that has been reached in the case entitled *Chantha Svay v. CertainTeed LLC*, (Case No. [REDACTED]) (the “Action”). This is not a notice of a lawsuit against you. **You are not being sued.**

The Court has ordered that this notice be sent to you because Defendants’ records indicate that you are a member of the Class. The purpose of this notice is to inform you of the proposed Settlement of the Action. The notice is also intended (i) to describe the Settlement, including how the Settlement monies will be allocated and how the Settlement may affect you, and (ii) to advise you of your rights and options with respect to the Settlement.

II. WHAT IS THIS LAWSUIT ABOUT?

On January 31, 2023, a person who formerly provided work for Defendants filed a lawsuit in which he alleged violations of California wage-and-hour laws on a representative class-wide basis as to all current and former employees in California who were classified as non-exempt from overtime pay, including: (1) failure to pay lawful wages including overtime; (2) failure to provide meal periods; (3) failure to provide rest breaks; (4) failure to timely pay wages at termination; (5) failure to provide accurate wage statements; and (6) unfair competition. On April 27, 2023, that same individual filed a separate action to seek civil penalties under the Private Attorneys General Act of 2004. Those two actions together are referred to as “The Action”. The individual who is suing Defendants is referred to in this document as “Plaintiff.” The Action was litigated in State and Federal Court prior to this Settlement.

Defendants deny each and all of the claims and allegations made by the Named Plaintiff. Defendants contend that the members of the Class have been paid all monies that were due to them, maintain that it has at all times complied with California's wage-and-hour laws, and vigorously deny any wrongdoing alleged by Plaintiff.

The Court has not ruled on whether Plaintiff's allegations have any merit. However, for the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiff and Defendants have negotiated a settlement whereby Defendants has agreed to pay \$1,950,000.00 to resolve the matter, and Class Members will be eligible to claim a portion of this amount. This settlement is not an admission by Defendants or their affiliates of any liability.

III. WHO IS INCLUDED IN THIS ACTION?

All persons who work or worked as non-exempt employees employed by CertainTeed in California at any time between August 6, 2018 and May 30, 2024 (the "Class Period").

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the parties' proposed Settlement, the following will occur if the Settlement is given final approval by the Court:

A. Defendants will pay One Million Nine Hundred Fifty Thousand Dollars and Zero Cents (\$1,950,000.00) to settle the claims of all Class Members.

B. A claims administrator has been appointed by the Court to administer the Settlement. The claims administrator will pay from the \$1,950,000.00: **(1)** Plaintiff's counsel's attorneys' fees, up to \$682,500.00; **(2)** Plaintiff's counsel's costs, up to \$40,000.00; **(3)** the expenses of administering the Settlement, up to the amount of \$12,750.00; **(4)** an enhancement award of \$10,000.00 for Plaintiff; **(5)** a payment of \$37,500.00 to the California Labor & Workforce Development Agency, representing 75% of the \$50,000.00 allocated to the Settlement of Plaintiff's claim for penalties under PAGA; and **(6)** \$12,500.00 to PAGA Group Members, representing 25% of the \$50,000.00 allocated to the Settlement of Plaintiff's claim for penalties under PAGA. The remainder of the \$1,950,000.00 will be available to make individual Settlement payments to Class Members.

C. The amount to be distributed to Class Members will be divided among all Class Members. The amount of money you will receive will be based on the total amount to be distributed to Class Members, after the amounts described in paragraph IV.B, above, are deducted, divided by the number of aggregate qualified weeks worked by all Class Members during the Class Period to produce a "Weekly Settlement Value." A "qualified week" is any week in which a Class Member worked for Defendant in California in a non-exempt job position during the Class Period. A "qualified pay period" is any week in which a Class Member worked for Defendant in California in a non-exempt job position during the PAGA Period, which is February 13, 2022 through May 30, 2024. If you do not opt out of the Settlement, you will be eligible to receive a settlement payment in the amount of the total number of qualified weeks you worked for Defendant during the Class Period multiplied by the Weekly Settlement Value, less applicable withholdings.

According to Defendant's records, you worked XX qualified weeks and YY qualifying pay periods. Your estimated individual settlement payment is: \$INDIVIDUAL'S AMOUNT.

If you dispute the number of qualifying workweeks or qualifying pay periods, you must produce any available supporting evidence to the Settlement Administrator of the date that you contend that you worked between during the Class Period by no later than _____ (45 days after the class notice if mailed). The Settlement Administrator will evaluate the evidence and make the decision as to which dates should be applied.

D. If the Court grants final approval of the Settlement Agreement and you do not opt out of the Settlement, then you will release CertainTeed LLC and all of CertainTeed LLC's current or former parent companies, subsidiary companies and/or related companies, partnerships, joint ventures, affiliates, divisions, and/or staffing agencies, and, with respect to each of them, all of their and/or such related entities' predecessors and successors, and, with respect to each such entity, all of its past, present, and/or future, direct and/or indirect employees, officers, partners, principals, directors, stockholders, managers, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), investors, and any other persons acting by, through, under, or in concert with any of the persons or entities listed herein, and their successors (the "Released Parties"), from any and all causes of action, claims and/or legal theories that were alleged in the Action, both potential and actual, that were alleged or reasonably could have been alleged based on the facts and theories of the Amended Complaint, including but not limited to claims for: failure to provide proper meal periods; failure to provide proper rest periods; failure to pay wages due, including but not limited to minimum wages, straight-time wages, overtime wages, vacation pay, sick pay, meal period premiums, rest period premiums, reporting time wages, split differentials, and bonuses; failure to reimburse for all necessary expenditures or losses; failure to pay all wages timely at the time of termination and/or during employment; failure to provide complete, accurate or properly formatted wage statements; failure to maintain accurate records of hours worked and meal periods; failure to provide sick pay and failure to provide information pertaining to sick pay balances, amount of sick pay available for use, and/or payments on wage statements; unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint (collectively, the "Released Class Claims"). Released Class Claims include all claimed or unclaimed compensatory, consequential, incidental, liquidated, punitive and exemplary damages, restitution, interest, costs and fees, injunctive or equitable relief, and any other remedies available at law or equity allegedly owed or available to the Class arising or reasonably flowing from the Complaint against the Released Parties for the time period from the beginning of time up to and including the last date of the Class Period. You will be barred from prosecuting any of the Released Class Claims against the Released Parties.

You will also release claims for civil penalties pursuant to the Private Attorneys General Act of 2004 against the Released Parties irrespective of whether you opt out of the Settlement,

including all causes of action, claims, and/or legal theories for civil penalties, both potential and actual, that were alleged or reasonably could have been alleged based on the facts and theories of the operative complaints in the Action, including but not limited to claims for: failure to provide proper meal periods; failure to provide proper rest periods; failure to pay wages due, including but not limited to minimum wages, straight-time wages, overtime wages, vacation pay, sick pay, meal period premiums, rest period premiums, reporting time wages, split differentials, and bonuses; failure to reimburse for all necessary expenditures or losses; failure to pay all wages timely at the time of termination and/or during employment; failure to provide suitable seats; failure to provide complete, accurate or properly formatted wage statements; failure to provide sick pay and failure to provide information pertaining to sick pay balances, amount of sick pay available for use, and/or payments on wage statements; any other claims for civil penalties under the wage and hour laws pleaded in the Action or that are based on the same predicate facts or primary rights associated with such laws; and all civil penalties and other amounts recoverable under said causes of action under California law, to the extent permissible, including but not limited to the California Labor Code and the applicable Wage Orders.

V. WHAT ARE MY OPTIONS?

A. *You may accept your share of the \$1,950,000.00 Settlement and be bound by the release of all Class Claims described above.* There is no action required by you if you want to accept your share of the Settlement, unless you need to report a change of address. Settlement awards will be paid by check after the settlement is given final approval by the Court. The checks will be mailed to you by the claims administrator. Your check will remain valid and negotiable for one hundred eighty (180) days from the date on which it is issued. After those one hundred eighty (180) days expire, the check will become void. You will still be bound by the settlement even if you don't cash your settlement check. Unclaimed funds will be sent to the California State Controller's Office Unclaimed Property Fund in the name of the Class Member and/or PAGA Group Member to whom the funds were distributed.

B. *You may exclude yourself from the settlement, in which case you will not receive your share of the settlement and you will not be bound by the settlement.* If you choose to be excluded, by no later than [REDACTED] (45 calendar days after mailing of this Notice), you must send a written request for exclusion, by mail, to the claims administrator, [REDACTED]. In order to be considered valid, your request for exclusion *must* be timely sent and *must* include your name, your address, a request for exclusion, and your signature.

C. *You may object to the Settlement.* The procedures for objecting to the Settlement are described below in Section VIII of this form.

VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The claims administrator will calculate your share of the Settlement and will issue you a check.

B. 25% of your share of the Settlement will be considered wages from which ordinary tax withholdings will be deducted. No tax deductions shall be made from the remaining 75% of

your share of the Settlement. You will be given IRS tax forms for each of these amounts. You are responsible for paying the correct amount of taxes on each portion of your share of the Settlement.

C. It is important for the parties to have your current address in order to be able to send you other mailings regarding the Action. You should contact the claims administrator to report any change of your address after you receive this Notice. Failure to report a change of address may result in you not receiving your share of the Settlement money.

VII. HEARING ON PROPOSED SETTLEMENT

A final fairness hearing will be held before the Court on [REDACTED], 2024, at [REDACTED] a.m., in Department ___ of the Madera County Superior Court, located at the 200 South G Street, Madera, CA 93637 to decide whether or not the proposed Settlement is fair, reasonable, and adequate. The Court may adjourn or continue the hearing without further notice to you.

You are not required to attend the hearing. Counsel for Plaintiff and the Class will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense.

VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

If you don't think the Settlement is fair, you can object to the Settlement and tell the Court that you don't agree with the Settlement or some part of it. The Court will consider your views. To object, you must send a letter, which you sign, saying that you object to the Settlement of *Svay v. CertainTeed LLC*, Case No. _____. Be sure to include the case name and case number (as shown in the preceding sentence), your name, your address, the specific reasons you object to the terms of the Settlement, and your signature. If you wish to speak at the Final Approval Hearing, you must also indicate in your objection letter that you intend to appear at the Final Approval Hearing. To make a written objection, you must mail the objection to the address listed below postmarked or faxed to (800) [REDACTED] on or before [REDACTED], 2024 (*45 days after mailing this notice*). Even if you fail to timely submit a written objection to the Settlement Administrator, you may appear at the Final Approval Hearing to object to the Settlement.

IX. EXAMINATION OF COURT PAPERS AND QUESTIONS

This Notice summarizes the Settlement. For more detailed information, you may view a complete copy of the Settlement Agreement, and any papers filed in the Action, which are on file with the Clerk of the Court, case numbers MCV089326 and _____. The pleadings and all other records from this litigation may be examined by inspecting the Court file in the at the Superior Court, located at _____.

If you have any questions, you can call the Claims Administrator at [REDACTED] or any of Class Counsel (see below for phone numbers.) PLEASE DO NOT CALL THE COURT OR DEFENDANTS REGARDING THIS SETTLEMENT.

<u>Class Counsel:</u> WILSHIRE LAW FIRM Justin F. Marquez	<u>Counsel for CertainTeed LLC.</u> OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
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justin@wilshirelawfirm.com Benjamin H. Haber, benjamin@wilshirelawfirm.com Daniel J. Kramer dkramer@wilshirelawfirm.com 3055 Wilshire Blvd., 12 th Floor Los Angeles, CA 90010 Telephone: 213-784-3830 Facsimile: 213-381-9989	EVAN R. MOSES, CA Bar No. 198099 evan.moses@ogletree.com MELIS ATALAY, CA Bar No. 301373 melis.atalay@ogletree.com DANIEL N. ROJAS, CA Bar No. 326115 daniel.rojas@ogletree.com 400 South Hope Street, Suite 1200 Los Angeles, CA 90071 Telephone: 213-239-9800 Facsimile: 213-239-9045
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Exhibit 2

CASE NAME: SVAY V. CERTAINSTEED

Requesting Attorney: Justin Marquez

Date: April 26, 2024

Plaintiff or Defense: Plaintiff

Prepared By: Tim Phillips

Firm Name: Wilshire Law Firm

50 Corporate Park, Irvine CA 92606

Telephone: (213) 381-9988

Tim@CPTGroup.com

Email: justin@wilshirelawfirm.com

Direct Number: (818) 415-2703

Main Number: (800) 542-0900

PROJECT ASSUMPTIONS & ADMINISTRATIVE COSTS

Class Size: 700

Undeliverable Mail Rate: 8%

Opt-Out Filing Rate: 1.5%

Payment Option: Check

No. of Checks Issued: 690

Unclaimed Funds: SCO

Language Translation Services: Yes

Postage Total: \$1,168.62

Settlement Website: Static Website

Grand Total: \$18,016.03

Notice Procedures: Mail

CPT'S DISCOUNTED FEE: \$12,250.00

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

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

CASE SETUP

After receiving the data, CPT will scrub all records to eliminate duplicates and anomalies, ensuring a higher success percentage in delivering the Class Notice. Each Class Member will receive a unique mailing ID that will be utilized for all administrative purposes. CPT will translate the court Notice and opt-out form into Spanish. The Settlement Website will publish the complete notice and all relevant settlement documents for downloading.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	7	\$665.00
Programming: Data Base Setup	\$150.00	7	\$1,050.00
Spanish Translation	\$1,200.00	1	\$1,200.00
Static Website	\$500.00	1	\$500.00
Sub Total:			\$3,415.00

DIRECT MAIL NOTIFICATION

CPT will perform an address update via NCOA and, if necessary, conduct an additional skip trace in order to ensure that mail is delivered to the most current address possible. A detailed notice and a one-page opt-out form will be mailed in English and Spanish.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Documents	\$95.00	2	\$190.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
XML Lex ID Skip Trace	\$0.85	70	\$59.50
Print & Mail Notice Packets	\$1.50	700	\$1,050.00
First-Class Postage (up to 2 oz.)*	\$0.88	700	\$616.00
Sub Total:			\$2,050.50

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

PROCESS RETURNED UNDELIVERABLE MAIL

According to CPT's historical data, 8% of the notices would be returned as undeliverable. Upon notification from USPS, CPT will conduct a skip trace to try to find a current address. As a result, 70% of the undeliverable notice packets are remailed.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	1	\$60.00
Update Undeliverable Mail Database	\$0.50	56	\$28.00
Skip Trace for Best Address	\$1.00	50	\$50.00
Print & Remail Notice Packets	\$1.50	39	\$58.50
First-Class Postage (up to 2 oz.)	\$0.88	39	\$34.32
Sub Total:			\$230.82

OPT-OUT PROCESSING

CPT will thoroughly examine the submitted responses to identify and remove any duplicates, fraudulent entries, or other invalid submissions. CPT will handle the processing and verification of any opt-outs, objections, and other responses submitted by class members. Deficient opt-outs will be sent a notice by mail, offering the class member a chance to cure.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: De-duplication/Scrubbing	\$150.00	5	\$750.00
Project Manager: Validate Opt-Outs	\$95.00	1	\$95.00
Clerical Staff	\$60.00	1	\$60.00
Opt-Out Processing	\$2.50	11	\$26.25
Print & Mail Deficiency/Dispute Notices	\$1.50	1	\$1.50
First-Class Postage (up to 1 oz.)	\$0.68	1	\$0.68
Review & Process Deficiency Responses	\$10.00	1	\$10.00
Sub Total:			\$943.43

CLASS MEMBER SUPPORT

CPT will establish a toll-free telephone number equipped with interactive voice response (IVR) capabilities and live customer support representatives. Live support will be available during regular business hours, Monday to Friday, 9:00 AM to 5:30 PM, Pacific Time (PT). The dedicated case phone number shall be operational for a maximum of 120 days following the disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	140	\$420.00
Sub Total:			\$720.00

SSN VERIFICATION

Authenticate Social Security Number for validity using IRS verification processes and/or IRS backup withholdings processes.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	690	\$68.95
Sub Total:			\$503.95

DISTRIBUTION SERVICES

CPT will establish and oversee the administration of the 26 CFR § 1.468B-1 compliant Qualified Settlement Fund (QSF) for a maximum duration of one year following the distribution of funds. Once approved, CPT will conduct the essential calculations and distribute funds. CPT will send a magnetic ink character recognition (MICR) check to class members who are eligible. CPT employs a Payee Positive Pay System to reconcile cashed checks and performs monthly account reconciliations for the QSF. Undeliverable checks are skip traces to determine a current address and are remailed accordingly. Requests for check reissues will be processed continuously and mailed to class members.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Programming: Setup & Printing of Checks	\$150.00	3	\$450.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$2.50	690	\$1,723.75
First-Class Postage (up to 1 oz.)	\$0.68	690	\$468.86
Project Supervisor: Account Reconciliation	\$150.00	12	\$1,800.00
Update Undeliverable Checks Database	\$0.50	34	\$17.24
Skip Trace for Best Address	\$1.00	34	\$34.48
Remail Undeliverable Checks	\$2.50	31	\$77.50
First-Class Postage (up to 1 oz.)	\$0.68	31	\$21.08
Re-Issue Checks as Required	\$5.00	28	\$140.00
First-Class Postage (up to 1 oz.)	\$0.68	28	\$19.04
Sub Total:			\$6,291.94

TAX REPORTING & SETTLEMENT CONCLUSION

CPT prepares annual tax reporting on behalf of the QSF and Federal and State taxes in accordance with current state and federal regulations.

All parties will be furnished with weekly and final reports. A declaration attesting to due process will be provided to all parties.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
CA Tax Preparation*	\$600.00	1	\$600.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
Sub Total:			\$3,040.00

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

SCO ESCHEATMENT PROCESSING

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%			
ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
UPEnterprise Reporting Services	\$0.15	145	\$21.75
Project Manager: Reporting & Remittance	\$95.00	2	\$190.00
Project Supervisor: Review of Report	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.64	1	\$8.64
Add'l Account Recons	\$150.00	3	\$450.00
Sub Total:			\$820.39

Total Administration Costs: \$18,016.03

Courtesy Discount: -\$5,766.03

CPT'S DISCOUNTED FLAT FEE: \$12,250.00

TERMS AND CONDITIONS

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

1. Definitions.

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

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

- b) Incident Notification. Each party will promptly inform the other parties in the event of a breach of Client Data in their possession and shall utilize best efforts to assist the other parties to mitigate the effects of such incident.

6. Qualified Settlement Fund Account. At Client's request, CPT shall be authorized to establish one or more bank accounts at an Approved Bank. The amounts held at the Approved Bank under this Agreement are at the sole risk of Client. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.

7. Fees and Payment. Pricing stated within the proposal is good for 90 Days. All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the Client data and /or notice documents. Client will be invoiced for any remaining fees according to the applicable Order. Pricing stated within any proposal from CPT to Client is for illustrative purposes only and is only binding upon an Order executed by CPT and Client. Payment of fees will be due within 30 days after the date of the invoice, except where this Agreement expressly prescribes other payment dates. All fees set forth in an Order are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation.

8. Term and Termination.

- a) Term. The Term is set forth in the Order. The Agreement may be renewed by mutual written agreement of the parties.
- b) Termination for Cause. Either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- c) Bankruptcy Events. A party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
- d) Effect of Termination. Immediately following termination of this Agreement, upon Client's written request, Client may retrieve Client Data via Client's secure FTP site in the same format in which the Client Data was originally inputted into the Software, at no additional charge. Alternatively, Client Data can be returned in a mutually agreed format at a scope and price to be agreed. CPT will maintain a copy of Client Data and Client Content for no more than four (4) years following the date of the final check cashing deadline for Class Members under the Settlement Agreement, after which time any Client Data and Client Content not retrieved will be destroyed.
- e) Final Payment. If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.

Confidentiality. Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement.

- a) Compelled Disclosure. If receiving party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such party shall (i) promptly notify the other party; (ii) reasonably cooperate with the other party in such party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed; and (iii) shall disclose only that portion of such information which each party is advised by its counsel in writing is legally required to be disclosed.

- b) Remedies. If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.

10. Intellectual Property. As between the parties, CPT will and does retain all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. Client retains all ownership rights to Client Data.

11. Indemnification. Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, Covered CPT Parties") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Client Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.

12. Warranties. Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) the Agreement is a legally valid and binding obligation of such party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

13. Liability.

- a) Liability Cap. EXCEPT FOR A PARTY'S WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL CLAIMS ADMINISTRATOR FEES PAID OR PAYABLE BY CLIENT TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.

- b) Exclusion of Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Communications. CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.

15. Miscellaneous Provisions.

- a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
- b) Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
- f) Assignment. Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.
- h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.
- i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
- m) Subcontractors. CPT shall notify Client of its use of any subcontractors to perform Client-specific Services. CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.
- o) Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.
- p) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

Exhibit 3



ELM Solutions

2022 Real Rate Report[®]

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

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Report Use Considerations

2022 Real Rate Report

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

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

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

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

Some key factors¹ that drive rates²:

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

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

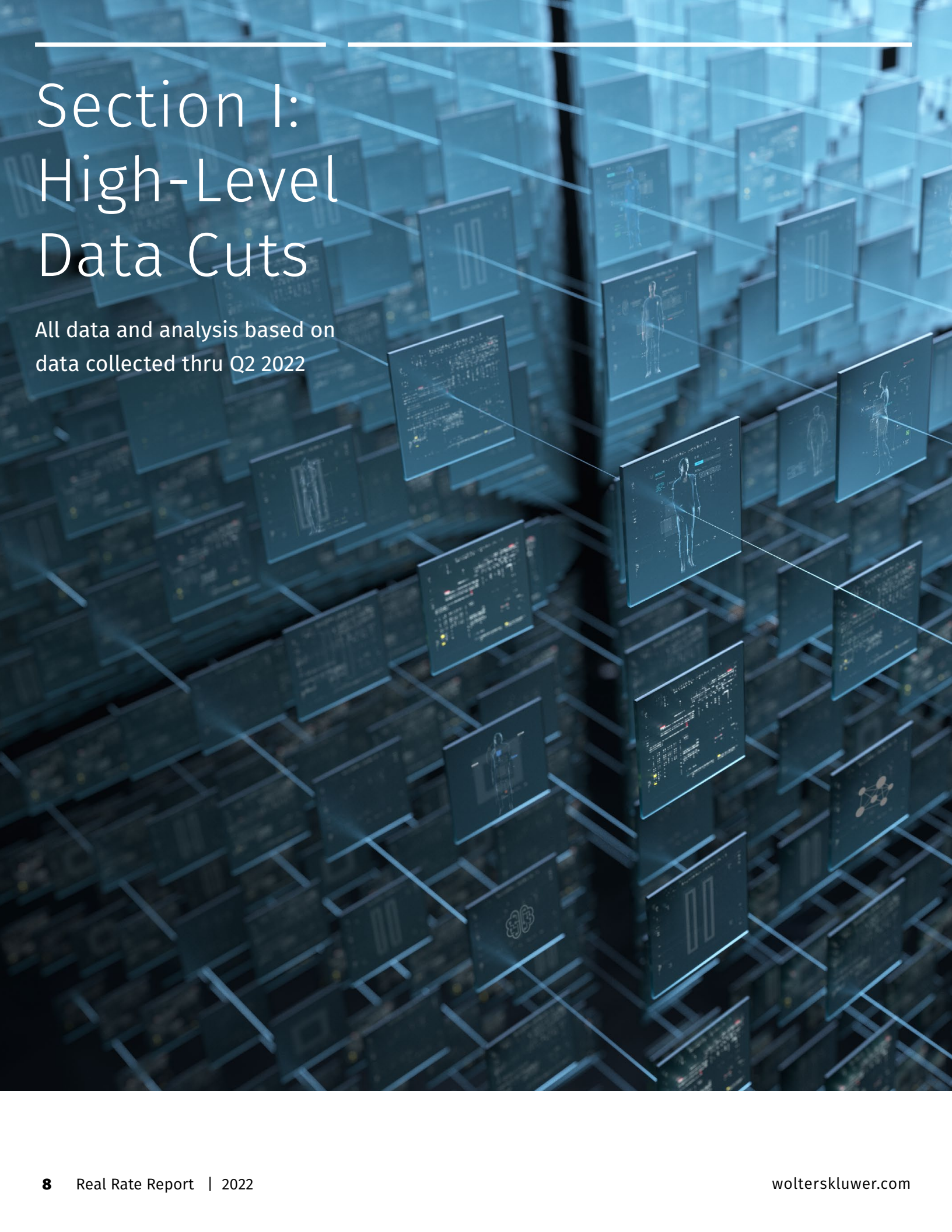
Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural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

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

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

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

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



Section I: High-Level Data Cuts

All data and analysis based on
data collected thru Q2 2022

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Associate

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Partner

Trend Analysis - Mean

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



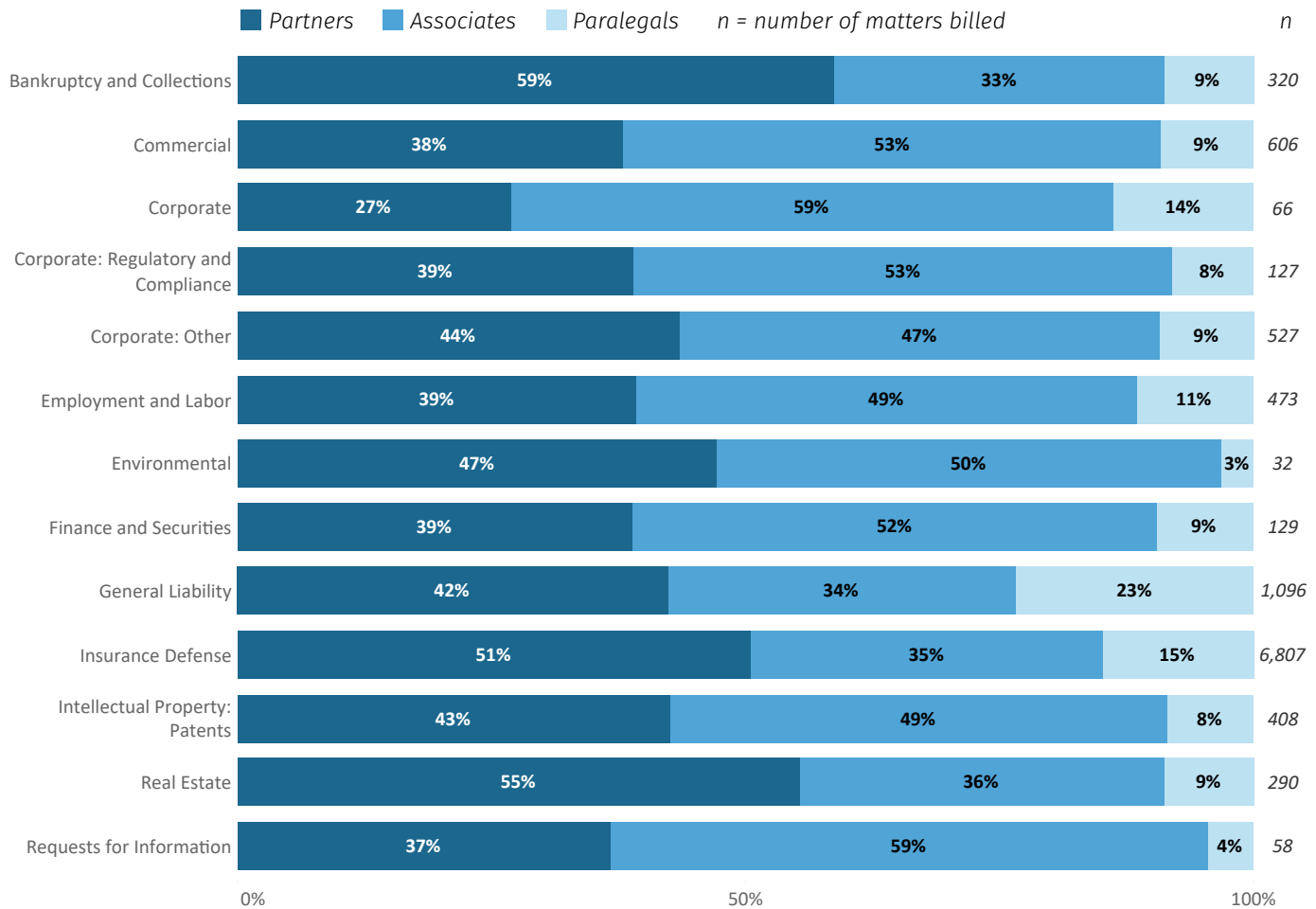
Section VI: Matter Staffing Analysis

All data and analysis based on
data collected thru Q2 2022

Section VI: Matter Staffing Analysis

Long Litigation Matters, More Than 100 Total Hours Billed

2019 to 2022 -- Percentage of Hours Billed per Matter



Section VII: Data Methodology

All data and analysis based on
data collected thru Q2 2022

Appendix: Data Methodology

Invoice Information

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

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

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

Non-Invoice Information

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

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

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

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

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

Appendix: Data Methodology

A Note on US Cities

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

Appendix: Data Methodology

Bankruptcy and Collections

Chapter 11
Collections

General/Other
Workouts and Restructuring

Commercial (Commercial Transactions and Agreements)

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

Corporate¹

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

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

Employment and Labor

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

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

Environmental

General/Other
Health and Safety

Superfund
Waste/Remediation

Finance and Securities

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

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

General Liability

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

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

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

Exhibit 4

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Business & Practice

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

By Roy Strom

Column

June 9, 2022, 2:30 AM

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

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

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

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

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

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

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

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

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

Charge It Up

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

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

Source: Court documents

Bloomberg Law

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Worth Your Time

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

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

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



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

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Documents

[Trustee's Objection](#)

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PROOF OF SERVICE

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STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

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

On December 23, 2024, I served the **DECLARATION OF BENJAMIN H. HABER IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

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Attorneys for Defendant

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

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

Executed on December 23, 2024, at Los Angeles, California.



Rebecca Padilla