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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

MANUEL REFUGIO GARCIA, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

ALMANSOR COURT INC., a California Corporation; MAVERICK HOSPITALITY INC., a California Corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: 25STCV28925

[Assigned for all purposes to the Hon. Carolyn B. Kuhl, Dept. 12]

DECLARATION OF TYLER J. WOODS IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT

Settlement Approval Hearing:
Date: March 15, 2027
Time: 1:45 p.m.
Dept: 12

Complaint filed: September 30, 2025
FAC: August 6, 2026
Trial date: None Set

DECLARATION OF TYLER J. WOODS

I, Tyler J. Woods, declare as follows:

1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am a Senior Partner at Wilshire Law Firm, PLC ("WLF" or "PAGA Counsel"), counsel for Plaintiff Manuel Refugio Garcia ("Plaintiff") in this matter. I am thoroughly familiar with and have personal knowledge of all the facts set forth herein.

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

Relevant Facts and Procedural History

3. On September 30, 2025, Plaintiff filed a class action complaint alleging against Defendants Almansor Court Inc. and Maverick Hospitality, Inc. ("Defendants") the following causes of action: 1) failure to pay minimum and straight time wages; 2) failure to pay overtime wages; 3) failure to provide meal periods; 4) failure to authorize and permit rest periods; 5) failure to indemnify employees for expenditures; 6) failure to provide accurate itemized wage statements; 7) failure to timely pay final wages at termination; 8) failure to timely pay wages during employment and 9) unfair business practices under the Unfair Competition Law ("UCL"), Bus. & Prof. Code § 17200, *et seq*.

4. On October 1, 2025, pursuant to the Private Attorneys General Act ("PAGA"), Lab. Code § 2698, *et seq*., Plaintiff gave timely written notice to Defendants and the LWDA of the specific Labor Code provisions alleged to have been violated, including the facts and theories in support, Case No. LWDA-CM-1129053-25 ("PAGA Notice"). Lab. Code § 2699.3(a). A true and correct copy of the PAGA Notice is attached as **Exhibit 1**.

5. The LWDA did not give notice of any intent to investigate claims within the statutory waiting period. Accordingly, on August 6, 2026, Plaintiff filed a First Amended Complaint ("FAC") adding a PAGA cause of action seeking civil penalties for violations alleged in the PAGA Notice.

6. PAGA Counsel conducted a thorough investigation of the claims and defenses at issue and all applicable law and obtained, through informal discovery, Plaintiff's personnel file,

Aggrieved Employees' time and payroll records, and Defendants' written policies in effect during the PAGA Period, from October 1, 2024, through February 1, 2026. Defendants also provided evidence of a prior PAGA settlement and financial hardship.

7. Plaintiff also hired a consultant to review the relevant time and payroll records. Based on all information available, having considered the claims and defenses at issue, as well as the low number of pay periods, the consultant's analysis, and Defendant's financial condition, the Parties agreed, in the interests of justice and judicial efficiency, that the early and efficient resolution of all claims was warranted.

8. The Parties negotiated the proposed Settlement in good faith based on the informal exchange of information sufficient to satisfy the criteria for court approval set forth in *Moniz v. Adecco USA, Inc*. (2021) 72 Cal. App. 5th 56. Moreover, the negotiations were adversarial and at arm's length, as both Parties were prepared to proceed to trial if they were unable to resolve all claims. Settlement terms are set forth in the Parties' Amended PAGA Settlement Agreement ("Agreement"). A true and correct copy of the Agreement is attached as **Exhibit 2**.

The Settlement

9. "Aggrieved Employees" means all current and former non-exempt employees employed by Defendants in California who worked for Defendants at any time during the PAGA Period. Agreement § 1.4

10. "PAGA Period" means the period from October 1, 2024, through February 1, 2026. Agreement § 1.23.

11. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period. Agreement § 1.22.

12. "Released Parties" means Defendants and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates. Agreement § 1.29.

13. "Effective Date" means the date on which the Judgment becomes final. Agreement § 1.19. If the LWDA does not object to the Settlement, the Judgment is final the day it is entered. If the LWDA objects, the Judgment is final the day after the deadline for filing a

notice of appeal from the Judgment, or, if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

14. "Approval Order" means Court's order granting approval of the Settlement. Agreement § 1.7.

15. The Agreement provides for a Gross Settlement Amount ("GSA") of $117,000.00 to resolve the Action in its entirety. Agreement §§ 1.13, 3.1.

16. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date. Agreement § 4.3.

17. Subject to Court approval, the following payments will be deducted from the GSA: 1) an Enhancement Award not to exceed $10,000.00; 2) a PAGA Counsel Fees Payment not to exceed 33.33% of the GSA (currently $38,996.10); 3) a PAGA Counsel Litigation Expenses Payment not to exceed $10,000.00 (currently $7,639.29); and 4) an Administration Expenses Payment not to exceed $3,500.00. Agreement § 3.2.

18. If the Court approves the Settlement and these payments, the amount remaining ($56,864.61) will be paid to the LWDA and Aggrieved Employees to settle all PAGA claims ("PAGA Penalties"). Agreement §§ 1.18, 1.26, 3.2.4.

19. The PAGA Penalties will be allocated 65% ($36,962.00) to the LWDA ("LWDA PAGA Payment") and 35% ($19,902.61) to Aggrieved Employees ("Net Settlement Amount"). Agreement § 1.26.

20. If the Court approves any payment less than the amount requested above, the Administrator will retain the remainder in the Net Settlement Amount to be disbursed to Aggrieved Employees on a pro-rata basis as Individual PAGA Payments. Agreement § 3.1.

21. The Administrator will calculate each Individual PAGA Payment by (a) dividing the Net Settlement Amount ($19,902.61 + $2,360.71) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Agreement §§ 1.26, 3.2.4.1.

22. Defendants estimate that approximately 67 Aggrieved Employees worked 1,795

PAGA Pay Periods during the PAGA Period. Agreement § 4.1.

23. The estimated value of each PAGA Pay Period is $12.40 ($19,902.61 + $2,360.71 ÷ 1,795), and the average Individual PAGA Payment is approximately $332.29 ($19,902.61 + $2,360.71 ÷ 67).

24. "Plaintiff's Release" provides in pertinent part that Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys (including PAGA Counsel), administrators, successors, and assigns generally, release and discharge Released Parties from (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint, First Amended Complaint and Plaintiff's PAGA Notice and (b) any other claims, debts, liabilities, demands, damages, obligations, actions and causes of actions, of any nature whatsoever, whether known or unknown, or suspected or unsuspected, arising out of or in connection with Plaintiff's employment with Defendants, the separation of such employment, or any other act, omission or event occurring between the Parties at any time prior to the date Plaintiff executed this Agreement ("Plaintiff's Release"). Agreement § 5.1.

25. Plaintiff's Release is a general release, and Plaintiff also waives rights under Civil Code § 1542. Agreement §§ 5.1, 5.1.1.

26. The "Release by Aggrieved Employees" provides that "[a]ll Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and the PAGA Notice that are alleged to have occurred during the PAGA Period." Agreement § 5.2.

27. Defendants will provide Aggrieved Employee identifying information in Defendants' possession ("Aggrieved Employee Data") to the Administrator not later than fifteen (15) days after the Court grants Approval. Agreement §§ 1.5, 1.7, 4.2.

28. Within fourteen (14) days after Defendants fund the GSA, the Administrator will mail all checks for all payments via First-Class U.S. Mail, and Individual PAGA Payments shall be disbursed before the PAGA Counsel Fees and Litigation Expenses Payments. § 4.4.

29. The Administrator will issue Aggrieved Employees IRS Form 1099s for Individual PAGA Payments. Agreement § 3.2.4.2.

30. Checks to Aggrieved Employees shall prominently state the date when the check will be voided (not less than 180 days after the date of mailing). Agreement § 4.4.1.

31. Before mailing any check, the Administrator must update recipients' mailing addresses using the National Change of Address ("NCOA") Database. Agreement § 4.4.1.

32. Within five (5) days of receiving a check returned as undeliverable, the Administrator must re-mail the check to the USPS forwarding address provided or to any address ascertained through an Address Search. Agreement § 4.4.2.

33. The Administrator shall transmit the funds represented by any Individual PAGA Payment check that is uncashed and cancelled after the void date to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee. Agreement § 4.4.3.

Investigation & Analysis

34. Defendants dispute and deny Plaintiff's allegations and maintain not only that Plaintiff and other Aggrieved Employees were properly compensated, but also that Defendants did not violate any Labor Code provision. Defendants' defenses include that any alleged violation was not willful. Defendants also contend that the award of the potential maximum amount of civil penalties would be unjust, arbitrary, and oppressive, given Defendants' documented financial condition.

35. While Plaintiff is confident in the merits of the case, a legitimate controversy exists as to each cause of action for penalties, the factual allegations, the evidentiary basis, and the underlying claims. For example, while Plaintiff assumed a 100% violation rate for rest periods, Plaintiff's consultant found a meal period violation rate of approximately 16% (for shifts over 6 hours). Plaintiff also took into account the fact that continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and potentially reduce any recovery to the LWDA and Aggrieved Employees. Assuming, therefore, that Plaintiff could prove at least one violation per PAGA Pay Period and the Court awarded $100.00 in PAGA penalties for each of 1,795 PAGA Pay Periods, a conservative estimate of Defendants' maximum exposure

would be approximately $179,500.00, subject to further reduction by the Court. The GSA is thus approximately 65% of Defendants' maximum exposure ($117,000.00 / $179,500.00).

36. However, taking into account Defendants' reasonable defenses and evidence of financial hardship, Plaintiff discounted Defendants' maximum exposure by 50%, such that Defendants' estimated realistic exposure is $89,750. The PAGA Penalties represent 63% of that figure ($56,864.61 / $89,750).

37. Considering the risks of litigation, the burdens of proof necessary to establish liability, and the likelihood of appeal from a favorable judgment, as well as the Court's discretion to reduce civil penalties, Plaintiff reasonably balanced the strengths and weaknesses of his claims against the risk of continued litigation to resolve the PAGA claims in their entirety. The Gross Settlement Amount of $117,000.00 is thus fair and reasonable and in the State and the public's best interests.

Class Counsel Fees and Costs

38. Plaintiff is represented by WLF. The attorneys at WLF performed significant work and expended litigation costs in prosecuting this matter with no guarantee of payment.

39. WLF has been selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600 employees. WLF is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California.

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

41. I graduated from the University of California, Davis in 1999 with a Bachelor of Arts degree in Communications with minors in Spanish and Psychology. I received my Juris Doctor from USC Gould School of Law in 2004.

42. Upon graduating from law school in 2004, I worked for international firm

McDermott Will & Emery LLP practicing general litigation which included employment law matters. Since 2010, and exclusively since 2013, my practice has focused on labor and employment matters, including wage and hour class, collective, and PAGA representative actions, including at the law firms of McDermott Will & Emery LLP (where I was a partner), Pacific Trial Attorneys (where I was a partner), and labor and employment powerhouse Fisher Phillips (where I was a partner and head of Fisher Phillips Class Action Practice Group). At these law firms, I was the lead trial counsel or took a leading role in defending employers on numerous wage and hour class, collective, and representative actions. Under my leadership during my tenure as defense counsel, I successfully defeated class certification of a potential 10,000 plus class on behalf of a nationwide quick service restaurant and negotiated several wage and hour class actions that were subsequently approved by the Courts.

43. In late March 2024, I left Fisher Phillips and joined WLF to represent plaintiff employees. I have been and am litigating many wage and hour class and representative actions on behalf of plaintiff employees in numerous Superior Courts. Representing both plaintiffs and defendants, I have successfully mediated the resolution of many wage and hour class, collective, and representative actions.

44. In July 2025, I obtained a jury verdict in excess of $6,000,000 in a wage and hour case in Los Angeles Superior Court against Javier's Cantina & Grill (Los Angeles Superior Court Case No. 19STCV36438).

45. I have received numerous awards for my legal work. For example, in 2009-2011 and 2014, I was listed as a Rising Star in Los Angeles Super Lawyers (Thomas Reuters). I have also served on numerous prominent boards and in other leadership positions and currently serve on the board of the Orange County Chapter of the California Restaurants Association.

46. I have also presented monthly webinars on labor and employment issues to hundreds of participants since 2022, including on wage and hour issues. For example, while a partner with Fisher Phillips, I presented "10 Reasons Employers Get Sued and How to Avoid These Mistakes" and "Key Insights for Hospitality Employers: Arbitration Agreements 101." My current billing rate is $1,200 per hour.

47. James Yoo is a Senior Attorney at WLF. He graduated from the University of California, Los Angeles with a Bachelor of Arts in Philosophy and earned his Juris Doctor degree from University of California, Los Angeles School of Law. He was admitted to practice law in California in 2016. Before joining WLF, Mr. Yoo served as head of the Wage and Hour Department at Warmuth Law, where he gained extensive experience managing wage and hour matters and negotiating settlements on behalf of employees. At WLF, he leads and manages multiple complex wage and hour class and PAGA representative actions. He is currently overseeing more than one hundred active class action and PAGA representative matters pending in courts throughout California. Mr. Yoo's current billing rate is $800.00 per hour.

48. Heriberto Ponce is an Attorney at WLF, where his practice focuses on complex employment litigation, including class and PAGA representative actions. He graduated from the University of Iowa College of Law in 2021 and was admitted to practice law in California the same year. Before joining WLF, Mr. Ponce practiced at Fisher Phillips LLP, where he represented private employers in a broad range of labor and employment matters, including wage and hour disputes, discrimination, retaliation, and other FEHA related claims. Prior to entering private practice, Mr. Ponce served as a Deputy District Attorney with the Riverside County District Attorney's Office, where he prosecuted criminal matters and gained extensive courtroom experience. Mr. Ponce's current billing rate is $550.00 per hour.

49. Ruby Carrera is an Associate Attorney at WLF. She graduated from the University of California, Davis with a Bachelor of Arts in Communications and earned her Juris Doctor from Santa Clara University School of Law in 2020. She was admitted to the California State Bar in 2022. Ms. Carrera has represented clients in both state and federal courts in a wide range of matters, including wrongful termination, workplace harassment, wage and hour disputes, partition actions, and real estate litigation. Before joining WLF, she focused her practice on single-plaintiff employment cases and gained significant experience litigating wage and hour claims and other employment-related disputes. Her practice now focuses on wage-and-hour law, PAGA matters. Ms. Carrera's current billing rate is $550.00 per hour.

50. Karen L. Wallace is a Senior Settlement Attorney at WLF. She earned a Ph.D. in

English at the University of California, Los Angeles, and taught literature and writing for many years. She returned to school in 2007 and earned a J.D. with a public service distinction from Southwestern Law School in 2010, when she was admitted to the California State Bar. Her practice has focused on complex wage and hour and consumer cases on behalf of plaintiffs, and she has litigated class and representative actions in both state and federal courts throughout California. Ms. Wallace's current billing rate is $950.00 per hour.

51. WLF's hourly rates are comparable to those charged by other class action plaintiffs' counsel and the firms defending class actions and well within the range of hourly rates in the Los Angeles legal marketplace for similar services accomplishing similar results. For example, in *Bronshteyn v. State of California*, Los Angeles County Superior Ct. No. 19SMCV00057, Order Granting Plaintiff's Motion for Statutory Attorneys' Fees and Costs filed March 30, 2023, an employment action brought by two small law firms (Levy, Vinick, Burrell & Hyams LLP and Law Offices of Wendy Musell), the court found that counsel's 2022 hourly rates of $1,100 and $1,000 per hour were reasonable for the plaintiff's five senior attorneys, including $1,000 per hour for the plaintiff's 23-year lead counsel and $850 per hour for a senior associate. These rates were then augmented by a 1.75 lodestar multiplier and affirmed by the California Court of Appeals. The rates requested here are well in line with those found reasonable in *Bronshteyn*. In *Tran v. Golden State FC LLC*, *et al*. (LASC Case No. BC699931), Fee Order filed 4/8/2022, the court found hourly rates of $1,300 per hour reasonable for plaintiff's 32-year attorney and $1,000 per hour reasonable for a 14-year attorney.

52. In support of the reasonableness of WLF's hourly rates, a true and correct excerpt from the *2025 Real Rate Report* published by Wolters Kluwer is attached as **Exhibit 3**. The Real Rate Report is widely relied upon in the legal industry because it is derived from anonymized billing data taken from actual law firm invoices submitted to clients and approved for payment, rather than from voluntary surveys or self-reported rates. Although the report refers to "2025" rates, the data reflects rates charged by law firms during the first half of 2024 and therefore represents the most recent available objective evidence of prevailing market rates.

a. The report provides rate information filtered by geographic market, practice type,

and timekeeper role. Page 33 of the report reflects rates drawn from 565 partners and 518 associates practicing in Los Angeles. In that dataset, the third-quartile hourly rate is $1,365 for partners and $982 for associates. These figures confirm that Los Angeles is a high-rate legal market where experienced litigation partners routinely bill in excess of $1,300 per hour based on rates actually paid by clients in 2024.

b. The 2025 Real Rate Report's practice-area-specific data further supports this conclusion. Page 81 provides third-quartile rates for the detailed practice category "Employment and Labor: Other Litigation," which is directly analogous to the type of work performed in this case. That dataset includes 24 partners and 14 associates and shows a third-quartile rate of $1,252 per hour for partners and $564 per hour for associates. These figures demonstrate that even within the specialized employment litigation market, partners regularly and actually bill well above $1,200 per hour. When considered with the broader regional market data, this practice-specific benchmark confirms that WLF's hourly rate for highly experienced counsel in a representative employment action falls within the range of prevailing market rates, rather than outside it.

c. The Real Rate Report does not provide 1st quartile or 4th quartile rates, presumably to provide average attorney billing rates. Importantly, the third quartile represents the point below which 75% of rates fall rather than a cap on reasonable rates, and a substantial portion of partners in the relevant benchmark market routinely bill above that level, particularly those with extensive experience, specialized expertise, or leadership roles in complex litigation. Courts evaluating fee requests recognize that lead counsel in complex or representative actions may reasonably bill above median or third-quartile benchmarks where their experience, results obtained, and responsibilities justify the higher rates. We firmly believe WLF belongs in the 4th quartile of attorney billing rates in Los Angeles.

53. As previously discussed, WLF is a nationally recognized employment litigation firm that has been named one of the nation's Best Law Firms by U.S. News & World Report and Best Lawyers since 2020, and its attorneys regularly litigate complex wage-and-hour class and representative actions throughout California.

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

55. WLF has performed significant work and incurred litigation costs in prosecuting this matter with no guarantee of any payment. The efforts expended by PAGA Counsel to achieve this result include the following:

a. Investigating the claims and defenses at issue, including communicating with Plaintiff, reviewing Plaintiff's personnel file and Defendants' policies in effect during the PAGA Period, and researching Defendants' corporate structure;

b. Preparing for and attending status conferences, including meeting and conferring with Defendants regarding case status and progress;

c. Analyzing Aggrieved Employees' time and payroll records with the aid of a consultant regarding Defendants' potential liability;

d. Negotiating and finalizing the Settlement and the Agreement; and

e. Preparing and filing the instant Motion for Approval of PAGA Settlement and supporting documents.

56. WLF's current lodestar reflects the efficiencies achieved by attorneys experienced in this practice area with 47.6 hours of work resulting in $27,075.00 in fees. The chart below shows the calculation of hours spent by each attorney on this case:

Attorney	**Hours**	**Hourly Rate**	**Total**
Tyler J. Woods		$1,200.00	$

James Yoo	9.1	$800.00	$7,280.00
Heriberto Ponce	18.2	$550.00	$10,010.00
Ruby Carrera		$550.00	$
Karen L. Wallace	10.3	$950.00	$9,785.00
		$	$
		$	$
TOTAL	**37.6**		**$27,075.00**

57. This amount surpasses the requested fee award of $38,996.10, resulting in a negative multiplier, and does not include the time PAGA Counsel will spend at the PAGA approval hearing and assisting the Administrator following final approval. The hours expended by each attorney were not duplicative and reflect the extensive investigation and analysis that were required to achieve the Settlement, which resources could have been spent on other potentially lucrative cases. Moreover, PAGA Counsel assumed the risk and costs of litigation purely on a contingency basis, despite the actual risk that Plaintiff may not prevail at trial on the merits, meaning PAGA Counsel could have been left without compensation for the resources invested in litigating this case. PAGA Counsel took this case on a contingency basis so that Aggrieved Employees (a particularly vulnerable group of hourly paid workers) to ensure relief for the violations alleged. Consequently, PAGA Counsel was precluded from focusing on, or accepting, other cases that could have resulted in greater, and less risky, monetary gain.

58. PAGA Counsel's efforts have resulted in substantial benefits to the LWDA and to Aggrieved Employees in the form of a significant, non-reversionary settlement fund established to compensate the State and Aggrieved Employees, to punish Defendants for the alleged PAGA violations, and to deter future violations by Defendants and by other California employers. Without the efforts of PAGA Counsel, the claims alleged would likely have gone without remedy.

59. WLF has incurred $7,339.29 in litigation costs on items including fees for filing, service, and a consultant. We also anticipate incurring $300.00 in future costs for filing and service fees for a total of $7,639.29 in costs. The Settlement provides for reimbursement of costs not to

exceed $10,000.00. Agreement § 3.2.2. The remaining $2,360.71 will therefore revert to the NSA to be distributed as PAGA Penalties to the LWDA and Aggrieved Employees. A true and correct copy of a breakdown of costs incurred by my office is attached hereto as **Exhibit 5**.

60. PAGA Counsel have negotiated a settlement that they believe is fair, reasonable, and adequate based on their prior experience litigating these types of cases.

Service Award

61. Plaintiff has dedicated hours to this case, including by consulting with PAGA Counsel regarding claims and case status, searching for and producing relevant documents, reviewing Defendants' document production and settlement documents, keeping informed of the developments in the case, and participating in decisions concerning the case, including settlement.

62. There would be no Settlement without Plaintiff's efforts.

Administrator

63. The Parties selected the lowest of three (3) bids, from Phoenix Settlement Administrators ("Phoenix"). A true and correct copy of Phoenix's "not-to-exceed" bid is attached as **Exhibit 6**.

No Conflicts

64. WLF has no actual or potential conflict of interest with the Aggrieved Employees in this PAGA Action or with Phoenix, the Administrator that the Parties agreed to appoint.

65. On August 18, 2026, Plaintiff submitted a copy of the PAGA complaint to the LWDA, pursuant to Labor Code § 2699(s)(1). A true and correct copy of the August 18, 2026 LWDA email confirming receipt of the complaint is attached as **Exhibit 7**.

66. On October 14, 2026, Plaintiff submitted the Agreement to the LWDA, pursuant to Labor Code § 2699(s)(2). A true and correct copy of the October 14, 2026, LWDA email confirming receipt of the Agreement is attached as **Exhibit 8**.

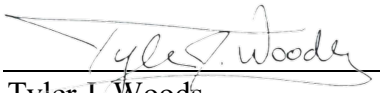
67. To date, the LWDA has not responded or objected to the proposed Settlement.

68. Plaintiff will submit a copy of the Approval Order o the LWDA within ten (10) days after entry.

I declare under penalty of perjury under the laws of the State of California and the United

States that the foregoing is true and correct.

Executed on October 16, 2026, at Los Angeles, California.



Tyler J. Woods

EXHIBIT 1

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October 1, 2025

LWDA
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(*Via Online Submission*)

Almansor Court Inc.
888 Bella Verde Drive
Montebello, CA 90640
(*Via Certified Mail, Return Receipt Requested*)
#9489-0090-0027-6638-7685-09

Brad Perrin
Agent for Service of Process
Almansor Court Inc.
888 Bella Verde Drive
Montebello, CA 90640
(*Via Certified Mail, Return Receipt Requested*)
#9489-0090-0027-6638-7684-93

Maverick Hospitality Inc.
888 Bella Verde Drive
Montebello, CA 90640
(*Via Certified Mail, Return Receipt Requested*)
#9489-0090-0027-6638-7684-55

Brad Perrin
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Maverick Hospitality Inc.
888 Bella Verde Drive
Montebello, CA 90640
(*Via Certified Mail, Return Receipt Requested*)
#9489-0090-0027-6638-7684-62

Re: ***Manuel Refugio Garcia v. Almansor Court Inc., et al.***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Manuel Refugio Garcia ("Mr. Garcia" or "Employee") to pursue a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against Mr. Garcia's former employers, (Almansor Court Inc. and Maverick Hospitality Inc. "Employers"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Employers engaged in with respect to Mr. Garcia and potentially all of Employers' Aggrieved Employees.

Mr. Garcia wishes to pursue this action on behalf of Employees as Aggrieved Employees, on behalf of the State of California, as well as on behalf of potentially all other persons who worked for Employers in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employee").

Mr. Garcia and the Aggrieved Employees, or some of them, suffered the Labor Code violations

described below.

Mr. Garcia's Employment with Almansor Court Inc., et al.

Mr. Garcia, a resident of Los Angeles, California, was employed by Almansor Court Inc., et al., in Los Angeles County as an hourly-paid, non-exempt server from approximately May 2023 through August 2025. He typically worked from 9:00 a.m. to 5:00 p.m., three days per week.

As a server, Mr. Garcia's primary responsibilities included greeting customers, taking food and drink orders, serving meals and alcohol, processing payments, among other duties. In addition to his regular responsibilities, he was often required to perform uncompensated off-the-clock work, such as helping train new employees and locating inventory after his shift had ended.

Because of understaffing and heavy workloads, Mr. Garcia was frequently denied the opportunity to take legally compliant meal and rest breaks. When he did manage to take a break, it was often delayed, cut short, or interrupted by work demands. For example, nearly every shift, he was unable to take his rest breaks because he was required to continue serving customers or assist with other tasks. Despite these recurring violations, Employers did not pay Mr. Garcia or other aggrieved employees the meal and rest break premiums required by the Labor Code, and Mr. Garcia does not recall ever receiving such payments during his employment.

Employers also required Mr. Garcia to use his personal cell phone for work-related communications with his supervisors, including calls and messages about opening beverage storage, handling inventory, and delivering money to the main office. Employers however, failed to reimburse Mr. Garcia for such business-related expenses.

These are just non-exhaustive examples of the facts and theories Mr. Garcia asserts, which are described in more detail below.

Employers own/owned and operate/operated an industry, business, and establishment within the State of California. As such and based upon all the facts and circumstances incident to Employers' business in California, Employers are subject to the California Labor Code, Wage Order 5-2001 issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Ultimately, throughout Mr. Garcia's employment, his Employers failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Mr. Garcia with legally compliant meal periods, failed to authorize and permit Mr. Garcia to take rest periods, failed to timely pay all final wages to Mr. Garcia when Employers terminated Mr. Garcia's employment, failed to furnish accurate wage statements to Mr. Garcia, and failed to indemnify Mr. Garcia for business expenditures. As discussed below, Mr. Garcia's experience working for Employers was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight, and Overtime Wages

Under California law, an employers must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employers and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more

than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Employers failed to pay Mr. Garcia and the Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages. Employers at time required Mr. Garcia and the Aggrieved Employees, or some of them, to work "off-the-clock," uncompensated, by, for example, requiring Employee and the Aggrieved Employees to perform work during uncompensated meal periods and rest periods, and requiring Employee and the Aggrieved Employees to perform work before clocking in and/or after clocking out. As just one example, Employers required Mr. Garcia to tend to guests in lieu of taking a meal period. In fact, Employee's supervisors frequently ordered Mr. Garcia, to clock out for his meal periods, though he was still assisting guests, and/or forced him to continue to assist guests while clocked out. Some of this unpaid work should have been paid at the overtime rate. California Labor Code § 510 requires that Employers compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek. In failing to pay for all hours worked, Employers also failed to maintain accurate records of the hours Employee and the Aggrieved Employees, or some of them, worked.

As a result, Employers are liable to Mr. Garcia and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, Employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Despite these legal requirements, Employers at times wrongfully failed to provide Mr. Garcia and the Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law (and also including but not limited to failing at times to provide Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal periods). For example, Employers required Mr. Garcia to tend to guests in lieu of taking a meal period. In fact, Employee's supervisors frequently ordered Mr. Garcia, to clock out for his meal periods, though he was still assisting guests, and/or forced him to continue to assist guests while clocked out for his meal period.

Employers also continued to assert control over Mr. Garcia and the Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Mr. Garcia and the Aggrieved Employees, or some of them, permission to take a meal period under the conditions required by law, and without properly compensating Mr. Garcia and the Aggrieved Employees, or some of them, for meal periods that were not provided as required

by law. Accordingly, Employers at times failed to provide meal periods to Mr. Garcia and the Aggrieved Employees, or some of them, in compliance with California law.

Mr. Garcia and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Employers, however, at times failed to pay Mr. Garcia and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal periods that were not provided. Mr. Garcia does not recall ever receiving any meal and rest break premiums.

As a result, Employers are liable to Mr. Garcia and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Employers at times have wrongfully failed to authorize and permit Mr. Garcia and the Aggrieved Employees, or some of them, to take legally compliant rest periods in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest periods). Employers at times required Mr. Garcia and the Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without Employers' authorizing and permitting Mr. Garcia to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Mr. Garcia and the Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted.

Instead, Employers at times continued to assert control over Mr. Garcia and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or at times by denying Mr. Garcia and the Aggrieved Employees, or some of them, permission to take a rest period. Employers required that Employee and others tend to guests needs during rest breaks, including but not limited to continuing to serve them.

Accordingly, Employers at times failed to authorize and permit Mr. Garcia and the Aggrieved Employees, or some of them, to take rest periods in compliance with California law. Mr. Garcia and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Employers, however, at times failed to pay Mr. Garcia and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, Employers are liable to Mr. Garcia and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on Employers' failure at times to pay Mr. Garcia and the Aggrieved Employees, or some of them, for all wages as discussed above, Employers also violated Labor Code § 204.

Labor Code § 204 requires Employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, at times, Employers failed and refused to pay the Mr. Garcia all wages due, and failed to pay those wages twice a month, in that Mr. Garcia was not paid all wages for all meal periods not provided by Employers, all wages for all rest periods not authorized and permitted by Employers, and all wages for all hours worked. As a result, Employers owe Mr. Garcia the legally required wages for unpaid wages, and Mr. Garcia and the Aggrieved Employees, or some of them, suffered damages in those amounts.

Moreover, Employers are liable to Mr. Garcia and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Mr. Garcia seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employers shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Employers, however, at times failed to maintain accurate records of hours worked and all meal periods taken or missed by Mr. Garcia and the Aggrieved Employees, or some of them.

Employers' failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Mr. Garcia and the Aggrieved Employees, or some of them, the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Employers' records. Therefore, Mr. Garcia and the Aggrieved Employees, or some of them, had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Employer. As a direct result, Mr. Garcia and the Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel Employers to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Employers' knowing failure, at times, to comply with the California Labor Code and applicable IWC Wage Orders, Mr. Garcia and the Aggrieved Employees, or some of them, have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employers discharges an employee, the wages earned

and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Direct deposits of wages to an employee's bank, saving and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employers complies with the provisions of Labor Code § 213(d) relating to the payment of wages upon termination or quitting of employment.

Within the applicable statute of limitations, the employment of Mr. Garcia and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Employers at times failed, and continue at times to fail, to pay Mr. Garcia and terminated Aggrieved Employees, or some of them, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Employers' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages. Employers also violated, and continue to violate, Labor Code section 213(d) by paying final wages (if any are paid at all) via direct deposit without the employee's voluntary authorization.

Employers' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Mr. Garcia and the Aggrieved Employees, or some of them, are entitled to recover from Employers their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Employers are liable to Mr. Garcia and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination, and for unlawfully making any such payment (if any) via direct deposit without the employee's voluntary authorization.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employers shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employers, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer

an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employers to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Employers at times failed to, and continue at times to fail, to timely furnish Mr. Garcia and the Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Employers at times violated Labor Code § 226, Mr. Garcia and similarly Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Mr. Garcia and similarly Aggrieved Employees, or some of them, are entitled to recover from Employers the greater of their actual damages caused by Employers' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) per employee. Moreover, Employers are liable to Mr. Garcia and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that Employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Employers at times wrongfully required Mr. Garcia and the Aggrieved Employees, or some of them, to pay expenses that they incurred in direct discharge of their duties for Employers including but not limited to personal cell-phone usage. Mr. Garcia and the Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for Employers, but Employers failed to indemnify Employee and the Aggrieved Employees, or some of them, for these employment-related expenses.

As a result, Employers are liable to Mr. Garcia and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Employee and the Aggrieved Employees, or some of them, for necessary business expenditures.

Recordkeeping Requirement Violations

California Labor Code section 1174 requires Employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by Mr. Garcia and Aggrieved Employees. All applicable IWC Wage Orders, section 7 similarly requires Employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, Employers at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following

records: total daily hours worked, applicable rates of pay, time records showing when Mr. Garcia and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, Employers further failed at times, and continue at times to fail, to record the true start and end times of Mr. Garcia's and Aggrieved Employees' meal periods, or some of them.

Based on further information and belief, Employers further failed at times and continue at times to fail, to record the true start and end times of Mr. Garcia and Aggrieved Employees' work shifts, or some of them.

Employers' failure to keep "accurate and complete" payroll records for Employee and Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Employers to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee (or some of them), results in a separate civil penalty.[1]

Action for Civil Penalties Under PAGA

In light of the above, Mr. Garcia alleges that Employers violated the following provisions of the Labor Code with respect to the Aggrieved Employees, or some of them:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing at times to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing at times to authorize and permit rest periods;
4. Labor Code § 204 by failing at times to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing at times to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing at times to pay all wages owed at termination;
7. Labor Code § 226 by failing at times to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing at times to indemnify for necessary expenditures; and
9. Labor Code § 1174 by failing at times to keep accurate and complete payroll records.

Therefore, on behalf of potentially Aggrieved Employees, Mr. Garcia seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

Mr. Garcia has placed Employers on notice by mailing a certified copy of this correspondence, as

[1] See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM



Heriberto Ponce, Esq.

EXHIBIT 2

AMENDED PAGA SETTLEMENT AGREEMENT

This Amended PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Manuel Refugio Garcia ("Plaintiff") and Defendants Almansor Court Inc. and Maverick Hospitality, Inc. ("Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendants captioned *Garcia v Almansor Court Inc*., Case No: 25STCV28925, initiated on September 30, 2025, and pending in the Court.

1.2 "Administrator" means Phoenix Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4 "Aggrieved Employees" means all current and former non-exempt employees employed by Defendants in California who worked for Defendants at any time during the PAGA Period.

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession, including the Aggrieved Employee's name, last-known mailing address, email address (if any), Social Security number and number of Pay Periods.

1.6 "Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7 "Approval" or "Approval Order" means the Court's order granting approval of the Settlement.

1.8 "Court" means the Superior Court of California, County of Los Angeles.

1.9 "Defendants" means Almansor Court Inc. and Maverick Hospitality, Inc., the named defendants in the Action.

1.10 "Defense Counsel" means O'Hagan Meyer, LLP, including Elizabeth M. Martin and Soheila Mazdeh.

1.11 "Effective Date" means the date by when the following have occurred: (a) the Court has dismissed the Class Claims without prejudice; and (b) on which the Judgment becomes final.

1.12 "Enhancement Award" means the amount to be paid to Plaintiff for initiating the Action and providing services in support of the Action.

1.13 "Gross Settlement Amount" means One Hundred and Seventeen Thousand Dollars ($117,000.00), which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, the Enhancement Award, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment.

1.14 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.15 "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.16 "LWDA" means the California Labor and Workforce Development Agency.

1.17 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).

1.18 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: LWDA PAGA Payment, Enhancement Award, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.19 "Operative Complaint" means the First Amended Complaint to be filed by Plaintiff in the Action adding a PAGA cause of action based on the PAGA Notice.

1.20 "PAGA Counsel" means Wilshire Law Firm, including Tyler J Woods and Heriberto Ponce, the attorneys representing Plaintiff in the Action.

1.21 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.22 "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.23 "PAGA Period" means the period from October 1, 2024, through February 1, 2026.

1.24 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698, *et seq*.) (West 2026).

1.25 "PAGA Notice" means Plaintiff's October 1, 2025 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.26 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees ($19,211.50) and the 65% to the LWDA ($35,678.50) in settlement of PAGA claims.

1.27 "Plaintiff" means Manuel Refugio Garcia, the named plaintiff in the Action.

1.28 "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

1.29 "Released Parties" means Defendants and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.30 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On September 30, 2025, Plaintiff commenced this Action by filing a class action complaint alleging causes of action against Defendants for: (1) Failure to Pay Minimum and Straight Time Wages (Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and 1198); (3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Periods (Lab. Code §§ 226.7); (5) Failure to indemnify Employees for Expenditures (Lab. Code § 2802); (6) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226); (7) Failure to Timely Pay Wages upon Separation of Employment (Lab. Code §§ 201-203); (8) Failure to Pay Timely Wages During Employment (Lab. Code § 204); and (9) unfair and unlawful business practices (the "Class Action"). Defendants deny the allegations in the Class Action, deny any failure to comply with the laws identified in in the Class Action and deny any and all liability for the causes of action alleged therein ("Class Claims").

2.2 Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3 The Parties stipulate to Plaintiff's filing the Operative Complaint, as defined in paragraph 1.19, *supra*, to be filed no later than 45 days before the Motion for Approval

is filed; and 2) as a condition of settlement, Plaintiff shall dismiss all Class Claims without prejudice no later than 3 days after the Parties execute the Agreement.

2.4 Plaintiff obtained, through informal discovery, Aggrieved Employees' time records and pay records, as well as policy documents regarding work conditions in effect during the PAGA Period.

2.5 Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint, and deny any and all liability for the causes of action alleged therein.

2.6 The Parties, PAGA Counsel and Defense Counsel represent that, excluding the dismissal of the Class Claims in the Action, *supra*, they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendants promise to pay One Hundred and Seventeen Thousand Dollars ($117,000.00) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4.3. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1 To Plaintiff: An Enhancement Award of not more than $10,000.00 (in addition to any Individual PAGA Payment to which Plaintiff is entitled). Defendants will not oppose Plaintiff's request for an Enhancement Award that does not exceed this amount. If the Court approves an Enhancement Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Enhancement Award.

3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33%, which is currently estimated to be $38,610.00, and PAGA Counsel Litigation Expenses Payment of not more than $10,000.00. Defendants will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will seek Court approval of a PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. In support of the PAGA Counsel Litigation Expenses Payment, PAGA Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a

PAGA Counsel Fees Payment or a PAGA Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed $3,500 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than $3,500 or the Court approves payment less than $3,500, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $54,890.00 to be paid from the Gross Settlement Amount, with 65% ($35,678.50) allocated to the LWDA PAGA Payment and 35% ($19,211.50) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($19,211.50) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 PAGA Pay Periods. Based on a review of its records to date, Defendants estimate that as of November 11, 2025, there were approximately 67 Aggrieved Employees who worked a total of 1,795 PAGA Pay Periods.

4.1.1 If the total number of PAGA Pay Periods as of the end of the PAGA Period exceeds the above figure by greater than 10% (exceeds [1,795 plus 10%]), then Defendants shall have the option to either: (1) have the Gross Settlement Amount increase pro rata based on the number of additional Pay Periods above 10% (i.e., if the number of Pay Periods is 11% greater than 1,975 Pay Periods, then the

Gross Settlement Amount shall increase by 1%); or (2) have the end date of the PAGA Period become the date one day prior to the date on which the total number of Pay Periods exceeds [Pay Periods estimate plus 10%]. Defendant must notify PAGA Counsel and the Administrator of its election within 7 days after receiving the final Aggrieved Employee Data from the Administrator.

4.2 Aggrieved Employee Data. Within 15 days, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Enhancement Award, and the PAGA Counsel Fees and Litigation Expenses Payments. Disbursement of the PAGA Counsel Fees and Litigation Expenses Payments shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within 5 days of receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re- mailed checks are returned as

undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested by the Aggrieved Employee before the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys (including PAGA Counsel), administrators, successors, and assigns generally, release and discharge Released Parties from (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint, First Amended Complaint and Plaintiff's PAGA Notice (b) any other claims, debts, liabilities, demands, damages, obligations, actions and causes of actions, of any nature whatsoever, whether known or unknown, or suspected or unsuspected, arising out of or in connection with Plaintiff's employment with Defendants, the separation of such employment, or any other act, omission or event occurring between the Parties at any time prior to the date Plaintiff executed this Agreement. This General Release includes, without limitation: (1) all claims for violation of any federal, state or local statute, ordinance or regulation relating to employment benefits, leaves of absence, or discrimination, harassment, retaliation, or whistleblowing in employment, specifically including, without limitation, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, and the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform and Control Act the Worker Adjustment and Retraining Notification Act of 1988, the California Worker Adjustment and Retraining Notification Act, the Uniformed Service Employment and Reemployment Rights Act, and any regulation of any administrative agency or governmental authority relating to employment benefits or discrimination or harassment or retaliation in employment; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. and the Portal to Portal Act, 29 U.S.C. § 251 et seq.; all claims for

retaliation, wrongful termination of employment, failure to provide meal period breaks, failure to provide overtime and minimum wages; failure to provide rest breaks, failure to pay all wages upon termination, failure to provide accurate itemized statements, civil penalties under PAGA, and any claim for violations of the California Labor Code, California's Business and Professions Code § 17200 et seq.; (3) any non-statutory tort or contractual claim, including all claims for breach of oral, implied or written contract, breach of implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, and conversion; (4) all claims for wages, penalties and/or benefits; and (5) all claims for attorneys' fees and costs. ("Plaintiff's Release") ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time or based on occurrences since September 30, 2021 . Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and the PAGA Notice that are alleged to have occurred during the PAGA Period.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. Plaintiff will prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subd. (f)(2)) including: (i) a draft Approval Order; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of

insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) a redlined version of the Agreement showing all modifications made to the Los Angeles Superior Court's Model Agreement; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 60 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. If the Court ultimately denies approval of the Settlement, or if the Court's approval is reversed on appellate review, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.

7. SETTLEMENT ADMINISTRATION.

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

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator set forth in this Agreement or otherwise.

8. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

8.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, and the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.

9. ADDITIONAL PROVISIONS.

9.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

9.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the

Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

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

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

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

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

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

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

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

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

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

9.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or the Settlement are and remain the sole property of Defendants and may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or the California Rules of Court. Not later than 90 days after the Administrator discharges its obligation to pay out all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

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

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

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

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

9.17 Severability. If any term or provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other term or provision of this Agreement. Upon a determination that any term or provision is invalid or unenforceable, the Court may modify this Agreement to effect the original intent of the Parties as closely as possible to the greatest extent possible.

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

Dated: 7/10/2026, 2026

MANUEL REFUGIO GARCIA

Signed by:
46FD60D44974436...

Dated: _____, 2026

ALMANSOR COURT INC

By: _____

Name: _____

Title: _____

Dated: _____, 2026

MAVERICK HOSPITALITY, INC

By: _____

Name: _____

Title: _____

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

Dated: _____, 2026

MANUEL REFUGIO GARCIA

_____

Dated: 05 Aug, 2026

ALMANSOR COURT INC

By: _____

Name: Brad Perrin

Title: President / CEO

Dated: 05 Aug, 2026

MAVERICK HOSPITALITY, INC

By: _____

Name: Brad Perrin

Title: President / CEO

EXHIBIT 3



ELM Solutions

2025 Real Rate Report® powered by LegalVIEW® DynamicInsights

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

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NOTE:
You may experience an issue that can sometimes occur in PDF viewer. Thin lines (like table borders) may appear to “disappear” or look broken when zoomed out in a PDF viewer. This is usually a display/rendering issue rather than a problem with the actual content of the PDF.

Solution:
- Open the PDF in Acrobat and go to Edit > Preferences > Page Display.
- Uncheck Enhance thin lines (if it’s checked).
- Restart Acrobat and reopen the PDF.

A Letter to Our Readers

Welcome to the latest edition of the Real Rate Report®, the legal industry's most trusted benchmark for legal billing rates.

Since 2010, the Real Rate Report has helped legal departments and law firms make smarter decisions about pricing, resourcing, and vendor management. That hasn't changed. What has changed is how we deliver those insights.

This year, the Real Rate Report is powered by LegalVIEW® DynamicInsights—our new digital-first platform that brings the same trusted LegalVIEW data to life in a more interactive, flexible, and timely way. Leveraging Wolters Kluwer's LegalVIEW database, with over $200B in anonymized, approved, invoice data, LegalVIEW DynamicInsights offers dynamic filters, quarterly updates, and calendar-year alignment to help users tailor benchmarks to their unique needs, on demand.

The Real Rate Report remains a vital snapshot of the market, and we know many of you rely on it as a reference tool. But DynamicInsights goes further. It enables deeper exploration of rate trends by role, experience, geography, practice area, industry, and more. Whether you're negotiating rates, evaluating law firm performance, or planning budgets, DynamicInsights gives you the agility and precision today's legal environment demands.

As always, we welcome your feedback and thank our data contributors for making this work possible. We're proud to be your partner in legal analytics and look forward to continuing to deliver insights that drive better business outcomes.

Sincerely,



Brian Jorgenson
Vice President, Product Management
Wolters Kluwer ELM Solutions

Real Rate Report Overview

The Real Rate Report is powered by LegalVIEW DynamicInsights, a web-based solution that delivers dynamic, invoice-backed insights through approved legal billing rates. It enables legal professionals to analyze rate trends by role, experience, industry, geography, practice area, and more using the world's largest repository of legal spend data.

DynamicInsights leverages the same trusted LegalVIEW database that has powered the Real Rate Report for years, now encompassing over $200B+ in anonymized, approved legal invoice data. As with previous Real Rate Reports, our data is sourced from corporations' and law firms' e-billing and time management solutions. We have included lawyer and paralegal rate data filtered by specific practice and sub-practice areas, metropolitan areas, and types of matters. This level of granularity gives legal departments and law firms the precision they need to identify areas of opportunity.

What's different with DynamicInsights?

Same source, same methodology: DynamicInsights uses the same rigorous data validation and methodology as the Real Rate Report.

- **Enhanced flexibility:** With dynamic filters, DynamicInsights enables users to tailor benchmarks to their unique needs and on demand.
- **Full year data:** DynamicInsights now aligns to a calendar year view—January through December—replacing the previous July-to-June format used in the Real Rate Report, reducing confusion and improving consistency across reporting periods.
- **More up to date:** Unlike the annual and static Real Rate Report, DynamicInsights is refreshed quarterly, offering more timely insights.
- **Digital-first access:** Delivered via a secure online interface, users can interact with the data, bookmark views, and share insights in real time.

DynamicInsights provides the same level of credibility and analytical power long trusted in the Real Rate Report with more agility and transparency for today's legal environment.

2025 Real Rate Report use considerations

- 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 DynamicInsights and this report are derived 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.

Legal departments 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.

Examples of data to consider when reviewing rates:

- **Industry** – Compare spend and rate trends across various industries
- **Practice area** – Analyze cost variations in different legal practice areas
- **Detailed practice area** – Drill down into niche legal specialties for precise benchmarking
- **Am Law** – Benchmark against top-ranked law firms for competitive rate analysis
- **City** – Understand rate trends in specific metropolitan areas
- **Country** – Gain a global perspective on legal costs and spend management
- **Role** – Assess legal spend distribution across different law firm roles

Real Rate Report Overview

Understanding key statistical terms

To help interpret the legal rate data presented in DynamicInsights and this report, it's important to understand the statistical measures used. Below are definitions of the core metrics:

- **Mean (average):** The sum of all rate values divided by the total number of values added. It provides a general sense of the central tendency of the rates but can be influenced by extreme values (outliers).
- **Median:** The middle value when all rates are arranged in ascending order. If there is an even number of rates being analyzed, the median is the average of the two middle rates. It is a robust measure of central tendency of rates that is less affected by outliers.
- **First quartile (Q1):** The value below which 25% of the rates fall. It marks the lower boundary of the middle 50% of the rates and helps identify the lower range of typical values.
- **Third quartile (Q3):** The value below which 75% of the rates fall. It marks the upper boundary of the middle 50% of the rates and helps identify the upper range of typical values.
- **n:** The number of unique timekeepers contributing to the data.

These metrics are used to provide a more nuanced view of legal rates, helping users identify trends, outliers, and benchmarks across various dimensions.

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- Increased efficiencies free up time for more value-add work

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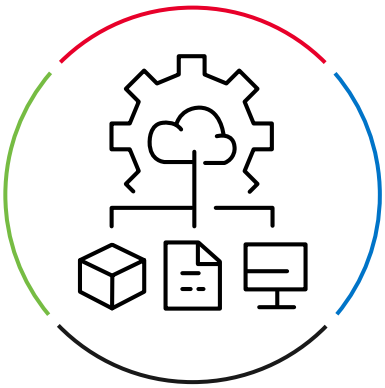
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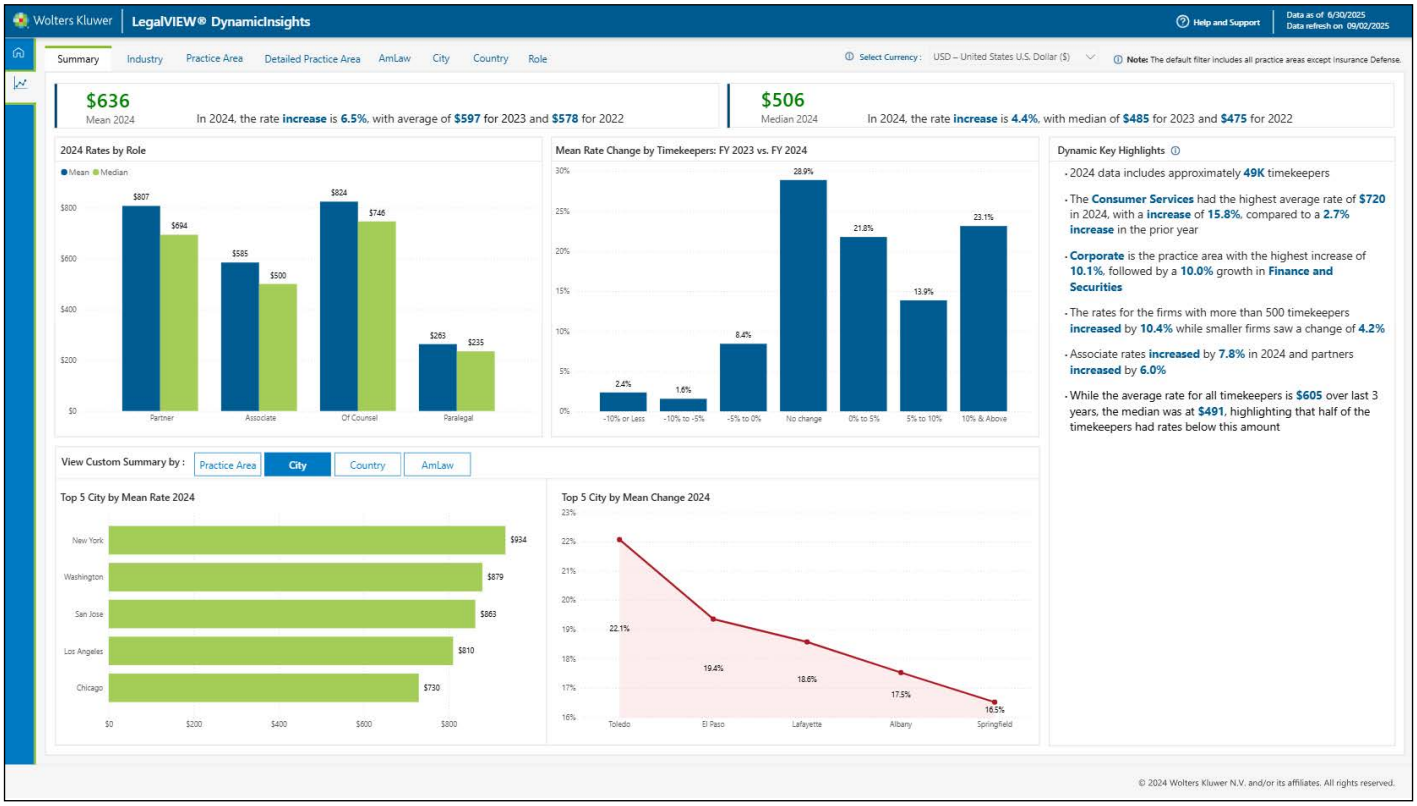
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Legal rates keep climbing and 2026 will be no exception. Stay ahead with award-winning insights designed to give your team the edge in every negotiation.

Data that wins awards...and rate negotiations

- **Unmatched Data Power:** Leverages over **$200B in invoice-backed legal spend data** to deliver deep, actionable insights.
- **Strategic Legal Spend Management:** Empowers legal teams to negotiate smarter, plan more effectively, and control costs with greater precision.
- **Enhanced Transparency & Collaboration:** Strengthens law firm-client relationships through data-driven transparency and benchmarking.
- **Insight-Driven Decision Making:** Enables analysis across key dimensions to support strategic negotiations and financial optimization.





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Section I: High-Level Data Cuts

All data and analysis based on data collected thru Q2 2025

Section I: High-Level Data Cuts

Cities
By Role

2025 Real Rates for Associate and Partner **Trend Analysis - Mean**

City	Role	n	First Quartile	Median	Third Quartile	2025	2024	2023
Los Angeles CA	Partner	565	$517	$925	$1,365	$993	$979	$913
	Associate	518	$485	$720	$982	$761	$741	$684
Louisville KY	Partner	32	$291	$395	$500	$411	$395	$380
	Associate	19	$275	$290	$342	$304	$274	$268
Madison WI	Partner	10	$275	$420	$491	$420	$443	$563
Memphis TN	Partner	22	$325	$394	$470	$404	$428	$387
Miami FL	Partner	191	$250	$525	$733	$547	$570	$575
	Associate	128	$175	$330	$479	$357	$389	$393
Milwaukee WI	Partner	32	$364	$459	$649	$524	$581	$525
	Associate	18	$322	$455	$690	$498	$462	$404
Minneapolis MN	Partner	138	$475	$694	$918	$692	$673	$637
	Associate	111	$333	$450	$620	$485	$467	$432

Section I: High-Level Data Cuts

Cities
By Years of Experience

2025 Real Rates for Partner **Trend Analysis - Mean**

City	Years of Experience	n	First Quartile	Median	Third Quartile	2025	2024	2023
Phoenix AZ	21 or More Years	25	$350	$490	$674	$559	$499	$540
Pittsburgh PA	Fewer Than 21 Years	41	$501	$600	$810	$669	$658	$599
	21 or More Years	72	$480	$691	$860	$705	$733	$669
Portland ME	21 or More Years	18	$386	$435	$484	$418	$421	$381
Portland OR	Fewer Than 21 Years	17	$402	$465	$525	$599	$536	$509
	21 or More Years	32	$470	$525	$639	$594	$607	$553
Raleigh NC	21 or More Years	12	$396	$475	$510	$489	$477	$477
Richmond VA	Fewer Than 21 Years	10	$604	$703	$855	$707	$746	$687
	21 or More Years	24	$431	$713	$1,084	$739	$756	$726
Salt Lake City UT	Fewer Than 21 Years	12	$395	$447	$459	$422	$445	$412
	21 or More Years	16	$350	$463	$521	$480	$433	$407
San Diego CA	21 or More Years	33	$438	$785	$1,334	$894	$898	$882

Section II: Industry Analysis

All data and analysis based on data collected thru Q2 2025

Section II: Industry Analysis

Consumer Services

By Detailed Practice Area and Matter Type

2025 - Real Rates for Associate and Partner **Trend Analysis - Mean**

Practice Area	Matter Type	Role	n	First Quartile	Median	Third Quartile	2025	2024	2023
Employment and Labor: Discrimination, Retaliation and Harassment / EEO	**Litigation**	Partner	27	$393	$495	$613	$509	$463	$436
		Associate	19	$400	$475	$493	$437	$387	$370
Employment and Labor: Other	**Litigation**	Partner	24	$564	$692	$1,252	$956	$782	$683
		Associate	14	$384	$469	$564	$553	$484	$458
	Non-Litigation	Partner	25	$450	$574	$695	$579	$573	$548
		Associate	25	$397	$450	$525	$465	$472	$456
Intellectual Property: Patents	**Non-Litigation**	Partner	41	$350	$595	$691	$605	$652	$634
		Associate	51	$208	$373	$517	$382	$378	$389
Real Estate: Leasing	**Non-Litigation**	Partner	17	$410	$539	$865	$616	$664	$667
		Associate	10	$278	$404	$617	$482	$444	$478
Real Estate: Other	**Non-Litigation**	Partner	58	$480	$626	$940	$694	$612	$540
		Associate	39	$320	$460	$733	$503	$468	$415

EXHIBIT 4

Free Newsletter Sign Up

Business & Practice

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

By Roy Strom

Column
June 9, 2022, 2:30 AM

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

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

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

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

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

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

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

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

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

Charge It Up

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

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

Source: Court documents

Bloomberg Law

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Worth Your Time

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

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

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



00:00:00

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

To contact the reporter on this story: Roy Strom in Chicago at rstrom@bloomberglaw.com

To contact the editors responsible for this story: Chris Opfer at copfer@bloomberglaw.com; John Hughes at jhughes@bloombergindustry.com

Documents

Trustee's Objection

Related Articles

Overworked Big Law Can't Find Enough Lawyers With Demand Surging	Dec. 9, 2021, 3:00 AM
Never Underestimate Big Law's Ability to Raise Billing Rates	Aug. 12, 2021, 3:00 AM

Law Firms

Simpson Thacher
Hogan Lovells
Jones Day
Skadden
Sidley Austin
Quinn Emanuel
Cravath Swaine & Moore
Latham & Watkins
Kirkland & Ellis
Boies Schiller Flexner

Topics

expert fees
compensation of bankruptcy attorney
acquisitions
U.S. trustees
financial markets
client-paid legal fees
data breaches

Companies

Johnson & Johnson
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EXHIBIT 5

Wilshire Law Firm, PLC

Transaction Detail by Account

All Transactions

Accrual Basis

Type	Date	Num	Memo	Description	Amount	Balance
Consultant Fees						
	06/26/2026	18548	Berger Consulting Group LLC	18548-Manuel Refugio Garcia-7.5 hrs of work-267057	$4,312.50	$4,312.50
Total CONSULTANT FEES					$4,312.50	$4,312.50
Filing Fees						
	10/03/2025	CC103125TA-0577	Filing Fee - One Legal LLC	Complaint	$1,506.11	$1,506.11
	10/03/2025	CC103125TA-0307	Filing Fee - Department of Industrial Relations	PAGA Notice	$75.00	$1,581.11
	10/20/2025	VAL12315	Process Service Fee - Valpro Attorney Services LLC	Process Service	$138.00	$1,719.11
	10/20/2025	VAL12317	Process Service Fee - Valpro Attorney Services LLC	Process Service	$218.00	$1,937.11
	10/21/2025	VAL12649	Filing Fee - Valpro Attorney Services LLC	POS	$45.00	$1,982.11
	12/23/2025	CC123125TA-2281	Filing Fee - One Legal LLC	SCR	$24.53	$2,006.64
	01/06/2026	CC013126TA-2705	Filing Fee - One Legal LLC	Jury Fees	$180.81	$2,187.45
	02/01/2026	508503	Service Fee - Case Anywhere LLC		$57.96	$2,245.41
	03/02/2026	525572	Service Fee - Case Anywhere LLC		$40.00	$2,285.41
	04/01/2026	535185	Service Fee - Case Anywhere LLC		$69.00	$2,354.41
	04/22/2026	CC043026TA-2082	Filing Fee - One Legal LLC	Stip and Order	$46.26	$2,400.67
	04/24/2026	CC043026TA-2316	Filing Fee - One Legal LLC	Notice	$24.53	$2,425.20
	05/01/2026	548676	Service Fee - Case Anywhere LLC		$85.00	$2,510.20
	06/01/2026	562075	Service Fee - Case Anywhere LLC		$69.00	$2,579.20
	07/01/2026	575396	Service Fee - Case Anywhere LLC		$69.00	$2,648.20
	07/07/2026	CC073126TA-0722	Filing Fee - One Legal LLC	Stip and Order	$18.58	$2,666.78
	07/07/2026	CC073126TA-0727	Filing Fee - One Legal LLC	Stip and Order	$18.58	$2,685.36
	07/08/2026	CC073126TA-0742	Filing Fee - One Legal LLC	SCR	$46.26	$2,731.62
	07/08/2026	CC073126TA-0748	Filing Fee - One Legal LLC	Stip and Order	$18.58	$2,750.20
	07/13/2026	CC073126TA-1146	Filing Fee - One Legal LLC	Stip and Order	$18.58	$2,768.78
	07/15/2026	CC073126TA-1668	Filing Fee - One Legal LLC	Stip and Order	$18.58	$2,787.36
	07/17/2026	CC073126TA-1590	Filing Fee - One Legal LLC	Stip and Order	$46.26	$2,833.62
	08/01/2026	588557	Service Fee - Case Anywhere LLC		$101.00	$2,934.62
	08/07/2026	CC083126TA-0583	Filing Fee - One Legal LLC	Notice	$24.53	$2,959.15
	08/07/2026	CC083126TA-0587	Filing Fee - One Legal LLC	Amended Complaint	$24.53	$2,983.68
	08/10/2026	CC083126TA-0958	Filing Fee - One Legal LLC	Amended Complaint	$18.58	$3,002.26
	08/14/2026	CC083126TA-1238	Filing Fee - One Legal LLC	Summons	$24.53	$3,026.79
Total FILING FEES					$3,026.79	$3,026.79
TOTAL					**$7,339.29**	**$7,339.29**

EXHIBIT 6

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS	
Aggrieved Members	67
Opt Out Rate	N/A
Opt Outs Received	
Total Aggrieved Claimants	67
Subtotal Admin Only	**$3,000.00**
Not-to-Exceed Total	**$3,000.00**

For 180 Aggrieved Members

Pricing Good for Scope of Estimate Only

May 18, 2026

Case: Almansor Court Inc. (Garcia) PAGA Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Party: Coley Hayes

Firm: Wilshire Law Firm, PLC

Direct Tel: (213) 381-9988 Ext. 815

Email: coley.hayes@wilshirelawfirm.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on **180** Agreevied Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Manager	$125.00	1	$125.00
Programming Database & Setup	$125.00	1	$125.00
Toll Free Setup*	$48.47	1	$48.47
Call Center & Long Distance	$1.95	26	$50.70
NCOA (USPS)	$30.00	1	$30.00
		Total	**$379.17**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage			
Project Action	**Rate**	**Hours/Units**	**Line Item Estimate**
Notice Packet Formatting	$125.00	2	$250.00
Data Merge & Duplication Scrub	$0.35	67	$23.45
Notice and Check Packet	$1.25	67	$83.75
Estimated Postage (up to 1 oz.)*	$0.74	67	$49.58
		Total	**$406.78**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$50.00	2	$100.00
Skip Tracing Undeliverables	$0.65	3	$2.18
Remail Notice Packets	$0.90	3	$3.02
Estimated Postage	$0.74	3	$2.48
Programming Undeliverables	$50.00	2	$100.00
		Total	**$207.67**

Database Programming			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$125.00	1	$125.00
Case Manager	$85.00	1	$85.00
		Total	**$210.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$125.00	1	$125.00
Disbursement Review	$125.00	1	$125.00
Programming Manager	$95.00	1	$95.00
QSF Bank Account & EIN	$125.00	1	$125.00
Check Run Setup & Printing	$125.00	1	$125.00
		Total	**$595.00**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$125.00	1	$125.00
Remail Undeliverable Checks (Postage Included)	$1.25	7	$8.38
Case Associate	$55.00	2	$110.00
Reconcile Uncashed Checks	$85.00	2	$170.00
Conclusion Reports	$125.00	1	$125.00
Case Manager Conclusion	$75.00	2	$150.00
Final Reporting & Declarations	$125.00	1	$125.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	$388.00	1	$388.00
		Total	**$1,201.38**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Estimate Total: $3,000.00

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: 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 data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT 7

Cristina Kennedy

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Tuesday, August 18, 2026 9:07 AM
To: Cristina Kennedy
Subject: Thank you for your Court Complaint Submission.

08/18/2026 09:07:09 AM

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

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:
https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Ccristina.kennedy%40wilshirelawfirm.com%7C6ab68c90022a4fba342208defd42cc64%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639226660547253895%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=VFn1poAdY8bXrItR2JSE3%2F4Z2uKWQkb0UHGi0V3ffJk%3D&reserved=0

EXHIBIT 8

Outlook

Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>
Date Wed 10/14/2026 4:30 PM
To Giancarlo Recinos' Team <GiancarloRecinosTeam@wilshirelawfirm.com>

10/14/2026 04:29:59 PM

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

Item submitted: Proposed Settlement

On 10/14/2026 04:29:59 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1129053-25

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cdariane.rose%40wilshirelawfirm.com%7Cb9b7d032ac1e4083489808df2a4b1839%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639276174165702905%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=0pEQQUqoFRxLCShf9Yg7xky%2FwyNOeyHhAEv6zCv7CbU%3D&reserved=0