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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

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

Plaintiff,

v.

SKSS ENTERPRISES INC. DBA THE UPS
STORE, a California corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: C23-01274

*Assigned for all purposes to:
Hon. Edward G. Weil
Dept. 39*

**DECLARATION OF ARRASH T. FATTAHI
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: July 3, 2025
Time: 9:00 a.m.
Dept: 39

Complaint filed: May 26, 2023
FAC filed: December 7, 2023
Trial date: Not set

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1. I am admitted, in good standing, to practice as an attorney in the State of California, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Junior Partner at Wilshire Law Firm, PLC, counsel of record for Plaintiff Natasha Windom (“Plaintiff”). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. This Declaration is submitted in support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.

2. This is a wage and hour class and Private Attorneys General Act (“PAGA”) (Cal. Lab. Code § 2699, *et seq.*) representative action. Plaintiff and putative class members worked in California as non-exempt, hourly-paid employees for Defendant SKSS Enterprises Inc. dba The UPS Store (“Defendant,” and together with Plaintiff, the “Parties”) during the class period.

4. On May 26, 2023, Plaintiff filed a putative wage and hour class action complaint against Defendant for: (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 timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8) violation of California's Unfair Competition Law, California Business and Professions Code §§ 17200, *et seq.* On June 21, 2023, Plaintiff sent a notice to Defendant and the California Labor & Workforce Development Agency ("LWDA") alleging similar wage and hour violations pursuant to the PAGA. On

December 7, 2023, Plaintiff filed a First Amended Class & Representative Action Complaint adding a claim for civil penalties under the PAGA.

DISCOVERY AND INVESTIGATION

5. Following the filing of the initial complaint, the Parties exchanged documents and information before mediating this action. Defendant produced a sampling of timekeeping and payroll records for the class members. Defendant also provided documents of its wage and hour policies and practices during the class period, and information regarding the total number of current and former employees in its informal discovery responses.

6. After reviewing documents regarding Defendant's wage and hour policies and practices and analyzing Defendant's timekeeping and payroll records, Class Counsel was able to evaluate the probability of class certification and success on the merits and assess Defendant's maximum monetary exposure for all claims. Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Class Counsel reviewed these records and utilized an expert to prepare a damages analysis prior to mediation.

SETTLEMENT NEGOTIATIONS

7. On April 4, 2024, the Parties participated in a private mediation with experienced mediator, the Honorable Howard R. Broadman (Ret.). The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached.

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

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

10. My office requested several bids from experienced class action settlement

1 administrators to handle the responsibilities of the Settlement Administrator under this Settlement.
2 The Parties accepted the bid of APEX Class Action Administrators (“APEX”). APEX has multiple
3 years of experience in the field of Class Action Administration, particularly in the wage and hour
4 arena. In its bid, APEX agreed to cap its costs at \$4,990.00 if there are 110 class members. APEX’s
5 bid accounts for Notice in English. Attached as **Exhibit 2** is a true and correct copy of the
6 administrator bid from APEX.

7 11. No one at Wilshire Law Firm, PLC (meaning the law firm itself and anyone
8 employed at the law firm) has any interest, financial or otherwise, in the proposed third-party
9 administrator, APEX. No one at Wilshire Law Firm, PLC has any actual or potential conflict of
10 interest with any class member.

11 12. Wilshire Law Firm, PLC has no fee-splitting agreement with any other counsel in
12 this case.

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

15 THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

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

22 15. Based on an analysis of the facts and legal contentions in this case, documents and
23 information from Defendant, I evaluated Defendant’s maximum exposure. I took into account the
24 risk of not having the claims certified and the risk of not prevailing at trial, even if the claims are
25 certified. After using the data Defendant provided, including class member timekeeping and
26 payroll records, as well as class member demographics (i.e., the number of class members,
27 workweeks, and average total compensation of the class), with the assistance of a statistics expert,
28 I created a damages model to evaluate the realistic range of potential recovery for the class. The

1 damages model is based on the following benchmarks:

2 Total Class Members: 110

3 Terminated Class Members during 3-year statute of limitations period: 76

4 Total Workweeks: 7,711

5 PAGA Pay Periods: 1,495

6 PAGA Eligible Employees: 65

7 Avg. Hourly Rate: \$15.11

8 16. Based on Plaintiff's discovery and investigation, Class Counsel reached the
9 conclusion that Defendant: failed to pay class members for all hours worked, including minimum,
10 straight time, and overtime wages, by requiring employees to work off-the-clock; had a policy and
11 practice of not providing its employees with California compliant meal and rest periods which it
12 did not pay appropriate premiums for; and failed to reimburse its employees for business-related
13 expenses. Defendant denies these claims.

14 17. Plaintiff alleges that Defendant failed to pay for all hours worked, including
15 minimum, straight time, and overtime wages, by requiring class members to work off-the-clock,
16 unpaid. For purposes of calculating Defendant's liability based on a best-case scenario for Plaintiff
17 and the Class, I estimate that Defendant's maximum potential exposure by assuming that all unpaid
18 work time should have been paid at the overtime rate, and I assumed that Defendant is liable for
19 30 minutes of unpaid worktime per workweek. This results in an estimate of \$87,384.91 (7,711
20 workweeks x \$15.11 hourly rate x 1.5 overtime rate x 0.5 hours of unpaid work per workweek),
21 but I applied a risk discount based on a 60% chance of succeeding at class certification and a 50%
22 chance of succeeding at trial on the merits because liability depends on whether Defendant knew
23 or should have known that class members were working off-the-clock, yielding a realistic damage
24 estimate of \$26,215.47 (\$87,384.91 x 60% x 50%).

25 18. With respect to the meal period claim, Plaintiff alleges that Defendant required her
26 and similarly situated class members to either work in lieu of taking meal periods, or their meal
27 periods were untimely or interrupted. My expert analyzed Defendant's timekeeping records and
28 found that approximately 98.8% of all shifts over 5 hours had meal breaks violations of short,

missed, or no meal periods. Therefore, potential liability for the meal period claim is \$493,795.95 (33,077 shifts x \$15.11 hourly rate x 98.8% violation rate). After taking into account the difficulty of certifying and proving meal period claims, as well as Defendant's contention that the claim lacks merit, and class members signed on-duty meal period agreements, I discounted this figure based on a 50% chance of succeeding at class certification and a 40% chance of succeeding at trial, yielding a realistic damage estimate of \$98,759.19 ($\$493,795.95 \times 50\% \times 40\%$).

19. With respect to the rest period claim, Plaintiff alleges that Defendant required her and similarly situated class members to work in lieu of taking rest periods, or their rest periods were interrupted. Assuming a 100% violation rate for the class period based on Plaintiff's and other class members' experience working for Defendant, Defendant's potential liability for the rest period claim is \$499,793.47 (33,077 shifts x \$15.11 hourly rate x 100% violation rate); however, I discounted this figure to account for the difficulty of certifying and proving rest period claims, particularly because rest periods do not have to be recorded, and to account for the possibility of Class Members voluntarily choosing to forego a rest period. Because this claim would have relied exclusively on Class Member testimony, I discounted this claim based on a 40% chance of succeeding at class certification and a 30% chance of succeeding at trial, yielding a realistic damage estimate of \$59,975.22 ($\$499,793.47 \times 40\% \times 30\%$).

20. Plaintiff further alleges that Defendant failed to reimburse necessary business expenses. Defendant's employees (including Plaintiff) were frequently required to: use their personal cell phones to communicate with their supervisors about work-related duties; and use their personal vehicles to travel between Defendant's various locations. For purposes of calculating Defendant's liability based on a best-case scenario for Plaintiff and the Class, I estimated that Defendant was liable to each class member for \$50 per month, or \$12.50 per workweek, in unreimbursed expenses, for a total amount of \$96,387.50 ($\$12.50 \times 7,711$ workweeks); however, I discounted this figure based on an evaluation of a 50% chance of succeeding at class certification and a 40% chance of succeeding at trial to account for the difficulty of certifying and proving expense reimbursement claims, yielding a realistic damage estimate of \$19,277.50 ($\$96,387.50 \times 50\% \times 40\%$).

1 21. In sum, I estimated that Plaintiff's maximum recovery for the off-the-clock claim,
2 meal period violations, rest period violations, and failure to reimburse expenses is \$1,177,361.83,
3 but, after factoring in the risk and uncertainty of prevailing at certification and trial, I estimate that
4 Plaintiff's realistic estimated recovery for the non-penalty claims is \$204,227.38.

5 22. With respect to Plaintiff's derivative claims for statutory and civil penalties,
6 Plaintiff estimated that Defendant's realistic potential liability is \$52,171.24. While Defendant's
7 maximum potential liability for waiting time penalties is \$199,227.00 based on approximately 76
8 terminated class members during the 3-year statute of limitations period, \$152,200.00 for
9 inaccurate wage statements based on approximately 66 class members who worked during the 1-
10 year statute of limitations period, and \$149,500.00 for PAGA violations based on the Court
11 assessing a \$100 penalty for initial violations for all 1,495 pay periods within PAGA period, I
12 believe that it would be unrealistic to expect the Court to award the full \$500,927.00 in penalties
13 given Defendant's defenses, the contested nature of Plaintiff's claims, and the discretionary nature
14 of penalties. Considering that the underlying claims are realistically estimated to be \$204,227.38,
15 such a disproportionate award would also raise due process concerns. As such, I discounted these
16 figures to account for the risk and uncertainty of prevailing at trial, resulting in a realistic evaluation
17 of \$23,907.24 ($\$199,227.00 \times 40\% \times 30\%$) for waiting time penalty claims, \$18,264.00
18 ($\$152,200.00 \times 40\% \times 30\%$) for wage statement penalty claims, and \$10,000.00 for PAGA, or
19 \$52,171.24 for statutory and civil penalties.

20 23. Using these estimated figures, Plaintiff predicted that the realistic maximum
21 recovery for all claims, including penalties, would be \$256,398.62. This means that the
22 \$250,000.00 settlement figure represents 97.5% of the realistic maximum recovery ($\$250,000.00 /$
23 $\$256,398.62 = 97.5\%$). Considering the risk and uncertainty of prevailing at class certification and
24 at trial, this is an excellent result for the Class.¹ Indeed, because of the proposed Settlement, class

25
26 ¹ See, e.g., *Wise v. Ulta Salon, Cosmetics & Fragrance, Inc.* (E.D. Cal. Aug. 21, 2019) 2019 WL 3943859 at
27 *8 (granting preliminary approval where the proposed allocation to settle class claims was between 9.53 percent of
28 Plaintiffs' maximum recovery); *Bravo v. Gale Triangle, Inc.* (C.D. Cal. Feb 16, 2017) 2017 WL 708766 at * 10
(finding that "a settlement for fourteen percent recovery of Plaintiffs' maximum recovery is reasonable"); *In re*
Omnivision Techs., Inc. (N.D. Cal. 2008) 559 F.Supp.2d 1036, 1042 (approving settlement amount that "is just over
9% of the maximum potential recovery asserted by either party.").

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

2 24. While Plaintiff is confident in the merits of her claims, a legitimate controversy
3 exists as to each cause of action. Plaintiff also recognizes that proving the amount of wages due to
4 each class member would be an expensive, time-consuming, and uncertain proposition.

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

13 26. The Net Settlement Amount available for settlement payments is estimated to be
14 \$116,676.67 for a class of 110 persons.² As a result, each Settlement Class Member is eligible to
15 receive an average net benefit of approximately \$1,060.70.

16 27. The proposed Settlement of \$250,000.00, therefore, represents a substantial
17 recovery when compared to Plaintiff's reasonably forecasted recovery. When considering the risks
18 of litigation, the uncertainties involved in achieving class certification, the burdens of proof
19 necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that the
20 settlement amount of \$250,000.00 is well within the "ballpark" of reasonableness, and preliminary
21 settlement approval is appropriate.

22 ENHANCEMENT AWARD FOR PLAINTIFF IS REASONABLE

23 28. Class Counsel represent that Plaintiff devoted a great deal of time and work assisting
24 counsel in the case, communicated with counsel very frequently for litigation and to prepare for
25 mediation, and was frequently in contact with Class Counsel during the mediation. Plaintiff's
26 requested enhancement award is reasonable, particularly in light of the substantial benefits Plaintiff

27 ² The Net Settlement Amount is: \$250,000.00 minus \$83,333.33 for Class Counsel's attorneys' fees, minus
28 \$25,000.00 for Class Counsel's litigation expenses, minus \$4,990.00 in administration costs, minus \$10,000.00 for
the PAGA payment, and minus \$10,000.00 for the class representative service payment to Plaintiff.

1 generated for all class members.

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

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

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

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

1 reasonable to compensate Plaintiff for her active participation in this lawsuit.

2 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

3 33. The Settlement provides for attorneys' fees payable to Class Counsel in an amount
4 up to one-third (1/3) of the Settlement Amount, for a maximum fees award of \$83,333.33, plus
5 actual costs and expenses not to exceed \$25,000.00. The proposed award of attorneys' fees to Class
6 Counsel in this case can be justified under either method – lodestar or percentage recovery. Class
7 Counsel, however, intend to base the proposed award of fees, costs and expenses on the percentage
8 method as many of the entries in the time records will have to be redacted to preserve attorney-
9 client and attorney work product privileges.

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

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

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

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

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

3 MY EXPERIENCE AND QUALIFICATIONS

4 38. Wilshire Law Firm, PLC was selected by Best Lawyers and U.S. News & World
5 Report as one of the nation's Best Law Firms for every year since 2020 and is comprised of over
6 120 attorneys and over 600 total employees. Wilshire Law Firm, PLC is actively and continuously
7 practicing in employment litigation, representing employees in both individual and class actions
8 in both state and federal courts throughout California.

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

14 40. I graduated from the University of California, Los Angeles with a Bachelor of Arts
15 in Political Science, *summa cum laude*. I received my Juris Doctor from The George Washington
16 University Law School. During law school, I was a member of the student editorial board for the
17 Federal Circuit Bar Journal.

18 41. My practice is focused on advocating for the rights of consumers and employees in
19 class action litigation. I am currently the managing attorney in charge of litigating several class
20 action cases in state and federal courts in California.

21 42. As the attorney responsible for day-to-day management of this matter at the
22 Wilshire Law Firm, PLC, I have over four years of experience litigating wage and hour class
23 actions. Over the past four plus years, I have managed and assisted with the litigation and
24 settlement of several wage and hour class actions. In those class actions, I performed similar tasks
25 as those performed in the course of prosecuting this action.

26 43. I was selected as a "Southern California Rising Star" in 2025.

27 44. My current contingent billing rate of \$700 per hour is consistent with the legal
28 market, accepted hourly rates, and my expertise and knowledge as it pertains to wage and hour

1 matters. Below is a non-exhaustive list of the cases where I have been appointed as class counsel
2 in my own right (as opposed to being part of a firmwide appointment of counsel):

- 3 a. *Kingsbury v. Caravan Foods II, Inc.*, Alameda County, Case No. RG21096357;
4 Motion for Final Approval granted on January 31, 2023.
- 5 b. *Frias-Estrada v. Trek Retail Corporation*, Contra Costa County, Case No. MSC20-
6 01916; Motion for Final Approval granted on March 3, 2023.
- 7 c. *Reyes v. Everytable, PBC, et al.*, Los Angeles County, Case No. 21STCV35987;
8 Motion for Final Approval granted on May 3, 2023.
- 9 d. *Ortiz v. Tara Materials, Inc.*, San Diego County, Case No. 37-2021-0001473-CU-
10 OE-CTL; Motion for Final Approval granted on May 30, 2023.
- 11 e. *Cruz-Sanchez v. Eagle Lath & Plaster, Inc.*, Sacramento County, Case No. 34-2021-
12 00293739-CU-OE-GDS; Motion for Final Approval granted on May 30, 2023.
- 13 f. *Garduno v. New Generation Framing, Inc., et al.*, Stanislaus County, Case No. CV-
14 21-000544; Motion for Final Approval granted on August 11, 2023.
- 15 g. *Hernandez, et al. v. Burford Farming Company, Inc.*, Fresno County, Case No.
16 21CECG03817; Motion for Final Approval granted on August 21, 2023.
- 17 h. *Barajas v. Final Phase Construction, Inc.*, San Bernardino County, Case No.
18 CIVSB2118622; Motion for Final Approval granted on September 13, 2023.
- 19 i. *Jaimes, et al. v. Infiniti Health LLC*, Los Angeles County, Case No. 22STCV07261;
20 Motion for Final Approval granted on October 17, 2023.
- 21 j. *Nunez v. Gabriel Container*, Los Angeles County, Case No. 21STCV09787; Motion
22 for Final Approval granted on November 2, 2023.
- 23 k. *Lupercio v. Western CNC, Inc.*, San Diego County, Case No. 37-2021-00010314-
24 CU-OE-CTL; Motion for Final Approval granted on January 26, 2024.
- 25 l. *Jackson, et al. v. Apple Valley Communications, Inc., et al.*, San Bernardino County,
26 Case No. CIVSB2124721; Motion for Final Approval granted on February 1, 2024.
- 27 m. *Cuadras, et al. v. Guinn Corporation*, Kern County, Case No. BCV-21-101520;
28 Motion for Final Approval granted on February 22, 2024.

- 1 n. *Williams v. Total Longterm Care, Inc., et al.*, San Bernardino County, Case No.
2 CIVSB2213347; Motion for Final Approval granted on April 2, 2024.
- 3 o. *Meza v. Argus Management Company, LLC, et al.*, Los Angeles County, Case No.
4 21STCV31612; Motion for Final Approval granted on May 20, 2024.
- 5 p. *Wade v. Mallory Safety and Supply LLC*, Siskiyou County, Case No. 23CV00951;
6 Motion for Final Approval granted on July 11, 2024.
- 7 q. *Snell v. Shasta Community Health Center*, Shasta County, Case No. CVCV22-
8 199416; Motion for Final Approval granted on November 12, 2024.
- 9 r. *Arce v. Sammy's Woodfired Pizza*, San Diego County, Case No. 37-2023-00037670-
10 CU-OE-CTL; Motion for Final Approval granted on January 10, 2025.
- 11 s. *Ochoa, et al. v. La Tavola, LLC*, Napa County, Case No. 22CV000862; Motion for
12 Final Approval granted on January 23, 2025.
- 13 t. *Brown, et al. v. Fidelity Security Services, Inc.*, Los Angeles County, Case No.
14 21STCV31617; Motion for Final Approval granted on January 28, 2025.
- 15 u. *Torres v. Lupton Excavation, Inc.*, Sacramento County, Case No. 34-2022-
16 00317401-CU-OE-GDS; Motion for Final Approval granted on April 18, 2025.
- 17 v. *Peterson v. PJ Printers*, Orange County, Case No. 30-2022-01247546-CU-OE-
18 CTL; Motion for Final Approval granted on April 25, 2025.
- 19 w. *Harris v. D&D Gear Incorporated dba Absolute Technologies, Inc.*, Orange
20 County, Case No. 30-2021-01222330-CU-OE-CTL; Motion for Final Approval
21 granted on April 25, 2025.

22 45. Samantha A. Smith is a Senior Attorney at Wilshire Law Firm, PLC where her
23 practice is focused on managing wage and hour class action and PAGA settlements. Ms. Smith was
24 admitted to the California Bar in December of 2004, and received a J.D. from University of
25 California, Hastings College of the Law and a B.A. from University of California, Davis. Ms. Smith
26 has dedicated her 21-year career to plaintiffs'-side class action litigation. Her wealth of experience
27 includes successful work on all stages of class action litigation, including class action appeals, class
28 certification motions, and class settlements. *See, e.g., Blue Diamond Growers Product Labeling*

1 *Cases*, JCCP No. 4822 (Los Angeles County Superior Court) (false advertising of Blue Diamond
2 food products); *Adam vs. eHealth, Inc.*, Case No. 17CV309050 (Santa Clara County Superior Court)
3 (employee data breach); *Overton v. Armour-Eckrich Meats, LLC*, Case No. CIVDS1501325 (San
4 Bernardino County Superior Court) (unpaid wages, meal period and rest break claims, and PAGA
5 violations for nonexempt employees); *DeLeon et al. v. Westlake Services, LLC*, Case No. BC
6 526750 (Los Angeles County Superior Court) (unpaid overtime, meal period and rest break claims
7 for call center employees); *Sawyer v. Retail Data, LLC*, Case No. 30-2014-00753767-CU-OE-CXC
8 (Orange County Superior Court) (unpaid wage and rest break claims for piece rate workers); *Nguyen*
9 *v. Pharmerica Corporation et al.*, Case No. 30-2014-00716072-CU-OE-CXC (Orange County
10 Superior Court) (unpaid wages and unreimbursed expenses for pharmacists); *Laumea v.*
11 *Performance Food Group, Inc.*, Case No. CIVDS1407509 (San Bernardino Superior Court) (unpaid
12 wages, meal and rest break claims for non-exempt employees); *Durroh v. East West Bank*, Case
13 No. BC528860 (Los Angeles County Superior Court) (overtime claims for failure to include
14 bonuses in regular rate of pay for bank workers); *Gonzalez et al. v. SFFI Company, Inc. et al.*, Case
15 No. CIVDS1504287 (San Bernardino County Superior Court) (unpaid wages, meal period and rest
16 break claims for non-exempt employees).

17 46. Lisa B. Iturriaga is a fourth-year Associate Attorney at Wilshire Law Firm, PLC.
18 She was admitted to practice law in the State of California in November 2021. Lisa graduated from
19 University of South Florida with a Bachelor of Science in Finance and a Bachelor of Arts in
20 Marketing. She received her Juris Doctor from Chapman University Dale E. Fowler School of Law.
21 Since graduating, her practice has been in insurance defense (previously) and employment law
22 (currently). Since 2023, she has exclusively worked on Plaintiff-side wage and hour cases.

23 47. Arman A. Salehi is a second-year Associate Attorney at Wilshire Law Firm, PLC.
24 He was admitted to practice law in the State of California in 2023. Arman graduated from the
25 University of California, Los Angeles with a Bachelor of Arts in Sociology. He received his Juris
26 Doctor from the University of California College of the Law, San Francisco (formerly known as
27 U.C. Hastings). Since November 2023, his practice has mainly been focused on wage and hour class
28 action litigation.

1 48. Justin F. Marquez was a Senior Partner at Wilshire Law Firm, PLC. He graduated
2 from the University of California, Los Angeles's College Honors Program in 2004 with Bachelor
3 of Arts degrees in History and Japanese, *magna cum laude* and *Phi Beta Kappa*. As an
4 undergraduate, he also received a scholarship to study abroad for one year at Tokyo University in
5 Tokyo, Japan. He received his Juris Doctor from Notre Dame Law School in 2008. He has received
6 numerous awards for his legal work. From 2017 to 2020, Super Lawyers selected him as a
7 "Southern California Rising Star," and from 2022 to 2025, he was selected as a "Southern
8 California Super Lawyer." He was selected as one of the "Best Lawyers in America" from 2023 to
9 2025. In 2016 and 2017, the National Trial Lawyers selected him as a "Top 40 Under 40" attorney.
10 In 2024, he, along with his colleagues at Wilshire Law Firm, PLC, received a CLAY (California
11 Lawyer Attorneys of the Year) award for his work on a false advertising case against Apple which
12 ultimately led to a \$25 million settlement. His contingent hourly rate while at Wilshire Law Firm,
13 PLC was \$1,500 per hour. The reasonableness of Wilshire Law Firm, PLC's hourly rates is also
14 supported by several surveys of legal rates, including the following:

- 15 a. The 2022 Real Rate Report survey compiled by Wolters Kluwer, which presents the
16 real market rates of Los Angeles area attorneys who practice litigation. For that
17 category, the third quartile 2022 rate was \$1,045 per hour for partners and \$855 for
18 associates. Likewise, page 32 of the Report describes the rates charged by 183 Los
19 Angeles partners with "21 or more years of experience" and "Fewer than 21 years."
20 For those categories, the third quartile Los Angeles partner rate in 2022 were \$1,133
21 per hour for 21 or more years and \$1,075 for attorneys with fewer than 21 years. A
22 true and correct copy of portions of the 2022 Real Rate Report is attached hereto as
23 **Exhibit 3.**
- 24 b. In an article entitled "Big Law Rates Topping \$2,000 Leave Value 'In Eye of
25 Beholder,'" written by Roy Strom and published by Bloomberg Law on June 9,
26 2022, the author describes how Big Law firms have crossed the \$2,000-per hour
27 rate. The article also notes that law firm rates have been increasing by just under
28 3% per year. A true and correct copy of this article is attached hereto as **Exhibit 4.**

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

3 Executed on April 28, 2025, at Los Angeles, California.

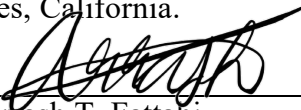
4 
5 Arrash T. Fattahi

Exhibit 1

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Attorneys for Plaintiff(s), NATASHA WINDOM

STATE OF CALIFORNIA

SUPERIOR COURT FOR THE COUNTY OF CONTRA COSTA

NATASHA WINDOM, individually, and on
 behalf of all others similarly situated,

Plaintiff,

v.

SKSS ENTERPRISES INC. dba THE UPS
 STORE, a California corporation; and DOES
 1 through 10, inclusive,

Defendants.

Case No.: C23-01274

**JOINT STIPULATION OF CLASS
 ACTION AND PAGA SETTLEMENT**

Complaint Filed: May 26, 2023
 Trial Date: None Set

This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,”
 or “Settlement Agreement”) is made and entered into by and between Plaintiff Natasha Windom
 (“Plaintiff”), individually, and on behalf of all others similarly situated and on behalf of the State
 of California with respect to aggrieved employees, and Defendant SKSS ENTERPRISES INC.

1 dba THE UPS STORE (“Defendant”) (together, Plaintiff and Defendant are referred to as
2 “Parties” and individually as “Party”).

3 This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as
4 defined herein), the State of California as to the employment of PAGA Employees (as defined
5 herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

6 **RECITALS**

7 1. On May 26, 2023, Plaintiff Natasha Windom filed a Class Action Complaint in
8 the action entitled *Natasha Windom v. SKSS Enterprises Inc., dba The UPS Store*, Contra Costa
9 County Superior Court Case No. C23-01274 (“Windom Action”), thereby commencing a
10 putative class action against Defendant. The complaint alleges eight (8) causes of action for
11 violations of the California Labor Code for failure to pay minimum and straight time wages,
12 failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit
13 rest periods, failure to timely pay final wages at termination, failure to provide accurate wage
14 statements, failure to indemnify employees for expenditures, and unfair business practices.

15 2. On December 7, 2023, Plaintiff Natasha Windom filed a First Amended Class and
16 Representative Action Complaint, adding a cause of action under the Private Attorneys General
17 Act of 2004 pursuant to California Labor Code Section 2698, et seq. (“PAGA”).

18 3. Defendant denies all material allegations set forth in the Actions and has asserted
19 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
20 the Parties desire to fully and finally settle the Actions, Released Class Claims (as defined
21 herein), and Released PAGA Claims (as defined herein).

22 4. Class Counsel diligently investigated the class and PAGA claims against
23 Defendant, including any and all applicable defenses and the applicable law. The investigation
24 included, *inter alia*, the exchange of information, data, and documents, and review of corporate
25 policies and practices. The Parties have engaged in sufficient informal discovery and
26 investigation to assess the relative merits of the claims and contentions of the Parties.

27 5. On April 4, 2024, the Parties participated in mediation with Judge Howard R.
28 Broadman (Ret.) (the “Mediator”), a respected mediator of complex wage and hour actions, and

1 with the assistance of the Mediator's evaluations, the Parties reached the settlement that is
2 memorialized herein. The Parties' settlement discussions were conducted at arms' length, and
3 the Settlement is the result of an informed and detailed analysis of Defendant's potential liability
4 and exposure in relation to the costs and risks associated with continued litigation. Based on
5 Class Counsel's investigation and evaluation, Class Counsel believes that the settlement with
6 Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair,
7 reasonable, and adequate and is in the best interest of the Class Members, the State of California,
8 and PAGA Employees in light of all known facts and circumstances, including the risk of
9 significant delay and uncertainty associated with litigation and various defenses asserted by
10 Defendant.

11 6. The Parties expressly acknowledge that this Settlement Agreement is entered into
12 solely for the purpose of compromising significantly disputed claims and that nothing herein is
13 an admission of liability or wrongdoing by Defendant. If for any reason this Settlement
14 Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to
15 their original respective positions.

16 **DEFINITIONS**

17 7. The following definitions are applicable to this Settlement Agreement. Definitions
18 contained elsewhere in this Settlement Agreement will also be effective.

19 a. "Court" means the Superior Court of the State of California for the County
20 of Contra Costa.

21 b. "Action" means the matter of *Natasha Windom v. SKSS Enterprises Inc.*
22 *dba The UPS Store, a California corporation*, Contra Costa County Superior Court Case No.
23 C23-01274.

24 c. "Class Settlement" means the settlement and resolution of all Released
25 Class Claims.

26 d. "Effective Date" means the later of the following dates: (1) the date the
27 Court finally approves this settlement if no objections are filed to the settlement; (2) if objections
28 are filed and overruled, and no appeal is taken of the final approval order, 60 days after the final

1 approval order is signed; or, (3) if an appeal is take from the Court's overruling of objections to
2 the settlement, 10 days after the appeal is withdrawn or after an appellate decision affirming the
3 final approval order becomes final.

4 e. Gross Settlement Amount ("GSA") means the amount of \$250,000.00,
5 subject to potential pro rata increase as provided in Section 7(r) of this Agreement, which shall
6 be paid by Defendant within 30 days of the Effective Date, as defined in Section 7(d). Nothing
7 herein shall preclude Defendant from making payment prior to these deadlines. Defendant shall
8 have no obligation to pay any sum aside from the GSA, the potential pro rata increase, and
9 Defendant's share of payroll taxes, in order to effectuate its duties under this Agreement.

10 f. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court
11 for Class Counsel's litigation and resolution of the Action and all actual costs and expenses
12 incurred and to be incurred by Class Counsel in connection with the Action, as set forth in
13 Paragraph 10.

14 g. "Defendant's Counsel" means Ian B. Wieland and David G. Litman of
15 Sagaser, Watkins & Wieland, P.C.

16 h. "Class Counsel" means Arrash T. Fattahi and Arman A. Salehi of
17 Wilshire Law Firm, who will seek to be appointed counsel for the Class Members and Aggrieved
18 Employees.

19 i. "Released Parties" means Defendant, together with its present and former
20 parents, subsidiaries, affiliated entities, commonly owned or controlled entities, its present and
21 former owners, board members, officers, directors, trustees, shareholders, members, partners,
22 employees, agents, insurers, attorneys, representatives, heirs, executors, administrators,
23 successors and assigns, and any individual or entity to whom liability for the Released Claims,
24 as defined herein, could be assigned pursuant to Labor Code § 558.1 (collectively, the "Released
25 Parties").

26 j. "Settlement Class" means all non-exempt, hourly-paid employees
27 employed by Defendant in California and paid by Defendant for work performed at any time
28 between November 29, 2018, through July 3, 2024.

k. “Aggrieved Employees” means all non-exempt employees employed by Defendant in California and paid by Defendant for work performed at any time between June 21, 2022, through July 3, 2024.

l. “Class Release Period” means Class Members, excluding those who opt out of the settlement, shall release the Released Parties from the Released Class Claims for the period of November 29, 2018, through July 3, 2024, unless Defendant chooses an earlier release date for the Class Members pursuant to Section 7 that would result in Defendant avoiding any pro rata increase.

m. “PAGA Release Period” means that the Aggrieved Employees shall release the Released Parties from the Released PAGA Claims for the period of June 21, 2022, through July 3, 2024. The PAGA Release Period is not subject to change, nor is it subject to any pro rata increase.

n. “Effective Date of Release” means that all Class Members, excluding those who opt out of the settlement, and all Aggrieved Employees (who shall not have the right to opt out) shall be bound, as of the Effective Date, by a release of the Released Class and PAGA Claims, as defined herein. Nothing herein shall be construed to extend the time in which a Class Member has to opt-out of the settlement.

o. “Released Class Claims” means any and all, but not limited to, state wage and hour claims for any and all violations of California's Labor Code and Unfair Competition Law based on Defendant’s failure to pay for all hours worked (including minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, failure to furnish accurate itemized wage statements, and failure to indemnify employees for expenditures based on the alleged Labor Code violations, and all damages, interest, penalties, attorneys’ fees, costs, and other amounts recoverable under said causes of action under California law, to the extent permissible, including, but not limited to, the California Labor Code and the applicable Wage Orders.

p. “Released PAGA Claims” means any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA facts stated in the

Operative Complaint and the PAGA Notice, including any and all claims involving any alleged failure to pay minimum wages or overtime, failure to provide meal and rest periods, failure to provide accurate wage statements, failure to pay all wages due at separation, and failure to reimburse business expenses.

q. “Resolution of Good Faith Dispute” refers to the Parties’ intent that these releases be construed as broadly as possible. The releases exclude the release of claims not permitted by law. The parties warrant and represent that the releases resolve, pursuant to Labor Code sections 206 and 206.5, and applicable case law (including but not limited to *Chindarah v. Pick Up Stix, Inc.* (2009) 171 Cal.App.4th 796) a good faith dispute regarding any and all wages, if any, owed to Class Members or Aggrieved Employees through their last day of employment with the Released Parties within the Class Release Period and PAGA Release Period.

r. “Pro Rata Increase for Class Claims” refers to the pro rata increase of the Gross Settlement Amount. Defendant represents that there are approximately 110 class members who worked 7,711 workweeks from November 29, 2018, to April 4, 2024. If the ultimate number of workweeks (in the Class Period) exceeds 7,711 by 10% (e.g. 771 workweeks more than 7,711 [8,482 workweeks]), the GSA will increase pro rata per additional workweek above 8,482. If the Pro Rata Increase Threshold is triggered, Defendant shall have the exclusive right/choice to end the Class Release Period before the pro rata increase is triggered.

s. “Class List” means a complete list of all Class Members and Aggrieved Employees that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; and (4) dates worked for Defendant during the Class Period.

t. “Notices to Class Members” means the notices sent to Class Members, the timeline for opting-out of the class settlement, and other procedures related to notifying Class Members and Aggrieved Employees of the settlement that the Parties will agree on as to form. There shall be no claim form that any Class Members are required to submit to receive their

1 settlement proceeds. All Class Members, excluding those who opt out of the settlement, will
2 receive a settlement check for the release of their Released Class Claims. All Aggrieved
3 Employees will receive a settlement check for the release of their Released PAGA Claims.

4 u. "Request for Exclusion" means a letter submitted by a Class Member
5 indicating a request to be excluded from the Class Settlement, which must: (a) contain the case
6 name and number of the Action (*Natasha Windom v. SKSS Enterprises Inc. dba The UPS Store*,
7 Contra Costa County Superior Court, Case No. C23-01274); (b) contain the Class Member's full
8 name, signature, address, telephone number, and last four (4) digits of the Class Member's Social
9 Security number; (c) clearly state that the Class Member does not wish to be included in the Class
10 Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address,
11 postmarked on or before the Response Deadline.

12 v. "Response Deadline" means the deadline by which Class Members must
13 submit a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be
14 the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the
15 Settlement Administrator to Class Members, unless the 45th day falls on a Sunday or Federal
16 holiday, in which case the Response Deadline will be extended to the next day on which the
17 United States Postal service is open. The Response Deadline may also be extended by express
18 agreement between Class Counsel and Defendant's Counsel. Under no circumstances, however,
19 will the Settlement Administrator have the authority to extend the Response Deadline. In the
20 event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class
21 Member shall be extended fifteen (15) calendar days from the original Response Deadline

22 w. "No Reversion, No Claims Made" means that there will be no reversion
23 to Defendant and no claims process for Class Members to receive payment.

24 x. "Employer's Share of Payroll Taxes" means the Defendant's share of
25 payroll taxes will be paid by Defendant separate from and in addition to the GSA. Defendant
26 shall provide the Settlement Administrator with funds sufficient to cover all employer taxes
27 attributable to the individual settlement payments designated as wages by its deadline to fund the
28 GSA. The employer taxes shall be paid by the Settlement Administrator directly to the

appropriate federal and state taxing authorities.

y. “Net Settlement Amount” means the portion of the Gross Settlement Amount that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount less the Court-approved Attorneys' fees, costs, class representative enhancement award, PAGA Payment, and settlement administration costs.

z. “Enhancement Payment” means the amount to be paid to Plaintiff, in recognition of her effort and work in prosecuting the Actions on behalf of Class Members and PAGA Employees, and general release of claims, as set forth in Paragraph 11.

aa. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

bb. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

cc. “Final Approval Order and Judgment” means the order granting final approval of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

dd. “Individual PAGA Payment” means the pro rata share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be calculated in accordance with Paragraph 16.

ee. “Individual Settlement Share” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 17.

ff. “Individual Settlement Share” means the pro rata share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in accordance with Paragraph 15.

gg. “LWDA Payment” means the amount of seven thousand five hundred dollars and zero cents (\$7,500.00), i.e., 75% of the PAGA Amount, that the Parties have agreed

to pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 12.

hh. “Notice of Objection” means a Class Member’s written objection to the Class Settlement, which must: (a) contain the case name and number of the Action (*Natasha Windom v. SKSS Enterprises Inc. dba The UPS Store*, Contra Costa County Superior Court, Case No. C23-01274); (b) contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

ii. “PAGA Amount” means the allocation of ten thousand dollars and zero cents (\$10,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%) of the PAGA Amount, or \$7,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or \$2,500.00, will be distributed to the Aggrieved Employees (i.e., the PAGA Employee Amount).

jj. “PAGA Employee(s)” means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period.

kk. “PAGA Employee Amount” means the amount of two thousand five hundred dollars and zero cents (\$2,500.00), i.e., 25% of the PAGA Amount, to be distributed to Aggrieved Employees on a pro rata basis based on their PAGA Pay Periods.

ll. “PAGA Period” means the period from June 21, 2022, through July 3, 2024.

mm. “PAGA Settlement” means the settlement and resolution of all Released PAGA Claims.

nn. “PAGA Pay Periods” means the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period.

oo. “Preliminary Approval” means the date on which the Court enters the Preliminary Approval Order.

pp. “Preliminary Approval Order” means the order granting preliminary approval of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

qq. “Settlement Administrator” means APEX Class Action Administrators, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering the Settlement. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

rr. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in Paragraph 13.

ss. “Settlement Class” or “Settlement Class Member(s)” means all Class Members who do not submit a timely and valid Request for Exclusion.

tt. “Workweeks” means the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period.

uu. “Workweeks Dispute” means a letter submitted by a Class Member disputing the number of Workweeks and/or PAGA Pay Periods to which they have been credited, which must: (a) contain the case name and number of the Action (*Natasha Windom v. SKSS Enterprises Inc. dba The UPS Store*, Contra Costa County Superior Court, Case No. C23-01274); (b) contain the Class Member’s full name, signature, address, telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or PAGA Pay Periods credited to the Class Member and what the Class Member contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

///

1 **CLASS CERTIFICATION**

2 8. For the purposes of this Settlement only, the Parties stipulate to the certification
3 of the Class.

4 9. The Parties agree that certification for the purpose of settlement is not an
5 admission that certification is proper under Section 382 of the California Code of Civil
6 Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties'
7 stipulation to class certification as part of the Settlement shall become null and void, *ab initio*,
8 and shall have no bearing on, and shall not be admissible in connection with, the issue of whether
9 or not certification would be inappropriate in a non-settlement context.

10 **TERMS OF THE AGREEMENT**

11 NOW, THEREFORE, in consideration of the mutual covenants, promises, and
12 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

13 10. Attorneys' Fees and Costs. Defendant agrees not to oppose Plaintiff's request for
14 attorneys' fees to the extent the request does not exceed one-third of the GSA (currently estimated
15 at \$83,333.33), which fees shall be paid from the GSA. Any portion of the fee allocation not
16 approved by the court will revert to the NSA. Defendant agrees not to oppose Plaintiff's request
17 for reimbursement for Plaintiff's statutory litigation costs to the extent the request does not
18 exceed \$25,000.00, which costs shall be paid from the GSA. Any unused funds of this cost
19 allocation will revert to the NSA.

20 11. Enhancement Payment. Defendant agrees not to oppose Plaintiff's request for an
21 enhancement award to Plaintiff of up to \$10,000.00. This payment shall be in addition to the *pro*
22 *rata* recovery received by Plaintiff as part of the settlement. Plaintiff agrees not to opt-out of the
23 settlement. Any portion of the Enhancement Award allocation not approved by the court will
24 revert to participating class members. In exchange for this Enhancement Award, Plaintiff will
25 provide to Released Parties a general release, including a Civil Code section 1542 waiver.

26 12. PAGA Amount. Subject to approval by the Court, the Parties agree that the
27 amount of ten thousand dollars and zero cents (\$10,000.00) shall be allocated from the Gross
28 Settlement Amount toward penalties under the Private Attorneys General Act, California Labor

Code Section 2698, et seq. (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$7,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$2,500.00, be distributed to the Aggrieved Employees. The \$10,000.00 PAGA Payment shall be deducted from and paid out of the Gross Settlement Amount.

13. Settlement Administration Costs. The Parties have agreed on a Settlement Administrator to administer the settlement. Defendant agrees not to oppose Plaintiff's request for reimbursement for the settlement administrator's up to \$5,000.00, which costs will be paid from the GSA. Any unused funds of this cost allocation will revert to the NSA. These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include, inter alia, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

14. Escalator Clause. Defendant has represented that from November 29, 2018, to April 4, 2024 (date of mediation), the class consisted of 110 class members who worked 7,711 Workweeks. If it is determined by the Settlement Administrator that the ultimate number of Workweeks (in the Class Period) worked by the Class Members during the Class Period actually exceeds 7,711 by more than 10% (i.e. 771 Workweeks more than 7,711 [8,482 Workweeks]), the GSA will increase *pro rata* per additional workweek above 8,482. If the Pro Rata Increase Threshold is triggered, Defendant shall have the exclusive right to either choose to: (1) cut off the end date for the Class Period as of the date on which the number of workweeks reaches 7,711,

1 or (2) increase the GSA on a proportional basis equal to the percentage increase in number of
2 workweeks worked by the Class Members above the 10% (i.e., if there was an 11% increase in
3 the number workweeks during the Class Period, Defendant would agree to increase the GSA by
4 1%).

5 15. Individual Settlement Share Calculations Individual Settlement Shares will be
6 calculated and apportioned from the Net Settlement Amount based on the Class Members'
7 number of Workweeks, as follows:

8 a. After Preliminary Approval, the Settlement Administrator will divide the
9 Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated
10 Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated
11 Workweek Value to yield each Class Member's estimated Individual Settlement Share that each
12 Class Member may be entitled to receive under the Class Settlement.

13 b. After Final Approval, the Settlement Administrator will divide the final
14 Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final
15 Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the
16 Final Workweek Value to each Settlement Class Member's final Individual Settlement Share.

17 16. Individual PAGA Payment Calculations. To calculate the amount each Aggrieved
18 Employee will receive based on their Qualifying PAGA Work Week (defined as a pay period
19 during which an Aggrieved Employee was employed by Defendant during the PAGA Release
20 Period and received payment for wages for work performed within the pay period), the PAGA
21 Payment, less the 75% thereof payable to the LWDA, will be divided by the total number of
22 Qualifying PAGA Work Weeks by all Aggrieved Employees during the PAGA Release Period
23 and then allocated on a pro rata basis (i.e., according to the Qualifying PAGA Work Weeks
24 worked by each of the individual Aggrieved Employees during the PAGA Release Period.)

25 17. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments.
26 Each Individual Settlement Share will be allocated as follows: ten percent (10%) as wages and
27 ninety percent (90%) as penalties, interest, and non-wage damages. The portion allocated to
28 wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and

1 non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement
2 Administrator. The Settlement Administrator will withhold the employee's share of taxes and
3 withholdings with respect to the wages portion of the Individual Settlement Shares, and issue
4 checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of
5 their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will
6 be paid separately and in addition to the Gross Settlement Amount. Each Individual PAGA
7 Payment will be allocated as one hundred percent (100%) penalties and will be reported on an
8 IRS Form 1099 (if applicable) by the Settlement Administrator.

9 18. Net Settlement Fund Designation/Characterization of Settlement Payments to
10 Class: 10% as wages and 90% as penalties and interest.

11 19. Administration of Taxes by the Settlement Administrator. The Settlement
12 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA
13 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as
14 may be required by law for all amounts paid pursuant to this Settlement Agreement. The
15 Settlement Administrator will also be responsible for calculating the Employer Taxes and
16 forwarding all payroll taxes and other legally required withholdings to the appropriate
17 government authorities.

18 20. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do
19 not intend anything contained in this Settlement Agreement to constitute advice regarding taxes
20 or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff,
21 Settlement Class Members, and PAGA Employees are not relying on any statement,
22 representation, or calculation by Defendant, the Settlement Administrator, or Class Counsel in
23 this regard. Plaintiff, Settlement Class Members, and PAGA Employees understand and agree
24 that Plaintiff, Settlement Class Members, and PAGA Employees will be solely responsible for
25 the payment of any taxes and penalties assessed on the payments described in this Settlement
26 Agreement. Plaintiff, Settlement Class Members, and PAGA Employees should consult with
27 their tax advisors concerning the tax consequences of any payment they receive under the
28 Settlement.

1 21. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT
2 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY”
3 AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE
4 ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES
5 THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN
6 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
7 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY
8 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
9 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
10 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
11 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
12 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
13 ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT
14 ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
15 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
16 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
17 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY
18 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
19 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER
20 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
21 OF ANY SUCH ATTORNEY’S OR ADVISOR’S TAX STRATEGIES (REGARDLESS OF
22 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
23 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
24 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
25 SETTLEMENT AGREEMENT.

26 22. Settlement Awards Do Not Trigger Additional Benefits. All payments made
27 under the Settlement shall be deemed to be paid to the payee solely in the year in which such
28 payments actually are issued to the payee. It is expressly understood and agreed that payments

made under this Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

23. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement. Upon execution of this Settlement Agreement, Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of the Settlement—which Plaintiff and Class Counsel will be responsible for drafting—and submit this Settlement Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. By way of said motion, Plaintiff will apply for the entry of the Preliminary Approval Order seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiff as the representative of the Class;
- d. Preliminarily appointing Class Counsel as counsel for the Class;
- e. Approving as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing by First Class U.S. Mail;
- f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice;
- g. Scheduling a Final Approval Hearing at which the Court will determine whether Final Approval of the Settlement should be granted.

24. Notice of Settlement to the LWDA. Pursuant to California Labor Code §

2699(1)(2), Class Counsel shall notify the LWDA of the Settlement upon filing the motion for preliminary approval of the Settlement.

25. Delivery of Class List. Within twenty-one (21) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

26. Notice by First-Class U.S. Mail.

a. Within seven (7) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search, using the name, address, and/or Social Security number of the Class Member, and perform a single re-mailing within five (5) calendar days.

c. Compliance with the procedures described herein above shall constitute due and sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process. Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to provide notice of the Settlement.

27. Disputes Regarding Workweeks and/or PAGA Pay Periods. Class Members will have an opportunity to dispute the number of Workweeks and/or PAGA Pay Periods to which they have been credited, as reflected in their respective Class Notices, by submitting a timely and valid Workweeks Dispute to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the

1 exclusive means to determine whether a Workweeks Dispute has been timely submitted. Absent
2 evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of
3 Workweeks and/or PAGA Pay Periods to be credited to a disputing Class Member, Defendant's
4 records will be presumed to be correct and determinative of the dispute. However, if a Class
5 Member produces information and/or documents to the contrary, the Settlement Administrator
6 will evaluate the materials submitted by the Class Member and the Settlement Administrator will
7 resolve and determine the number of eligible Workweeks and/or PAGA Pay Periods that the
8 disputing Class Member should be credited with under the Settlement. The Settlement
9 Administrator's decision on such disputes will be final and non-appealable.

10 28. Requesting Exclusion from the Class Settlement. Any Class Member wishing to
11 be excluded from the Class Settlement must submit a timely and valid Request for Exclusion to
12 the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The
13 date of the postmark on the return mailing envelope will be the exclusive means to determine
14 whether a Request for Exclusion has been timely submitted. The Settlement Administrator will
15 certify jointly to Class Counsel and Defendant's Counsel the number of timely and valid Requests
16 for Exclusion that are submitted, and also identify the individuals who have submitted a timely
17 and valid Request for Exclusion in a declaration that is to be filed with the Court in advance of
18 the Final Approval Hearing. At no time will any of the Parties or their counsel seek to solicit or
19 otherwise encourage Class Members to request exclusion from the Class Settlement. Any Class
20 Member who submits a Request for Exclusion is prohibited from making any objection to the
21 Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will
22 not be bound by the Class Settlement and will not be issued an Individual Settlement Payment.
23 Any Class Member who does not affirmatively request exclusion from the Class Settlement by
24 submitting a timely and valid Request for Exclusion will be bound by all of the terms of the Class
25 Settlement, including and not limited to those pertaining to the Released Class Claims, as well
26 as any judgment that may be entered by the Court if it grants Final Approval to the Settlement.
27 Notwithstanding the above, all PAGA Employees will be bound to the PAGA Settlement and
28 will be issued their Individual PAGA Payment, irrespective of whether they submit a Request

1 for Exclusion.

2 29. Objecting to the Class Settlement. To object to the Class Settlement, Settlement
3 Class Members must submit a timely and complete Notice of Objection to the Settlement
4 Administrator, by mail, postmarked on or before the Response Deadline. The date of the
5 postmark on the return mailing envelope will be the exclusive means to determine whether a
6 Notice of Objection has been timely submitted. The Settlement Administrator will certify jointly
7 to Class Counsel and Defendant's Counsel the number of Notices of Objection that are submitted
8 (specifying which ones were timely and complete and which were not), and also attach them to
9 a declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no
10 time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement
11 Class Members to object to the Class Settlement or appeal from the Final Approval Order and
12 Judgment. Settlement Class Members, individually or through counsel, may also present their
13 objection orally at the Final Approval Hearing, regardless of whether they have submitted a
14 Notice of Objection.

15 30. Reports by the Settlement Administrator. The Settlement Administrator shall
16 provide weekly reports to counsel for the Parties providing: (a) the number of undeliverable and
17 re-mailed Class Notices; (ii) the number of Class Members who have submitted Workweeks
18 Disputes; (iii) the number of Class Members who have submitted Requests for Exclusion; and
19 (iv) the number of Settlement Class Members who have submitted Notices of Objection.
20 Additionally, the Settlement Administrator will provide to counsel for the Parties any updated
21 reports regarding the administration of the Settlement Agreement as needed or requested, and
22 immediately notify the Parties when it receives a request from an individual or any other entity
23 regarding inclusion in the Class and/or Settlement or regarding a Workweeks Dispute.

24 31. Defendant's Right to Rescind. Defendant has the right at its sole discretion to
25 terminate the Settlement if more than 10% of Class Members timely elect to opt out of the
26 Settlement, as determined by the Parties' selected Settlement Administrator. If Defendant
27 exercises its right under this paragraph, Defendant shall be solely liable for administrative costs
28 incurred by the Settlement Administrator.

32. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

33. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for: (a) Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final Approval Order and Judgment, which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certification of the Settlement Class;
- c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- d. Approval of the application for Enhancement Payment to Plaintiff;
- e. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and
- f. Entering judgment in the Action, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

34. Funding of the Gross Settlement Amount. No later than thirty (30) days after the Effective Date, Defendant shall deposit the GSA into a Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, et seq., to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement

Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than fifteen (15) calendar days after the Effective Date.

35. Distribution of the Gross Settlement Amount. Within five (5) business days of the funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual Settlement Payments to Settlement Class Members, the Individual PAGA Payments to PAGA Employees, the LWDA Payment to the LWDA, the Enhancement Payment to Plaintiff, the Attorneys' Fees and Costs to Class Counsel, and the Settlement Administration Costs to itself.

The Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and timely forward these to the appropriate government authorities.

36. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of checks to the Settlement Class Members and the Individual PAGA Payments by way of checks to the PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check if the intended recipient for both payments is one individual. Settlement Class Members and PAGA Employees are not required to submit a claim to be issued an Individual Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks shall be distributed by the Settlement Administrator to St. Jude Children's Research Hospital, or other agreed-upon charity acceptable to the Court, in the name of the Settlement Class Member and/or PAGA Employee. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendant will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake

1 amended and/or supplemental tax filings and reporting required under applicable local, state, and
2 federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment
3 and/or Individual PAGA Payment checks. Settlement Class Members whose Individual
4 Settlement Payment checks are canceled shall, nevertheless, be bound by the Class Settlement,
5 and PAGA Employees whose Individual PAGA Payment checks are canceled shall, nevertheless,
6 be bound by the PAGA Settlement.

7 37. Class Settlement Release. Upon the Effective Date and full funding of the Gross
8 Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully,
9 finally, and forever released, settled, compromised, relinquished, and discharged the Released
10 Parties of all Released Class Claims.

11 38. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross
12 Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and
13 all PAGA Employees will be deemed to have fully, finally, and forever released, settled,
14 compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

15 39. Plaintiff's General Release. Upon the Effective Date and full funding of the
16 Gross Settlement Amount, Plaintiff, individually and on her own behalf, will be deemed to have
17 fully, finally, and forever released, settled, compromised, relinquished, and discharged the
18 Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees,
19 costs, expenses, attorneys' fees, damages, or causes of action of any kind or nature whatsoever,
20 known or unknown, suspected or unsuspected, asserted or unasserted, which Plaintiff, at any
21 time of execution of this Settlement Agreement, had or claimed to have or may have, including
22 but not limited to any and all claims arising out of, relating to, or resulting from her employment
23 and/or separation of employment with the Released Parties, including any claims arising under
24 any federal, state, or local law, statute, ordinance, rule, or regulation or Executive Order relating
25 to employment, including, but in no way limited to, any claim under Title VII of the Civil Rights
26 Act of 1964, as amended, 42 U.S.C. § 1981; the Americans with Disabilities Act; the Family and
27 Medical Leave Act; the Employee Retirement Income Security Act; the California Family Rights
28 Act; the California Fair Employment and Housing Act; all claims for wages or penalties under

1 the Fair Labor Standards Act; all claims for wages or penalties under the California Labor Code;
2 Business and Professions Code sections 17200 *et seq.*; all laws relating to violation of public
3 policy, retaliation, or interference with legal rights; any and all other employment or
4 discrimination laws; whistleblower claims; any tort, fraud, or constitutional claims; and any
5 breach of contract claims or claims of promissory estoppel. It is agreed that this is a general
6 release and is to be broadly construed as a release of all claims, provided that, notwithstanding
7 the foregoing, this Paragraph expressly does not include a release of any claims that cannot be
8 released hereunder by law. Plaintiff understands and expressly agrees that this Settlement
9 Agreement extends to claims that she has against Defendant, of whatever nature and kind, known
10 or unknown, suspected or unsuspected, vested or contingent, past, present, or future, arising from
11 or attributable to an incident or event, occurring in whole or in part, on or before the execution
12 of this Settlement Agreement. Any and all rights granted under any state or federal law or
13 regulation limiting the effect of this Settlement Agreement, including the provisions of Section
14 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of
15 the California Civil Code reads as follows:

16 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
17 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN**
18 **HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF**
19 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER**
20 **SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

21 40. Final Approval Order and Judgment. The Parties shall provide the Settlement
22 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the
23 Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its
24 website for sixty (60) calendar days. No individualized notice of the Final Approval Order and
25 Judgment to the Class will be required.

26 41. Continuing Jurisdiction. After entry of the judgment pursuant to the Settlement,
27 the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of
28 Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing:

(a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

42. Effects of Termination or Rescission of Settlement. Termination or rescission of the Settlement Agreement shall have the following effects:

a. The Settlement Agreement shall be void and shall have no force or effect, and no Party shall be bound by any of its terms;

b. In the event the Settlement Agreement is terminated, Defendant shall have no obligation to make any payments to any Party, Class Member, or attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the Settlement has been terminated;

c. The Preliminary Approval Order, Final Approval Order and Judgment, including any order certifying the Class, shall be vacated;

d. The Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Actions prior to the execution of the Settlement Agreement;

e. Neither this Settlement Agreement, nor any ancillary documents, actions, statements, or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Actions or any other action for any purpose whatsoever; and

f. Any documents generated to bring the Settlement into effect, will be null and void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

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

1 44. Exhibits Incorporated by Reference. The terms of this Settlement include the
2 terms set forth in any attached exhibits, which are incorporated by this reference as though fully
3 set forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

4 45. Entire Agreement. This Settlement Agreement and any attached exhibits
5 constitute the entirety of the Parties' agreement relating to the settlement and transaction
6 completed thereby, and all prior or contemporaneous agreements, understandings,
7 representations, and statements, whether oral or written and whether by a Party or such Party's
8 legal counsel, are merged herein. No other prior or contemporaneous written or oral agreements
9 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code §
10 1625 and California Code of Civil Procedure § 1856(a), which provide that a written agreement
11 is to be construed according to its terms and may not be varied or contradicted by extrinsic
12 evidence, and the Parties agree that no such extrinsic oral or written representations or terms will
13 modify, vary, or contradict the terms of this Settlement Agreement.

14 46. Interim Stay of Proceedings. The Parties agree to hold in abeyance all
15 proceedings in the Actions (including with respect to California Code of Civil Procedure §
16 583.310), except such proceedings necessary to implement and complete this Settlement
17 Agreement, pending the Final Approval Hearing to be conducted by the Court.

18 47. Confidentiality/Non-Publicity: Plaintiff and her counsel will keep the operative
19 complaint(s), PAGA letter, and this settlement confidential through preliminary approval.
20 Thereafter, Plaintiff and her counsel further agree to keep this settlement, operative complaint(s),
21 and the PAGA letter confidential, including without limitation no disclosures to current or former
22 employees of the Released Parties, to the media, or on any websites, blogs, social media, and/or
23 online platforms. Exceptions to the obligation of confidentiality in this section are: (i) disclosures
24 necessary to comply with the law, judicial process, or for financial planning or tax preparation
25 purposes; (ii) to obtain, seek, and maintain approval of this settlement in court and as is necessary
26 to provide settlement information to Class Members, and (iii) if any party seeks to enforce any
27 term or condition of this Agreement against any other party. Nothing herein shall prevent
28 Plaintiff's counsel from disclosing this settlement for purposes of describing their qualifications
as counsel in other cases or as required by a court, nor shall any terms herein preclude Class
Counsel from communicating with and fulfilling its obligations to Class Members or Aggrieved

1 Employees.

2 48. Amendment or Modification. Prior to the filing of the motion for preliminary
3 approval of the Settlement, the Parties may not amend or modify any provision of this Settlement
4 Agreement except by written agreement signed by counsel for all Parties. After the filing of the
5 motion for preliminary approval of the Settlement, the Parties may not amend or modify any
6 provision of this Settlement Agreement except by written agreement signed by counsel for all
7 the Parties and subject to Court approval. A waiver or amendment of any provision of this
8 Settlement Agreement will not constitute a waiver of any other provision.

9 49. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant
10 and represent they are expressly authorized by the Parties whom they represent to negotiate this
11 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
12 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
13 documents required to effectuate the terms of this Settlement Agreement. The Parties warrant
14 that they understand and have full authority to enter into this Settlement Agreement, and further
15 intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and
16 agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms,
17 notwithstanding any mediation confidentiality provisions that otherwise might apply under state
18 or federal law.

19 50. Signatories. It is agreed that because the members of the Class are so numerous,
20 it is impossible or impractical to have each Settlement Class Member or PAGA Employee
21 execute this Settlement Agreement. The Class Notice will advise all Class Members of the
22 binding nature of the Class Settlement as to the Settlement Class Members and the binding nature
23 of the PAGA Settlement as to the PAGA Employees, and the releases provided for by this
24 Settlement Agreement shall have the same force and effect as if this Settlement Agreement were
25 executed by each Settlement Class Member and PAGA Employee.

26 51. Binding on Successors and Assigns. This Settlement Agreement will be binding
27 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
28 defined.

52. California Law Governs. All terms of this Settlement Agreement and attached
exhibits hereto will be governed by and interpreted according to the laws of the State of

1 California.

2 53. Execution and Counterparts. This Settlement Agreement is subject only to the
3 execution of all Parties. However, this Settlement Agreement may be executed in one or more
4 counterparts. All executed counterparts and each of them, including facsimile, electronic, and
5 scanned copies of the signature page, will be deemed to be one and the same instrument.

6 54. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
7 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have
8 arrived at this Settlement after arm's length negotiations and in the context of adversarial
9 litigation, taking into account all relevant factors, present and potential. The Parties further
10 acknowledge that they are each represented by competent counsel and that they have had an
11 opportunity to consult with their counsel regarding the fairness and reasonableness of this
12 Settlement Agreement. In addition, if necessary to obtain approval of the Settlement, the
13 Mediator may execute a declaration supporting the Settlement and the reasonableness of the
14 Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement
15 and whether or not the Settlement is objectively fair and reasonable.

16 55. Invalidity of Any Provision. Before declaring any provision of this Settlement
17 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
18 extent possible consistent with applicable precedents so as to define all provisions of this
19 Settlement Agreement valid and enforceable.

20 56. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and,
21 by signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully
22 cooperate to implement the Settlement.

23 57. Non-Admission of Liability; Conditional Nature of Settlement. This settlement
24 shall not constitute an admission of liability by Released Parties. The Parties' settlement and this
25 agreement are conditioned upon the Court's approval. The Parties enter into this Settlement
26 Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense,
27 and risk of continued litigation. In entering into this Settlement Agreement, Defendant does not
28 admit, and specifically denies, it has violated any federal, state, or local law; violated any

1 regulations or guidelines promulgated pursuant to any statute or any other applicable laws,
2 regulations, or legal requirements; breached any contract; violated or breached any duty; engaged
3 in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to
4 its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of
5 the negotiations connected with it, shall be construed as an admission or concession by Defendant
6 of any such violations or failures to comply with any applicable law. Except as necessary in a
7 proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its
8 terms and provisions shall not be offered or received as evidence in any action or proceeding to
9 establish any liability or admission on the part of Defendant or to establish the existence of any
10 condition constituting a violation of, or a non-compliance with, federal, state, local or other
11 applicable law.

12 58. Captions. The captions and paragraph numbers in this Settlement Agreement are
13 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope
14 or intent of the provisions of this Settlement Agreement.

15 59. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
16 and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not
17 be construed more strictly against one Party than another merely by virtue of the fact that it may
18 have been prepared by counsel for one of the Parties, it being recognized that, because of the
19 arms-length negotiations between the Parties, all Parties have contributed equally to the
20 preparation of this Settlement Agreement.

21 60. Representation By Counsel. The Parties acknowledge that they have been
22 represented by counsel throughout all negotiations that preceded the execution of this Settlement
23 Agreement, and that this Settlement Agreement has been executed with the consent and advice
24 of counsel, and reviewed in full.

25 61. All Terms Subject to Final Court Approval. All amounts and procedures
26 described in this Settlement Agreement herein will be subject to final Court approval.

27 62. Notices. All notices, demands, and other communications to be provided
28 concerning the Settlement Agreement shall be in writing and deemed to have been duly given as

1 of the third business day after mailing by First Class U.S. Mail, or the day sent by email or
2 messenger, addressed as follows:

3
4 To Plaintiff and Class Counsel:

Arrash T. Fattahi
(arrash.fattahi@wilshirelawfirm.com)
Arman A. Salehi
(arman.salehi@wilshirelawfirm.com)

6
7 **WILSHIRE LAW FIRM**
3055 Wilshire Boulevard, 12th Floor
Los Angeles, California 90010
Tel: (213) 784-3830

9
10 To Defendant:

Ian B. Wieland
(Ian@sw2law.com)
David Litman
(david@sw2law.com)

13 **Sagaser, Watkins & Wieland, P.C.**

5260 N. Palm Ave., Suite 400
Fresno, California 93301
Tel: (559) 421-7000

16 52. Cooperation and Execution of Necessary Documents. All Parties and their
17 counsel will cooperate with each other in good faith and use their best efforts to implement the
18 Settlement, including and not limited to, executing all documents to the extent reasonably
19 necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach
20 agreement on the form or content of any document needed to implement the Settlement
21 Agreement, or on any supplemental provisions that may become necessary to effectuate the terms
22 of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the
23 Court to resolve such disagreement.

24 ///

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26 ///

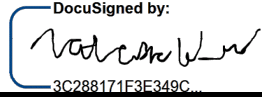
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1 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this
2 Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:
3 **IT IS SO AGREED.**

4
5
6 Dated: 4/28/2025

PLAINTIFF

By: 
3C288171F3E349C...
NATASHA WINDOM

9
10 Dated: Apr 28, 2025

DEFENDANT

By: 
Saagar Sharma (Apr 28, 2025 15:21 PDT)
Saagar Sharma
Chief Operating Officer
SKSS ENTERPRISES INC. DBA THE
UPS STORE

14 **APPROVED AS TO FORM ONLY:**

WILSHIRE LAW FIRM

17 Dated: 4/28/2025

By: 
ARRASH T. FATTAHI, Attorneys for
Plaintiff, NATASHA WINDOM, and
all others similarly situated

21 Dated: 4-28-2025

**SAGASER, WATKINS & WIELAND,
PC**

By: 
DAVID G. LITMAN, Attorneys for
Defendant, SKSS ENTERPRISES INC.
DBA THE UPS STORE

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EXHIBIT A

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

(case name: *Natasha Windom v. SKSS Enterprises Inc. dba The Ups Store*; and Case Number
C23-01274)

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against SKSS Enterprises Inc. dba The Ups Store (abbreviate name; “Defendant” is used herein as a placeholder) for alleged violations of California’s labor laws. The Action was filed by one of Defendant’s employees Natasha Windom (“Plaintiff”) and seeks payment of (1) wages and other relief for a class of all hourly, non-exempt employees of Defendant in California during the Class Period (November 29, 2018 through July 3, 2024 ; and (2) penalties under the California Private Attorney General Act (“PAGA”) for hourly, non-exempt employees who worked for Defendant during the PAGA Period (June 21, 2022 through July 3, 2024 (“Aggrieved Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<IndividualPAGAPaymentAmount>>.** The estimated dollar value of a Work Week is <<\$increment type value>> and a Pay Period is <<@PayPeriodValue>>.The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.) The individual payments amounts will vary. However, the average Individual Class Payment to a Class Member is estimated to be <<\$Average Individual Class Payment Amount>>. The average Individual PAGA Payment to a Class Member is estimated to be <<\$Average Individual PAGA Payment Amount>>. The highest Individual Class Payment to a Class Member is estimated to be <<\$Highest Individual Class Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual Class Payment Amount>>. The highest Individual PAGA Payment to a Class Member is estimated to be <<\$Highest Individual PAGA Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual PAGA Payment Amount>>.

The above estimates are based on Defendant’s records showing that **you worked <<__>> Work Weeks** during the Class Period and **you worked <<__>> Pay Periods** during the PAGA Period. If you believe that you worked more Work Weeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period claims for California labor law violations against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is <<RESPONSE DEADLINE>>	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. You can use the enclosed Election Not To Participate In Settlement form for this purpose. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

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	You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and Plaintiff releases Defendant from civil penalties it may owe to the Aggrieved Employees.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. You can use the enclosed Objection form for this purpose. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
Written Objections Must be Submitted by <<RESPONSE DEADLINE>>	
You Can Participate in the <<FinalApprovalHearingDate>> Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on <<FinalApprovalHearingDate>>. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing whether or not they submitted a written objection. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Work Week / Pay Periods	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Work Weeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Work Weeks and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4 of this Notice. You can use the enclosed Work Weeks Dispute form for this purpose.
Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>	

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failure to pay wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay wages, failure to issue accurate itemized wage statements, failure to indemnify for business expenses, violation of California business and professions code, and related violations of the Labor Code. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the PAGA (Labor Code section 2699 and sections that follow) (“PAGA”). Plaintiff is represented by attorneys in the Action: Arrash T. Fattahi and Arman A. Salehi of Wilshire Law Firm (“Class Counsel.”)

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired a retired judge who is an experienced mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

A. Gross Settlement Amount. Defendant will Pay \$250,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 30 days after the Effective Date. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

1. Attorneys’ Fees and Costs. Up to \$83,333.33 (one-third of the Gross Settlement to Class Counsel for attorneys’ fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

2. Class Representative Service Award. Up to \$10,000.00 as a Class Representative Service Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

3. Administrator Costs. Up to \$5,000.00 to the Administrator for services administering the Settlement.

4. PAGA Penalties. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

A. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

B. Defendant has represented that from November 29, 2018, to April 4, 2024 (date of mediation) 110 class members who worked 7,711 Workweeks. If it is determined by the Settlement Administrator that the ultimate number of Workweeks (in the Class Period) worked by the Class Members during the Class Period actually exceeds 7,711 by more than 10% (i.e. 771 Workweeks more than 7,711 [8,482 Workweeks]), the Gross Settlement will increase pro rata per additional workweek above 8,482. If the Pro Rata Increase Threshold is triggered, Defendant shall have the exclusive right to either choose to: (1) cut off the end date for the Class Period as of the date on which the number of workweeks reaches 7,711, or (2) increase the Gross Settlement on a proportional basis equal to the percentage increase in number of workweeks worked by the Class Members above the 10% (i.e., if there was an 11% increase in the number workweeks during the Class Period, Defendant would agree to increase the Gross Settlement by 1%).

C. Net Settlement Distributed to Class Members ("NSA"). Attorneys' fees, costs, class representative enhancement award, PAGA Payment, and settlement administration costs will be deducted from the GSA to calculate the Net Settlement Amount ("NSA") to be distributed to the Class Members.

D. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 10.00% of each Individual Class Payment to taxable wages ("Wage Portion") and 90.00% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

1 E. Need to Promptly Cash Payment Checks. The front of every check issued for
2 Individual Class Payments and Individual PAGA Payments will show the date when the check
3 expires (the void date). If you don't cash it by the void date, your check will be automatically
4 cancelled, will irrevocably lost to you and paid to St. Jude Children's Research Hospital ("Cy Pres").
5 If the Court does not approve St. Jude Children's Research Hospital as the Cy Pres and you don't
6 cash your check by the void date, your check will be automatically cancelled, and the monies will
7 be deposited with the California Controller's Unclaimed Property Fund
8 (https://www.sco.ca.gov/search_upd.html) in your name.

9 If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you
10 should consult the rules of the Fund for instructions on how to retrieve your money. You can
11 contact the Unclaimed Property Fund at (800) 992-4647.

12 F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated
13 as a Participating Class Member, participating fully in the Class Settlement, unless you notify the
14 Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out.
15 The easiest way to notify the Administrator is to email, fax, or mail a written and signed Request
16 for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The Request for
17 Exclusion should be a letter from a Class Member or his/her representative setting forth a Class
18 Member's name, present address, telephone number, and a simple statement electing to be
19 excluded from the Settlement. You may use the enclosed Election Not To Participate In
20 Settlement form for this purpose. Excluded Class Members (i.e., Non-Participating Class
21 Members) will not receive Individual Class Payments, but will preserve their rights to personally
22 pursue claims against Defendant for violations of California's labor laws.

23 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
24 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
25 Individual PAGA Payments and Plaintiff releases Defendant from civil penalties it may owe to
26 the Aggrieved Employees.

27 G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
28 possible the Court will decline to grant Final Approval of the Settlement or decline enter a
Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff
and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not
pay any money and Class Members will not release any claims against Defendant.

H. Administrator. The Court has appointed a neutral company, APEX Class Action
Administrators (the "Administrator") to send this Notice, calculate and make payments, and
process Class Members' Requests for Exclusion. The Administrator will also decide Class
Member Challenges over Work Weeks, mail and re-mail settlement checks and tax forms, and
perform other tasks necessary to administer the Settlement. The Administrator's contact
information is contained in Section 9 of this Notice.

I. Participating Class Members' Release. After the Judgment is final and Defendant
has fully funded the Gross Settlement (and separately paid all employer payroll taxes),
Participating Class Members will be legally barred from asserting any of the claims released under

1 the Settlement. This means that unless you opted out by validly excluding yourself from the Class
2 Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or
3 its officers, directors, employees, and agents for wages based on the Class Period facts and PAGA
penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

4 The Participating Class Members will be bound by the following release:

5 All Participating Class Members, on behalf of themselves and their respective
6 former and present representatives, agents, attorneys, heirs, administrators,
7 successors, and assigns, release Released Parties from all claims stated in the
8 Operative Complaint and those based solely upon the facts alleged in the Operative
9 Complaint. Except as set forth in Section 7(o) and 7(p) of the Settlement
10 Agreement, Participating Class Members do not release any other claims,
including claims for vested benefits, wrongful termination, violation of the Fair
Employment and Housing Act, unemployment insurance, disability, social
security, workers' compensation, or claims based on facts occurring outside the
Class Period.

11 J. The PAGA Release. After the Court's judgment is final, and Defendant has paid
12 the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiff releases all
13 claims for civil penalties that could have been sought by the Labor Commissioner for the
violations identified in Plaintiff's pre-filing letter to the LWDA.

14 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

15 A. Individual Class Payments. The Administrator will calculate Individual Class
16 Payments by (a) dividing the Net Settlement Amount by the total number of Work Week worked
17 by all Participating Class Members, and (b) multiplying the result by the number of Work Week
worked by each individual Participating Class Member.

18 B. Individual PAGA Payments. The Administrator will calculate Individual PAGA
19 Payments by (a) dividing \$0.00 by the total number of PAGA Pay Periods worked by all
20 Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods
worked by each individual Aggrieved Employee.

21 C. Workweek/Pay Period Challenges. The number of Class Work Weeks you worked
22 during the Class Period and the number of PAGA Pay Periods you worked during the PAGA
23 Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have
24 until <<RESPONSE DEADLINE>> to challenge the number of Work Weeks and/or Pay Periods
25 credited to you. You can submit your challenge by signing and sending a letter to the
Administrator by email, fax or regular U.S. mail. You can use the enclosed Dispute form for this
purpose. Section 9 of this Notice has the Administrator's contact information.

26 You need to support your challenge by submitting copies of pay stubs or other records.
27 The Administrator will accept Defendant's calculation of Work Weeks and/or Pay Periods based
28 on Defendant's records as accurate unless you send copies of records containing contrary

1 information. You should send copies rather than originals because the documents will not be
2 returned to you. The Administrator will resolve Work Week and/or Pay Period challenges based
3 on your submission and on input from Class Counsel (who will advocate on behalf of
4 Participating Class Members) and Defendant's Counsel. The Administrator's decision is final.
5 You can't appeal or otherwise challenge its final decision.

6 **5. HOW WILL I GET PAID?**

7 A. Participating Class Members. The Administrator will send, by U.S. mail, a single
8 check to every Participating Class Member (i.e., every Class Member who doesn't opt-out)
9 including those who also qualify as Aggrieved Employees. The single check will combine the
10 Individual Class Payment and the Individual PAGA Payment.

11 B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a
12 single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class
13 Settlement (i.e., every Non-Participating Class Member).

14 **Your check will be sent to the same address as this Notice. If you change your
15 address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has
16 the Administrator's contact information.**

17 **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

18 Email, fax, or mail a written and signed letter with your name, present address, telephone
19 number, and a simple statement that you do not want to participate in the Settlement. You may
20 use the enclosed Election Not To Participate In Settlement form for this purpose. The
21 Administrator will exclude you based on any writing communicating your request be excluded.
22 Be sure to personally sign your request, identify the Action as *Natasha Windom vs. SKSS
23 Enterprises Inc. dba The Ups Store*, Case No. C23-01274, and include your identifying
24 information (full name, address, telephone number, approximate dates of employment, and social
25 security number for verification purposes). You must make the request yourself. If someone else
26 makes the request for you, it will not be valid. You should send your Request for Exclusion to the
27 Administrator by email, fax, or send by regular U.S. mail. **The Administrator must be sent
28 your request to be excluded by <<RESPONSE DEADLINE>>, or it will be invalid.** Section
9 of the Notice has the Administrator's contact information. If you are an Aggrieved Employee,
you will still receive an Individual PAGA Payment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding
whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to
approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiff will
file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why
the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award
stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and
(ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable

request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them and the Settlement Agreement on the Administrator's Website <<ADMINISTRATOR WEBSITE>> or the Court's website <<COURT WEBSITE>>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is <<RESPONSE DEADLINE>>.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Natasha Windom vs. SKSS Enterprises Inc. dba The Ups Store*, Case No. C23-01274, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information. You may use the enclosed Objection form for this purpose. You should send your objection to the Administrator by email, fax, or send by regular U.S. mail.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on <<FINAL APPROVAL HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department 12 of the Costa Costa Superior Court, located at 725 Court Street, Martinez, CA 94553. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually by <<CourtConnect/CourtCall/MicrosoftTeams>> (<https://www.<<CourtVirtualAppearanceLink>>>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <<ADMINISTRATOR WEBSITE>> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at <<ADMINISTRATOR'S WEBSITE>>. You can also telephone or send an email to Class Counsel or the Administrator

using the contact information listed below, or consult the Superior Court website by going to (<http://www.<<COURT'S WEBSITE>>.aspx>) and entering the Case Number for the Action, Case No. C23-01274. You can also make an appointment to personally review court documents in the Clerk's Office at the Contra Costa Courthouse by calling <<CLERK OF COURT'S PHONE NUMBER>>.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorneys: Arrash T. Fattahi
Arman A. Salehi
Email Address: arrash.fattahi@wilshirelawfirm.com
arman.salehi@wilshirelawfirm.com
Name of Firm: Wilshire Law Firm
Mailing Address: 3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 784-3830

Administrator:

Name of Company: APEX Class Action Administrators
Email Address: _____
Mailing Address: _____
Telephone: _____
Fax Number: _____

Counsel for Defendant:

Name of Attorneys: Ian B. Wieland David G. Litman
Email Address: ian@sw2law.com david@swlaw.com
Sagaser, Watkins & Wieland PC
Mailing Address: 5260 N. Palm Ave., Suite 400
Fresno, CA 93704
Telephone: (559) 421-7000

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

1 **11. WHAT IF I CHANGE MY ADDRESS?**

2 To receive your check, you should immediately notify the Administrator if you move or otherwise
3 change your mailing address.

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Exhibit 2



Quotation Request:

Arman A. Salehi
 Wilshire Law Firm
 arman.salehi@wilshirelawfirm.com
 800.926.9799

Case Name:

Date:
 RFP Number:

Windom v. SKSS Enterprises Inc.

Friday, April 18, 2025
 15180001

Prepared By:

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

Settlement Specifications	
Estimated Class Size:	110
Certified Language Translation:	No
Static Settlement Website	Yes
Percentage of Undeliverable Mail	20%

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

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	110	\$165.00
USPS First Class Postage	Per Piece	\$0.78	110	\$85.80
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	22	\$44.00
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	1	\$75.00
NCOA Address Update (USPS)	Static Rate	\$47.40	1	\$47.40
Sub Total:				\$612.20

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



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

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	110	\$165.00
USPS First Class Postage	Per Piece	\$0.78	110	\$85.80
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	11	\$22.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	4	\$400.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,000.00	1	\$1,000.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$250.00	1	\$250.00
			Sub Total:	\$2,442.80

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

				WILL NOT EXCEED: \$4,990.00
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Thank you for your business!



Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit 3



ELM Solutions

2022 Real Rate Report[®]

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

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Report Use Considerations

2022 Real Rate Report

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

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

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

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

Some key factors¹ that drive rates²:

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

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

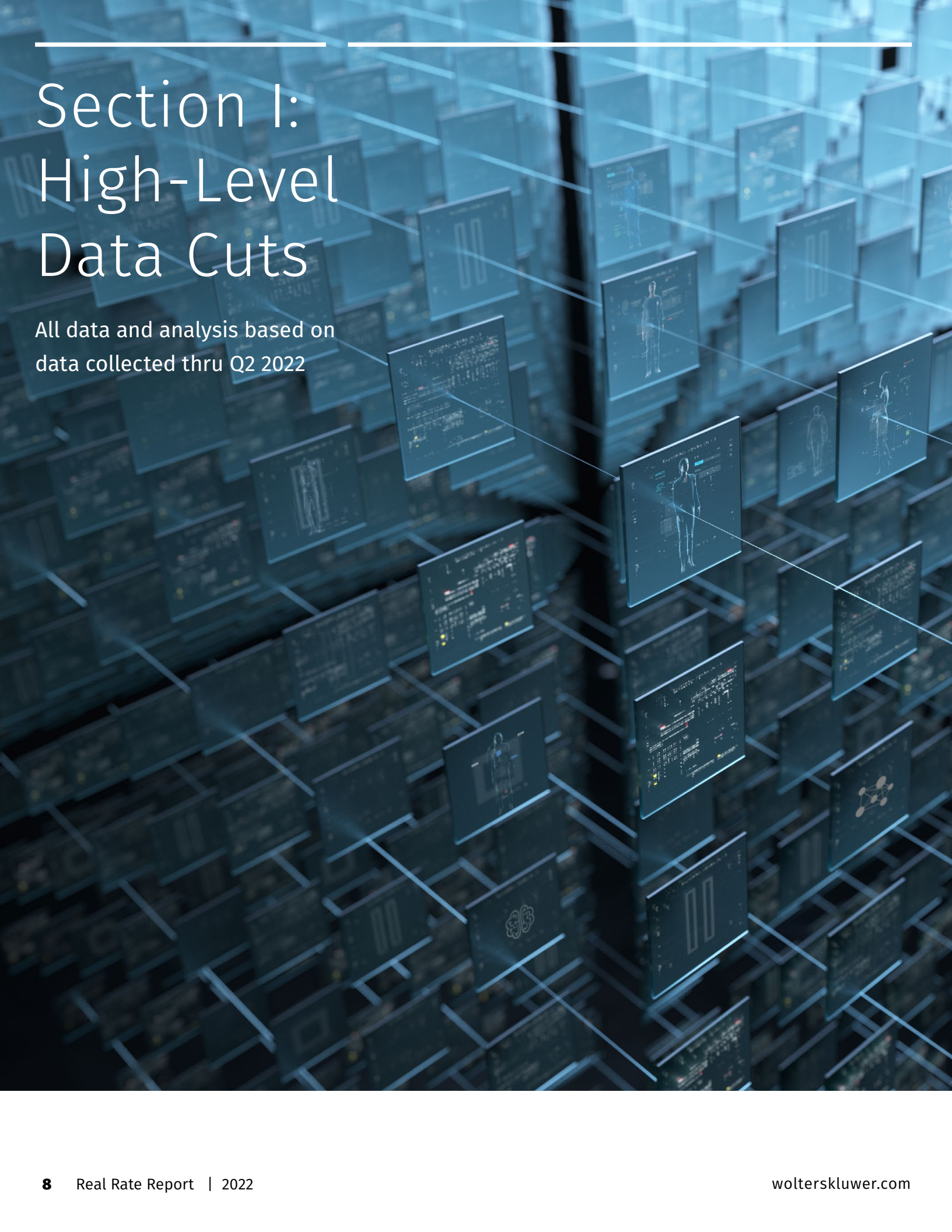
Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural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

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

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

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

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



Section I: High-Level Data Cuts

All data and analysis based on
data collected thru Q2 2022

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Associate

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Partner

Trend Analysis - Mean

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



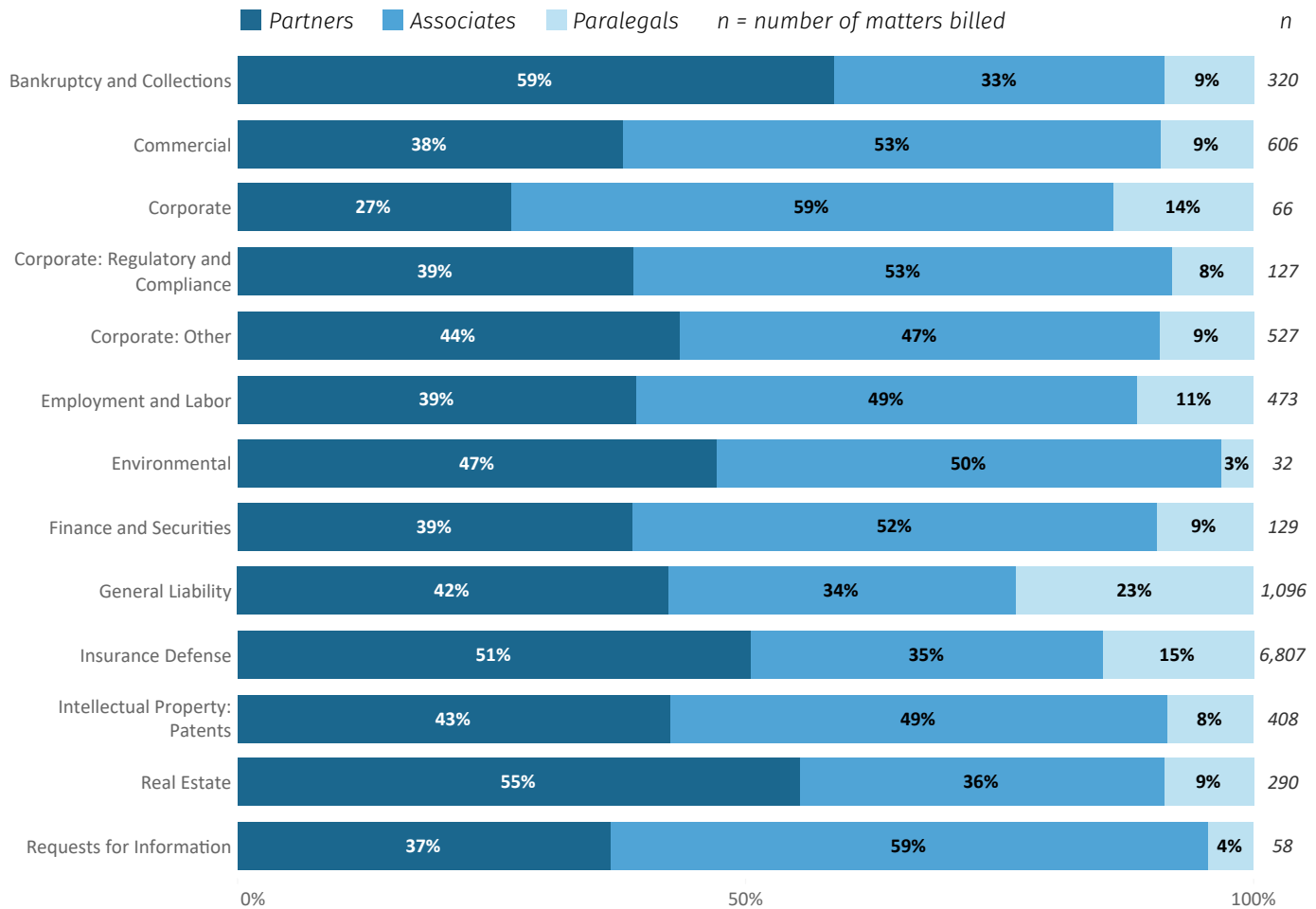
Section VI: Matter Staffing Analysis

All data and analysis based on
data collected thru Q2 2022

Section VI: Matter Staffing Analysis

Long Litigation Matters, More Than 100 Total Hours Billed

2019 to 2022 -- Percentage of Hours Billed per Matter



Section VII: Data Methodology

All data and analysis based on
data collected thru Q2 2022

Appendix: Data Methodology

Invoice Information

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

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

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

Non-Invoice Information

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

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

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

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

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

Appendix: Data Methodology

A Note on US Cities

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

Appendix: Data Methodology

Bankruptcy and Collections

Chapter 11
Collections

General/Other
Workouts and Restructuring

Commercial (Commercial Transactions and Agreements)

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

Corporate¹

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

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

Employment and Labor

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

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

Environmental

General/Other
Health and Safety

Superfund
Waste/Remediation

Finance and Securities

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

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

General Liability

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

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

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

Exhibit 4

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Business & Practice

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

By Roy Strom

Column

June 9, 2022, 2:30 AM

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

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

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

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

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

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

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

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

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

Charge It Up

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

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

Source: Court documents

Bloomberg Law

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Worth Your Time

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

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

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



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

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Documents

[Trustee's Objection](#)

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Quinn Emanuel
Cravath Swaine & Moore
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2 *Windom v. SKSS Enterprises Inc. dba The UPS Store*
3 C23-01274

4 STATE OF CALIFORNIA)
5) ss
6 COUNTY OF LOS ANGELES)

7 I, Ashley Narinyans, state that I am employed in the aforesaid County, State of
8 California; I am over the age of eighteen years and not a party to the within action; my business
9 address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service
10 address is ashley.narinyans@wilshirelawfirm.com.

11 On **April 28, 2025**, I served the foregoing **DECLARATION OF ARRASH T. FATTABI IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**, on the interested parties
12 by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods
13 of service as follows:

14 Ian B. Wieland (SBN 285721)

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16 David G. Litman (SBN 285768)

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25 Attorneys for Defendant

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

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

(X) **BY MAIL:** I enclosed the above documents in a sealed envelope with postage thereon
fully prepaid and placed for collection and mailing on the above date in accordance with
ordinary business practices. I am readily familiar with this firm's practice of collection
and processing of correspondence for mailing with the United States Postal Service, and
that the correspondence shall be deposited with the United States Postal Service the same
day in the ordinary course of business pursuant to Cal. Code Civ. Proc. § 1013(a).

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

3 Executed on **April 28, 2025** at Los Angeles, California.

4 
5 _____
6 Ashley Narinyans
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