

Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
Robert Drexler (SBN 119119)
Robert.Drexler@CapstoneLawyers.com
Jonathan Lee (SBN 267146)
Jonathan.Lee@CapstoneLawyers.com
Robert Myong (SBN 262097)
Robert.Myong@CapstoneLawyers.com
CAPSTONE LAW APC
1875 Century Park East, Suite 1860
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiff Ricardo Arciniega Gonzalez

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

RICARDO ARCINIEGA GONZALEZ,
individually, and on behalf of other members of
the general public similarly situated, and as an
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"),

Plaintiff,

vs.

SHULTZ STEEL COMPANY, a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Lead Case No. 23STCV09167
Related Case No. 23STCV18306

Assigned to the Hon. Theresa M. Traber

**DECLARATION OF RAUL PEREZ IN
SUPPORT OF MOTION FOR COURT
APPROVAL OF THE PARTIES' PAGA
SETTLEMENT**

Date: April 13, 2026
Time: 10:30 a.m.
Place: Department 1

Complaint Filed: April 25, 2023
Trial Date: None Set

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1 7. On September 12, 2025, the Parties participated in a global mediation with Dan Turner,
2 Esq., an experienced mediator of wage and hour actions. Mr. Turner helped to manage the Parties'
3 expectations and provided a useful, neutral analysis of the issues and risks to both sides. While the
4 Parties did not settle at mediation, with Mr. Turner's guidance and mediator's proposal, the Parties were
5 eventually able to negotiate a complete settlement of Plaintiffs' claims. The terms of the settlement are
6 now set forth in complete and final form in the PAGA Settlement Agreement, attached as **Exhibit 1**. At
7 all times, the Parties' negotiations were adversarial and non-collusive. A copy of the PAGA Settlement
8 Agreement has been uploaded to the LWDA's website.

9 8. It is my opinion that the Settlement constitutes a fair, adequate, and reasonable
10 compromise of the claims at issue. This opinion is informed by my experience litigating and settling
11 wage and hour actions, and my firm's thorough investigation into the factual and legal issues implicated
12 by Plaintiff's claims and Defendant's defenses.

13 9. Prior to filing the action, Plaintiff contacted Plaintiff's Counsel to discuss the factual
14 bases for possibly pursuing an action against Defendant for Labor Code violations. Plaintiff was familiar
15 with Defendant's labor policies and practices, and recounted those policies and practices to Plaintiff's
16 Counsel as they impacted his job and those of his fellow employees. He provided valuable insight into
17 how they gave rise to the alleged Labor Code violations. Based on this information and Plaintiff's
18 Counsel's independent analysis, Plaintiff's Counsel determined that there were legally sufficient grounds
19 for pursuing an action against Defendant.

20 10. In preparation for drafting the complaint, Plaintiff's Counsel conducted their own
21 preliminary investigation into the factual bases for Plaintiff's claims. Plaintiff's Counsel also prepared a
22 detailed letter (13 pages) to notify the LWDA of Plaintiff's intent to seek civil penalties and other
23 available relief recoverable under PAGA for Labor Code violations. Significant research and effort were
24 expended to prepare a PAGA notice that was consistent with the developing legal requirements so as to
25 withstand any challenge from Defendant regarding the notice's sufficiency.

26 11. In advance of the Parties' mediation, Plaintiff's Counsel received and reviewed a
27 considerable amount of documents and data, including Plaintiff's employment files, Defendants'
28 California labor policy documents, as well as Plaintiff's and Aggrieved Employees' time and pay records

1 from August 8, 2022 through July 6, 2025, which Plaintiff's expert consultant has analyzed. The
2 document and data exchanges allowed Plaintiff's Counsel to fully assess the nature and magnitude of the
3 claims being settled, as well as the impediments to recovery, and ultimately enabled Plaintiff's Counsel
4 so as to make an independent assessment of the reasonableness of the settlement's terms.

5 12. In summary, Plaintiff's Counsel performed a thorough investigation into the claims at
6 issue, which included: (a) determining Plaintiff's suitability through interviews and a background
7 investigation; (b) evaluating all of Plaintiff's potential representative claims; (c) researching similar
8 PAGA actions as to the claims brought, the nature of the positions, and the type of employer; (d)
9 analyzing Aggrieved Employees' time and pay records; (e) reviewing Defendant's California labor
10 policies and procedures materials; (f) researching settlements in similar cases; (g) evaluating Plaintiff's
11 claims and estimating Defendant's liability for purposes of settlement; (h) drafting the mediation brief;
12 and (i) participating in the mediation.

13 13. By engaging in such a thorough investigation and evaluation of Plaintiff's claims,
14 Plaintiff's Counsel can opine that the Settlement, for the consideration and on the terms set forth in the
15 Settlement Agreement, is fair, reasonable, and adequate, and is in the best interests of the LWDA and
16 Aggrieved Employees in light of all known facts and circumstances, including the risk of significant
17 delay and uncertainty associated with litigation, and various defenses asserted by Defendant.

18 **THE PAGA SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE**

19 14. Based on Capstone's review of the documents and data summarized above, we have
20 been able to evaluate the scope and viability of the claims asserted by Plaintiff under the PAGA. This
21 review allowed us to assess the nature and potential magnitude of the alleged Labor Code violations, as
22 well as the evidentiary strengths and weaknesses associated with proving those violations on a
23 representative basis. The information provided was sufficiently detailed to enable an informed analysis
24 of both the potential exposure and the risks of continued litigation.

25 15. In forming our opinion, we also considered the legal and factual disputes raised by
26 Defendant, including its asserted defenses, challenges to the representative nature of the claims, and
27 arguments regarding the manageability and proof of PAGA penalties. We further evaluated the litigation
28 risks associated with proceeding through motion practice, trial, and potential appeals. Given the

1 contested issues, the uncertainties inherent in PAGA litigation, and the possibility of reduced or
2 discretionary penalty awards even if Plaintiff were to prevail, the outcome of continued litigation remains
3 far from certain.

4 16. Taking all of these factors into account, including the strength of the evidence, the
5 applicable legal standards, and the risks and costs of further litigation, it is my opinion that the proposed
6 PAGA settlement should be approved by the Court. The settlement provides a meaningful recovery in
7 light of the claims at issue and reflects a compromise that is proportional to the potential exposure and
8 the litigation risks identified. In my professional judgment, the settlement represents a fair, adequate, and
9 reasonable resolution of the PAGA claims for the State and the aggrieved employees.

10 CAPSTONE LAW APC FIRM PROFILE

11 17. Since its founding in 2012, Capstone has emerged as a major force in aggregate
12 litigation, making law on cutting-edge issues.

13 18. In February, 2015, Ryan H. Wu and I were honored with the *California Lawyer*
14 Attorney of the Year (CLAY) award in labor and employment for our work in the landmark case
15 *Iskanian v. CLS Transportation Los Angeles*, 59 Cal.4th 348 (2014), which preserved the right of
16 California workers to bring representative actions under the Labor Code Private Attorneys General Act
17 (“PAGA”) notwithstanding a representative action waiver in an arbitration agreement.

18 19. Recognized as a leading firm in the prosecution of PAGA enforcement actions,
19 Capstone is responsible for some of the most important decisions in this area. In *Williams v. Superior*
20 *Court (Marshalls of Calif.)*, 3 Cal.5th 531 (2017), Capstone attorneys achieved a watershed decision
21 before the California Supreme Court as to the broad scope of discovery in PAGA actions. In *Baumann v.*
22 *Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), a case of first impression, Capstone successfully
23 argued that PAGA actions are state enforcement actions not covered by the Class Action Fairness Act.

24 20. Capstone has made important contributions to consumer protection law. In *McGill v.*
25 *Citibank N.A.*, 2 Cal. 5th 945 (2017), Capstone represented plaintiffs in a major decision holding that the
26 right to seek public injunctive relief under the state’s consumer protection laws cannot be waived and
27 that consumers need not satisfy class certification requirements to enjoin unfair business practices on
28 behalf of the public. In *Nguyen v. Nissan N.A.*, 726 F.3d 811 (9th Cir. 2019), Capstone attorneys reversed

1 a denial of class certification, making law that clarified the use of “benefit of the bargain” damages
2 models in consumer class actions.

3 21. Capstone served as class counsel in a number of significant wage and hour settlements,
4 including \$12 million on behalf of a nationwide class in *Hightower v. JPMorgan Chase Bank*, Case No.
5 11-01802 (C.D. Cal.), over \$10 million on behalf of non-exempt hourly workers in *Zamora v. Balboa*
6 *Life & Casualty LLC*, Case No. BC360026 (L.A. Super. Ct.); and \$9 million on behalf of pharmacists in
7 *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.). In *Vorise v. 24 Hour Fitness USA, Inc.*,
8 No. C 15-02051 (Contra Costa Super. Ct.), Capstone and co-counsel negotiated an \$11 million PAGA
9 settlement on behalf of over 36,000 employees for Labor Code violations.

10 22. Capstone has an established practice in automotive defect class actions and was
11 appointed sole class counsel, following contested class certification, in *Victorino v. FCA US, LLC*, No.
12 16-1617-GPC, 2019 WL 5268670 (S.D. Cal. Oct. 17, 2019) and *Salas v. Toyota Motor Sales, U.S.A.,*
13 *Inc.*, No. 15-8629-FMO, 2019 WL 1940619 (C.D. Cal. Mar. 27, 2019).

14 23. Capstone has settled over 100 high-stakes class and representative actions. Capstone’s
15 settlements have directly compensated hundreds of thousands of California workers and consumers.
16 Capstone’s actions have also forced employers to modify their policies for the benefit of employees,
17 including changing the compensation structure for commissioned employees and changing practices to
18 ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting PAGA
19 enforcement actions, Capstone has secured millions of dollars in civil penalties for the State of
20 California.

21 24. The following is a representative sample of Capstone’s settlements:

- 22 a. *Navarro v. United Parcel Service, Inc.*, No. BC592098 (LA County
23 Superior Court): gross settlement of \$16.5 million on behalf of
24 approximately 180,000 non-exempt employees for wage and hour
25 violations;
- 26 b. *Hightower et al v. Washington Mutual Bank*, No. 2:11-cv-01802-PSG-
27 PLA (N.D. Cal.): gross settlement of \$12 million on behalf of
28 approximately 150,000 personal bankers, tellers, sales associates, and

assistant branch manager trainees for wage and hour violations;

- c. *Vargas v. Ford Motor Co.*, 12-08388-AB (C.D. Cal.): providing cash payments and unique buyback program for nearly 2 million consumers;
- d. *Moore v. Petsmart, Inc.*, No. 5:12-cv-03577-EJD (N.D. Cal.): gross settlement of \$10 million on behalf of over 19,000 non-exempt PetSmart employees for wage and hour violations;
- e. *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.): gross settlement of \$9 million on behalf of approximately 1,200 pharmacists for wage and hour violations;
- f. *Perrin v. Nabors Well Services Co.*, No. 56-2007-00288718 (Ventura Super. Ct.): gross settlement of over \$6.5 million on behalf of oil rig workers for sleep time and other wage violations;
- g. *Cook v. United Insurance Co.*, No. C 10-00425 (Contra Costa Super. Ct.): gross settlement of \$5.7 million on behalf of approximately 650 sales representatives;
- h. *Alvarez v. MAC Cosmetics, Inc.*, No. CIVDS1513177 (San Bernardino Super. Ct.): gross settlement of \$5.5 million for approximately 5,500 non-exempt employees.
- i. *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.): gross settlement of \$5.4 million in a case alleging FCRA violations;
- j. *Berry v. Urban Outfitters Wholesale, Inc.*, No. 13-02628 (N.D. Cal.): gross settlement of \$5 million on behalf of over 12,000 nonexempt employees;
- k. *The Children's Place Retail Stores Wage & Hour Cases*, No. JCCP 4790: gross settlement of \$5 million on behalf of 15,000 non-exempt employees;
- l. *York v. Starbucks Corp.*, Case No. 08-07919 (C.D. Cal.): gross settlement of nearly \$5 million on behalf of over 100,000 non-exempt

workers for meal break and wage statement claims;

- m. *Rodriguez v. Swissport USA*, No. BC 441173 (Los Angeles Super. Ct.): gross settlement of nearly \$5 million on behalf of 2,700 non-exempt employees following contested certification;
- n. *Asghari v. Volkswagen Group of North America*, Case No. 13-02529 (C.D. Cal.): Settlement providing complementary repairs of oil consumption defect, reimbursement for repairs, and extended warranty coverage of certain Audi vehicles valued at over \$20 million;
- o. *Klee v. Nissan of North America*, Case No. 12-08238 (C.D. Cal.): Settlement providing complimentary electric vehicle charging cards and extending warranty coverage for the electric battery on the Nissan Leaf valued at over \$10 million.

25. Attached as **Exhibit 2** is a true and correct copy of Capstone's firm resume.

ATTORNEYS' FEES AND COSTS

26. I have reviewed a summary of the billing records for this action, which are maintained during the regular course of business and billed contemporaneously. The bill for attorneys' fees is summarized in the chart below:

Attorney	Title	CA Bar Yr	Rate	Hours	Fees
Raul Perez	Partner	1994	\$1,050	19.4	\$20,370.00
Robert Drexler	Partner	1985	\$1,050	58.6	\$61,530.00
Molly DeSario	Former Senior Counsel	2004	\$800	81.2	\$64,960.00
Jonathan Lee	Senior Counsel	2009	\$700	30.3	\$21,210.00
Robert Myong	Senior Counsel	2009	\$700	82.1	\$57,470.00
Total				271.60	\$225,540

27. While adjusting our rates to track market increases, Capstone's rates have steadily remained reasonable and competitive, and have been consistently approved by many federal and state courts over the past several years. *See, e.g., Fajardo v. Cavallo Point LLC*, No. CV0001875 (Marin County Superior Court Nov. 21, 2025) (approving Capstone's rates for Associates (\$500) and Senior Counsel/Partners (\$700-1050)); *Cancino v. Cotton on USA Inc.*, No. 22CV405002 (Santa Clara County

1 Superior Court Sept. 2, 2025) (approving Capstone's rates for Associates (\$550-\$625) and Senior
2 Counsel/Partners (\$700-\$1050)); *Guitron v. California Natural Products*, No. STK-CV-UOE-2022-
3 0010423 (San Joaquin County Superior Court June 22, 2025) (approving Capstone's rates for Senior
4 Counsel/Partners (\$700-\$1050)); *Ayala v. RHR California Services, LLC*, No. (San Mateo Superior
5 Court April 25, 2025) (approving Capstone's rates for Associates (\$425-\$475) and Senior
6 Counsel/Partners (\$625-\$950)); *Manriquez v. Sonic*, No. STK-CV-UOE-2021-0006622 (San Joaquin
7 County Superior Court April 17, 2025) (approving Capstone's rates for Associates (\$450-\$525) and
8 Senior Counsel/Partners (\$625-\$950)); *Torres v. Hard Rock International, Inc.*, No. 23STCV11468 (Los
9 Angeles Superior Court Jan. 21, 2025) (approving Capstone's rates for Associates (\$425-\$475) and
10 Senior Counsel/Partners (\$625-\$950)); *Quintero v. JC Resorts LLC*, No. CIVSB2115731 (San
11 Bernardino County Superior Court Dec. 9, 2024) (approving Capstone's rates for Senior
12 Counsel/Partners (\$600-\$950)); *Simmons v. Gary & Becky Vick, Inc.*, No. 23CV000951 (Monterey
13 County Superior Court Nov. 18, 2024) (approving Capstone's rates for Associates (\$425-\$550) and
14 Senior Counsel/Partners (\$625-\$950)); *Bainbridge v. Avanti Install California, LLC*, No. 34-2022-
15 00331897-CU-OE-GDS (Sacramento County Superior Court Nov. 18, 2024) (approving Capstone's
16 rates for Senior Counsel/Partners (\$475-\$950)).

17 28. Other courts have approved hourly rates in this range for plaintiff's side law firms. *See*
18 *Marshall v. Northrup Grumman Corp.*, No. 16-cv-06794, 2020 WL 5668935, at *7 (C.D. Cal. Sept. 18,
19 2020) (approving attorney rates between \$490 and \$1,060 per hour); *Edwards v. First Am. Corp.*, No.
20 07-cv-03796, 2016 WL 8999934, at *5 (C.D. Cal. Oct. 4, 2016) (rates of up to \$990 found reasonable);
21 *Urakhchin v. Allianz Asset Mgmt. of Am., L.P.*, No. 15-cv-01614, 2018 WL 8334858, at *6 (C.D. Cal.
22 July 30, 2018) (approving billing rates between \$600 and \$825 per hour for attorneys with more than ten
23 years of experience, \$325 to \$575 per hour for attorneys with 10 or fewer years of experience, and \$250
24 per hours for paralegals and clerks); *Gutierrez v. Wells Fargo Bank, N.A.*, No. 07-cv-05923, 2015 WL
25 2438274, at *5 (N.D. Cal. May 21, 2015) (rates ranging \$475-\$975 for partners, \$300-\$490 for
26 associates); *In re Toyota Motor Corp. Unint. Accel. Mktg., Sales Pracs., & Prods. Liab. Litig.*, No. 10-
27 ml-02151, 2013 WL 12327929, at *33 n.13 (C.D. Cal. July 24, 2013) (rates ranging from \$150-\$950);
28 *Hashemi v. Bosley, Inc.*, No. CV 21-946 PSG (RAOX), 2022 WL 18278431, at *10 (C.D. Cal. Nov. 21,

2022) (finding that, in Los Angeles, partners litigating class action matters have hourly rates ranging from \$304 to \$965, and associates have hourly rates ranging from \$287 to \$719); *Alvarez v. Sirius XM Radio Inc.*, No. CV 18-8605 JVS(SSX), 2021 WL 1234878, at *11 (C.D. Cal. Feb. 8, 2021) (finding hourly rates ranging from \$450 for an associate to \$950 for a partner “are reasonable given prevailing rates in the Los Angeles region”); *In re MacBook Keyboard Litig.*, No. 5:18-CV-02813-EJD, 2023 WL 3688452, at *15 (N.D. Cal. May 25, 2023) (approving rates in a class action of \$875–\$1,195 per hour for partners; \$385–\$850 per hour for associates).

29. Finally, Capstone’s rates are in line with the adjusted Laffey Matrix, which is a fee scale that courts often consult in determining the reasonableness of hourly rates. *See Exhibit 3.*

30. Capstone agreed to represent Plaintiff on a contingency basis, meaning compensation for our services was entirely contingent upon a successful outcome. Absent a favorable resolution, no fees would have been recovered by our firm. This arrangement was crucial to Plaintiff because he otherwise would not have been able to afford Capstone’s hourly rates. Furthermore, the substantial time and resources dedicated to this matter required us to forgo other fee-generating work.

31. As summarized in the table below, counsel has incurred a total of \$23,980.84 in costs and expenses to date.

Cost & Expense Categories	Amount
Copying, Printing & Scanning and Facsimiles	\$41.75
Court Fees, Courier Fees, Filings & Service of Process	\$3,413.69
Court Reporters, Transcripts & Depositions	\$3,964.00
Desmond, Marcello & Amster (Desmond, Marcello & Amster assisted Capstone by reviewing time and wage records produced by Defendant, and developing a damages model for mediation)	\$11,096.25
Mediation Fees	\$5,032.50
Postage & Mailings	\$.74
Research Services (PACER, Westlaw, etc.)	\$235.43
Travel-Related Costs & Expenses	\$196.48
Total	\$23,980.84

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1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct. Executed this 17th day of February, 2026, at Los Angeles, California.

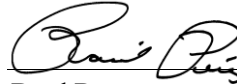
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5 Raul Perez

Exhibit 1

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

RICARDO ARCINIEGA GONZALEZ,
individually, and on behalf of other members of
the general public similarly situated,

Plaintiff,

v.

SHULTZ STEEL COMPANY, a California
corporation,

Defendants.

Case No. 23STCV09167

PAGA SETTLEMENT AGREEMENT

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9. “Released Parties” means Defendant and each of its former and current parents, subsidiaries, affiliates, shareholders, members, agents, predecessors, successors and assigns, as well as all past and present officers, directors, employees, partners, shareholders and agents, attorneys, insurers, and any other successors, assigns, or legal representatives, if any.

10. “Service Awards” means the amounts to be paid to Plaintiffs as payment for their service on behalf of the LWDA and Aggrieved Employees.

11. “Settled Claims” means any and all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged or could have been alleged to have been violated in the Actions with respect to Aggrieved Employees based on the facts alleged in the Actions during the Settlement Period, Plaintiff Gonzalez’s May 31, 2023 and September 1, 2023 notices to the LWDA regarding Defendant’s alleged Labor Code violations, or Plaintiff Faustinos’ July 26, 2023 notice to the LWDA regarding Defendant’s alleged Labor Code violations. These claims include Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 245.5, 246, 246.5, 247, 247.5, 248.5, 248.6, 249, 432, 510, 512(a), 516, 558, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, and 2810.5.

12. “Settlement Period” means August 19, 2022 through the date of entry of the Order and Judgment.

TERMS

13. Gross Settlement Amount. In consideration for Plaintiffs' promises and representations described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met, Defendant will pay Two Hundred Eighty Thousand Dollars (\$280,000) ("Gross Settlement Amount") to settle the Actions. The Gross Settlement Amount includes Plaintiffs' attorneys' fees, litigation costs and expenses, consideration for Plaintiffs' service on behalf of the LWDA and Aggrieved Employees, Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their share of the PAGA Penalties Fund. No portion of the Gross Settlement Amount will be retained by, or revert to, Defendant.

14. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor

Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Actions with respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be paid to all Aggrieved Employees according to the following formula:

14(a) Defendant will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the Settlement Period.

14(b) To determine each Aggrieved Employee's payment from the PAGA Penalties Fund, the Settlement Administrator will use the following formula: Settlement Payment = 25% of PAGA Penalties Fund × [Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period ÷ Total Pay Periods Worked by All Aggrieved Employees during the Settlement Period].

14(c) Defendant represents that as of September 12, 2025, Aggrieved Employees worked an aggregate total of approximately Thirty-Three Thousand Nine Hundred Seventy-Six (33,976) Pay Periods during the Settlement Period. If the actual aggregate total of Pay Periods worked during the Settlement Period is greater than Ten Percent (10%) of this estimate, then Defendant must either: (a) increase the Gross Settlement Amount proportionately for each Pay Period above the Ten Percent (10%) allowance (e.g., if the total number of Pay Periods increases by 11%, the Gross Settlement Amount will increase by 1%); or (b) advance the end date of the Settlement Period to the last date on which the total number of Pay Periods worked by Aggrieved Employees in aggregate during the Settlement Period is no greater than Thirty-Seven Thousand Three Hundred Seventy-Three (37,373).

15. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Plaintiffs' Counsel for Attorneys' Fees and Costs of not more than Ninety-Three Thousand

1 Three Hundred Thirty-Three Dollars (\$93,333), plus the reimbursement of all out-of-pocket costs and
2 expenses associated with Plaintiffs' Counsel's litigation and settlement of the Actions (including
3 expert/consultant fees, investigations costs, etc.), not to exceed Thirty-Five Thousand Dollars (\$35,000),
4 both of which will be paid from the Gross Settlement Amount. Any portion of the Attorneys' Fees and
5 Costs not awarded to Plaintiffs' Counsel will be added to the PAGA Penalties Fund. The award of
6 attorneys' fees will be divided as follows: Sixty-Five Percent (65%) to Capstone Law APC and Thirty-
7 Five Percent (35%) to The Spivak Law Firm.

8 16. Service Awards. For their service on behalf of the LWDA and Aggrieved Employees,
9 Defendant agrees not to oppose or impede any application or motion by Plaintiffs for a service award of
10 up to Five Thousand Dollars (\$5,000), each ("Service Awards"). Any portion of the Service Awards not
11 awarded to Plaintiffs will be added to the PAGA Penalties Fund. Plaintiffs understand and agree that this
12 Settlement Agreement shall remain in full force and effect even if the full amount of Service Awards
13 sought by Plaintiffs is not ultimately awarded by the Court.

14 17. Settlement Administration Costs. The Parties will retain ILYM Group, Inc. as the third-
15 party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be
16 responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate
17 tax forms to Aggrieved Employees, the LWDA, Plaintiffs, and Plaintiffs' Counsel. The Settlement
18 Administration Costs will be paid from the Gross Settlement Amount. Based on the estimate that there
19 are approximately Four Hundred Twenty-Seven (427) Aggrieved Employees, Settlement Administration
20 Costs are estimated at Five Thousand Dollars (\$5,000).

21 18. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties
22 will present this Settlement Agreement to the Court and the LWDA. The Parties will request that the
23 Court issue an order and judgment approving and incorporating by reference the terms and conditions of
24 the Settlement Agreement (the "Order and Judgment").

25 19. List of Aggrieved Employees. Within thirty (30) calendar days after the Effective Date,
26 Defendant will provide the Settlement Administrator a complete list of all Aggrieved Employees
27 ("Aggrieved Employee List"). The Aggrieved Employee List will be formatted in Microsoft Office
28 Excel and will include each Aggrieved Employees full name; most recent mailing address and telephone

number; Social Security number; the respective number of pay periods during which each Aggrieved Employee worked during the Settlement Period; and any other relevant information needed to calculate settlement payments.

20. Funding of the Settlement. Within thirty (30) calendar days after the Effective Date, Defendant will deposit the Gross Settlement Amount into the QSF to be established by the Settlement Administrator (“Funding Date”). Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiffs; (d) Plaintiffs’ Counsel; and (e) itself. The Settlement Administrator, and not Defendant, will issue the appropriate tax forms for all payments issued under this Settlement.

21. Tax Indemnification. Plaintiffs, Plaintiffs’ Counsel, Aggrieved Employees, and applicable governmental authorities (including the LWDA) are solely responsible for all tax obligations, including all reporting and payment obligations, attributable to them that may arise as a consequence of this Agreement and payment of the amounts set forth herein. Neither Defendant nor Defendant’s counsel make any express or implied promise, representation, or warranty regarding the tax consequences or tax treatment under federal or state tax laws for any sum paid pursuant to this Agreement.

22. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an explanatory letter, attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. 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 or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be tendered to The Justice Gap Fund maintained by The State Bar of California. All settlement payments to

1 Aggrieved Employees will be treated as miscellaneous income for which a 1099 will be issued.

2 23. Settled Claims. Upon the Funding Date, Plaintiffs and all Aggrieved Employees will be
3 forever barred from pursuing against the Released Parties any and all Settled Claims during the
4 Settlement Period. Aggrieved Employees will not be deemed to have released any individual wage and
5 hour claims by virtue of this Settlement.

6 24. No Right to Exclusion or Objections by Representative Action Members. Because this
7 settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as
8 Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no
9 Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved
10 Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court,
11 regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties
12 also agree that no Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

13 25. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced
14 herein will not be utilized to calculate any additional benefits under any benefit plans to which any
15 Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans,
16 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit
17 plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights,
18 contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

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

23 27. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve
24 the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then
25 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void,
26 and the Parties will be returned to their original respective positions.

27 28. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court
28 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement

of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

29. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

30. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties, and approved by the Court.

31. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

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

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

34. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic signatures (e.g., DocuSign), facsimiles, and scanned copies of the signature pages, will be deemed to be one and the same instrument.

35. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge

1 that they are each represented by competent counsel and that they have had an opportunity to consult
2 with their counsel regarding the fairness and reasonableness of this Settlement.

3 36. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
4 Plaintiffs may appeal any reduction to the Attorneys' Fees and Costs below the amount they request
5 from the Court, and either party may appeal any court order that materially alters the Settlement's terms.

6 37. Invalidity of Any Provision. Before declaring any provision of this Settlement
7 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
8 possible consistent with applicable precedents so as to render all provisions of this Settlement Agreement
9 valid and enforceable.

10 38. Captions. The captions and section numbers in this Settlement Agreement are inserted
11 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
12 provisions of this Settlement Agreement.

13 39. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
14 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
15 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

16 40. Enforcement Action. In the event that one or more of the Parties institutes any legal
17 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
18 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
19 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
20 expert witness fees incurred in connection with any enforcement actions.

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

26 42. Representation By Counsel. The Parties acknowledge that they have been represented
27 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
28 that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed

1 in full.

2 43. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
3 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
4 Settlement Agreement.

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

10 45. Denial of Liability. The Parties expressly recognize that the making of this agreement
11 does not in any way constitute an admission or concession of wrongdoing on the part of Defendant.
12 Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements,
13 discussions or communications, nor any materials prepared, exchanged, issued or used during the
14 pendency of the Actions, is intended by the Parties to, nor will any of the foregoing constitute, be
15 introduced, be used or be admissible in any way in any other judicial, arbitral, administrative,
16 investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law,
17 statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.
18 Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its
19 purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments
20 of the Court entered into in connection therewith.

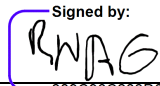
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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 11/20/2025

Signed by:

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Ricardo Arciniega Gonzalez

PLAINTIFF

Dated:

Steven Faustinos

DEFENDANT

Dated: November 25, 2025

Signed by:

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Name of Authorized Signatory Colette Koby
Shultz Steel, LLC (f/k/a Shultz Steel Company)

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Ricardo Arciniega Gonzalez

PLAINTIFF

Dated: 11 / 20 / 2025 _____


Steven Faustinos

DEFENDANT

Dated: _____

Name of Authorized Signatory
Shultz Steel, LLC (f/k/a Shultz Steel Company)

Exhibit 2

FIRM PROFILE

Capstone Law APC is one of California's largest plaintiff-only labor and consumer law firms. Since its founding in 2012, Capstone has emerged as a major force in aggregate litigation, making law on cutting-edge issues and obtaining over five hundred million dollars in recovery for employees and consumers:

- In February, 2015, Capstone attorneys Raul Perez and Ryan H. Wu were honored with the *California Lawyer* Attorney of the Year (CLAY) award in labor and employment for their work in the landmark case *Iskanian v. CLS Transportation Los Angeles*, 59 Cal.4th 348 (2014), which preserved the right of California workers to bring representative actions under the Labor Code Private Attorneys General Act ("PAGA") notwithstanding a representative action waiver in an arbitration agreement.
- Recognized as a leading firm in the prosecution of PAGA enforcement actions, Capstone is responsible for some of the most important decisions in this area. In *Williams v. Superior Court (Marshall's of Calif.)*, 3 Cal.5th 531 (2017), Capstone attorneys achieved a watershed decision before the California Supreme Court as to the broad scope of discovery in PAGA actions. In *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), a case of first impression, Capstone successfully argued that PAGA actions are state enforcement actions not covered by the Class Action Fairness Act.
- Capstone has made important contributions to consumer protection law. In *McGill v. Citibank N.A.*, 2 Cal. 5th 945 (2017), Capstone represented plaintiffs in a major decision holding that the right to seek public injunctive relief under the state's consumer protection laws cannot be waived and that consumers need not satisfy class certification requirements to enjoin unfair business practices on behalf of the public. In *Nguyen v. Nissan N.A.*, 726 F.3d 811 (9th Cir. 2019), Capstone attorneys reversed a denial of class certification, making law that clarified the use of "benefit of the bargain" damages models in consumer class actions.
- Capstone served as class counsel in a number of significant wage and hour settlements, including \$16.5 million on behalf of a California class in *Navarro v. United Parcel Service, Inc.*, BC592098 (Los Angeles Super. Ct.), \$12 million on behalf of a nationwide class of in *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.), over \$10 million on behalf of non-exempt hourly workers in *Zamora v. Balboa Life & Casualty LLC*, Case No. BC360026 (L.A. Super. Ct.); and \$9 million on behalf of pharmacists in *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.). In *Vorise v. 24 Hour Fitness USA, Inc.*, No. C 15-02051 (Contra Costa Super. Ct.), Capstone and co-counsel negotiated an \$11 million PAGA settlement on behalf of over 36,000 employees for Labor Code violations.
- Capstone has an established practice in automotive defect class actions and is currently appointed sole class counsel, following contested class certification, in *Victorino v. FCA US, LLC*, No. 16-1617-GPC, 2019 WL 5268670 (S.D. Cal. Oct. 17, 2019) and *Salas v. Toyota Motor Sales, U.S.A., Inc.*, No. 15-8629-FMO, 2019 WL 1940619 (C.D. Cal. Mar. 27, 2019). Capstone was also lead counsel in *Vargas v. Ford Motor Co.*, No. 12-08388-AB, 2020 WL 1164066 (C.D. Cal. Mar. 5, 2020), which delivered over \$100 million to the Class.

SUMMARY OF SIGNIFICANT SETTLEMENTS

Since its founding, Capstone has settled over 500 high-stakes class and representative actions totaling well over \$500 million dollars. Capstone's settlements have directly compensated hundreds of thousands of California workers and consumers. Capstone's actions have also forced employers to modify their policies for the benefit of employees, including changing the compensation structure for commissioned employees and changing practices to ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting PAGA enforcement actions, Capstone has secured millions of dollars in civil penalties for the State of California.

The following is a representative sample of Capstone's settlements:

- *Vargas v. Ford Motor Co.*, 12-08388-AB (C.D. Cal.): providing cash payments and unique buyback program that will pay out more than \$100 million to class members;
- *Navarro et al v. United Parcel Service, Inc.*, No. BC592098 (Los Angeles Super. Ct.): gross settlement of \$16.5 million on behalf of approximately 180,000 non-exempt employees;
- *Hightower et al v. Washington Mutual Bank*, No. 2:11-cv-01802-PSG-PLA (N.D. Cal.): gross settlement of \$12 million on behalf of approximately 150,000 personal bankers, tellers, sales associates, and assistant branch manager trainees for wage and hour violations;
- *Moore v. PetSmart, Inc.*, No. 5:12-cv-03577-EJD (N.D. Cal.): gross settlement of \$10 million on behalf of over 19,000 non-exempt PetSmart employees for wage and hour violations;
- *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.): gross settlement of \$9 million on behalf of approximately 1,200 pharmacists for wage and hour violations;
- *Perrin v. Nabors Well Services Co.*, No. 56-2007-00288718 (Ventura Super. Ct.): gross settlement of over \$6.5 million on behalf of oil rig workers for sleep time and other wage violations;
- *Cook v. United Insurance Co.*, No. C 10-00425 (Contra Costa Super. Ct.): gross settlement of \$5.7 million on behalf of approximately 650 sales representatives;
- *Alvarez v. MAC Cosmetics, Inc.*, No. CIVDS1513177 (San Bernardino Super. Ct.): gross settlement of \$5.5 million for approximately 5,500 non-exempt employees.
- *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.): gross settlement of \$5.4 million in a case alleging FCRA violations;
- *Berry v. Urban Outfitters Wholesale, Inc.*, No. 13-02628 (N.D. Cal.): gross settlement of \$5 million on behalf of over 12,000 nonexempt employees;
- *The Children's Place Retail Stores Wage & Hour Cases*, No. JCCP 4790: gross settlement of \$5 million on behalf of 15,000 nonexempt employees;
- *York v. Starbucks Corp.*, Case No. 08-07919 (C.D. Cal.): gross settlement of nearly \$5 million on behalf of over 100,000 non-exempt workers for meal break and wage statement claims;
- *Rodriguez v. Swissport USA*, No. BC 441173 (Los Angeles Super. Ct.): gross settlement of nearly \$5 million on behalf of 2,700 non-exempt employees following contested certification;
- *Asghari v. Volkswagen Group of North America*, Case No. 13-02529 (C.D. Cal.): Settlement providing complementary repairs of oil consumption defect, reimbursement for repairs, and extended warranty coverage of certain Audi vehicles valued at over \$20 million.

PROFESSIONAL BIOGRAPHIES

Partners

Rebecca Labat. Rebecca Labat is co-managing partner of Capstone Law APC, supervising the litigation for all of the firm's cases. She also manages the firm's co-counsel relationships and assists the firm's other partners and senior counsel with case management and litigation strategy. Under Ms. Labat's leadership, Capstone has successfully settled over 100 cases, delivering hundreds millions of dollars to California employees and consumers while earning statewide recognition for its cutting-edge work in developing new law.

Ms. Labat's career accomplishments representing consumers and employees in class actions include the certification of a class of approximately 3,200 current and former automobile technicians and shop employees for the miscalculation of the regular rate for purposes of paying premiums for missed meal and rest breaks.

Before her work representing plaintiffs in class and representative actions, Ms. Labat was an attorney with Wilson Elser and represented life, health, and disability insurers in litigation throughout California in both state and federal courts. She graduated from the University of California, Hastings College of the Law in 2002, where she was a member of the Hastings Civil Justice Clinic, served as a mediator in Small Claims Court for the City and County of San Francisco, and received the CALI Award for Excellence in Alternative Dispute Resolution. She received her undergraduate degree from the University of California, Los Angeles. Ms. Labat is a member of the National Employment Lawyers Association (NELA), the Consumer Attorneys Association of Los Angeles (CAALA), and the Beverly Hills Bar Association.

Raul Perez. Raul Perez is co-managing partner at Capstone, and has focused exclusively on wage and hour and consumer class litigation since 2011. Mr. Perez is the lead negotiator on numerous large settlements that have resulted in hundreds of millions to low-wage workers across California, including many of the most valuable settlements reached by Capstone.

During his career, Mr. Perez has successfully certified by way of contested motion and/or been appointed Lead Counsel or Interim Lead Counsel in several cases, including: *Lopes v. Kohl's Department Stores, Inc.*, Case No. RG08380189 (Alameda Super. Ct.); *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.); *Tameifuna v. Sunrise Senior Living Managements, Inc.*, Case No. 13-02171 (C.D. Cal.) (certified class of over 10,000 hourly-paid employees); and *Berry v. Urban Outfitters Wholesale, Inc.*, Case No. 13-02628 (N.D. Cal.) (appointed lead counsel in a class action involving over 10,000 non-exempt employees). As the lead trial attorney in *Iskanian v. CLS Transportation Los Angeles*, 59 Cal. 4th 348 (2014), Mr. Perez, along with Mr. Wu, received the 2015 CLAY Award in labor and employment.

Mr. Perez received both his undergraduate degree and his law degree from Harvard University and was admitted to the California Bar in December 1994. Earlier in his career, Mr. Perez handled a variety of complex litigation matters, including wrongful termination and other employment related actions, for corporate clients while employed by some of the more established law firms in the State of California, including Morgan, Lewis & Bockius; Manatt Phelps & Phillips; and Akin Gump Strauss Hauer & Feld. Before Capstone, Mr. Perez was a partner at another large plaintiff's firm, helping to deliver millions of dollars in relief to California workers.

Melissa Grant. Melissa Grant is a partner and lead trial attorney at Capstone. Ms. Grant is responsible for litigating many of the firm's most contentious and high-stakes class actions and PAGA cases. The author of

numerous successful motions for class certification, Ms. Grant is the lead or co-lead attorney on numerous certified class actions currently on track for trial, representing over hundreds of thousands of California employees in pursuit of their wage and hour claims. She is also at the forefront in developing the law on the California Labor Code's Private Attorneys General Act (PAGA), including administrative exhaustion, the scope of discovery, manageability, and PAGA trial plans. Recently, Ms. Grant has taken two PAGA cases to trial and worked on several key PAGA appellate decisions, including *Williams v. Superior Court (Marshall's of CA LLC)*, 3 Cal.5th 531 (2017). Ms. Grant also represented the plaintiff in *Davidson v. Seterus, Inc.*, 21 Cal. App. 5th 283 (2018), which, in a case of first impression, found that the Defendant, a mortgage servicer, was a debt collector under California's Rosenthal Fair Debt Collection Practices Act. The case led to enactment of legislation that expressly includes "mortgage debt" within the Rosenthal Act's definition of "consumer credit" and amends the Rosenthal Act to expressly apply to debt collection activities involving residential mortgage loans.

Ms. Grant began her legal career as a law clerk for the Honorable Harry Pregerson, Justice, Ninth Circuit Court of Appeals. Thereafter, she was an associate with Sidley Austin LLP, where she represented Fortune 500 companies in commercial litigation and consumer class actions. Before joining Capstone, Ms. Grant was a Senior Associate with Quinn Emanuel Trial Attorneys, where she was on the trial team that prosecuted *Mattel v. Bratz (I)*, and a staff attorney in the Enforcement Division of the Securities and Exchange Commission, investigating ongoing violations of federal securities regulations and statutes. Ms. Grant graduated summa cum laude and first in her class from Southwestern Law School in 1999, where she served as editor-in-chief of the Law Review. She earned her undergraduate degree from Cornell University's College of Arts & Sciences, where she received the JFK Public Service Award and the Outstanding Senior Award (graduating class of 4,000 students). Ms. Grant has been a panelist and speaker on PAGA actions and wage-and-hour class actions at various annual and biannual California Bar Association, California Law Association, and Bridgeport Continuing Education conferences. Her published articles include: Los Angeles Lawyer: A PAGA Rollercoaster (September 2023), Battling for ERISA Benefits in the Ninth Circuit: Overcoming Abuse of Discretion Review, 28 Sw. U. L. Rev. 93 (1998), and CLE Class Actions Conference (SF) CAFA: Early Decisions on Commencement and Removal of Actions (2006).

Ms. Grant is a member of the Los Angeles County Women Lawyers Association of Los Angeles, the Consumer Attorneys Association of Los Angeles (CAALA), and the Consumer Attorneys of California. She was recently named a 2024 Worker Health & Safety Hero by Worksafe for her work in advancing workplace safety and justice. She also currently serves on the Los Angeles County Bar Association's President's Commission on Women in the Legal Profession, the Subcommittee on Gender Bias and Civility, and the Amicus Subcommittee, and is a member of the Executive Board of Los Angeles Lawyer magazine. Ms. Grant was recognized by the Daily Journal as a Top Employment & Labor Attorney in 2023 and has been selected as one of Southern California's "Super Lawyers" in 2022, 2023, and 2024.

Ryan H. Wu. Ryan H. Wu is a partner at Capstone and is primarily responsible for complex motion work and supervising court approval of class action settlements. Mr. Wu handles many of the most challenging legal issues facing Capstone's clients, including the scope and operation of PAGA, contested attorneys' fees motions, responding to objectors, and high-impact appeals. Mr. Wu is responsible for the merits briefing in *McGill v. Citibank, N.A.*, 2 Cal. 5th 945 (2017), where the California Supreme Court unanimously held that consumers' right to pursue public injunctive relief cannot be impeded by a contractual waiver or class certification requirements. He briefed the closely-watched *Williams v. Superior Court (Marshall's of CA LLC)*, 3 Cal.5th 531(2017), an important pro-employee ruling that broadened the scope of discovery in PAGA actions

and resolved a longstanding conflict regarding third-party constitutional privacy rights. He also authored the briefs in *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), where, on an issue of first impression, the Ninth Circuit sided with Plaintiffs in holding that PAGA actions are state enforcement actions not covered by the CAFA. In February 2015, Mr. Wu, along with Mr. Perez, received the prestigious CLAY award for his successful appellate work, including briefing to the California Supreme Court, in *Iskanian*. Mr. Wu recently achieved an important consumer victory in *Nguyen v. Nissan N.A.*, 932 F.3d 811 (9th Cir. 2019), which clarified the use of “benefit of the bargain” damages models in consumer class actions. He also oversees the firm’s high-stakes fee disputes and settlement approval, with a highlight being his central role in achieving the highly publicized Ford transmission settlement, valued at over \$100 million.

Mr. Wu graduated from the University of Michigan Law School in 2001, where he was an associate editor of the *Michigan Journal of Law Reform* and contributor to the law school newspaper. He received his undergraduate degree in political science with honors from the University of California, Berkeley. He is a State Bar-certified Specialist in Appellate Law, and currently serves on the Committee for Appellate Courts for the California Lawyers Association (CLA) and the Los Angeles County Bar’s State Appellate Judicial Evaluation Committee. He is an editor of CLA’s monthly *Litigation Update*, and his work has been published by the *California Litigation Review*, *California Labor & Employment Review*, *Daily Journal*, and the *Los Angeles Lawyer*. He is a contributor to Continuing Education of the Bar (CEB) and is regularly invited to speak at professional conferences. He was named a Southern California Super Lawyer for 2023, 2024, 2025 and the 2024 Worker Health & Safety Hero by Worksafe for his work in advancing workplace safety and justice.

Robert Drexler. Robert Drexler is a partner with Capstone Law where he leads one of the firm’s litigation teams prosecuting wage-and-hour class actions. He has more than 25 years of experience representing clients in wage-and-hour and consumer rights class actions and other complex litigation in state and federal courts. Over the course of his career, Mr. Drexler has successfully certified dozens of employee classes for claims such as misclassification, meal and rest breaks, and off-the-clock work, ultimately resulting in multi-million dollar settlements. He has also arbitrated and tried wage-and-hour and complex insurance cases. Mr. Drexler has been selected as one of Southern California’s “Super Lawyers” in 2009 and every year from 2001 through 2024.

Before joining Capstone, Mr. Drexler was head of the Class Action Work Group at Khorrami Boucher, LLP and led the class action team at The Quisenberry Law Firm. Mr. Drexler graduated from Case Western Reserve University School of Law, where he served as Managing Editor of the *Case Western Reserve Law Review* and authored *Defective Prosthetic Devices: Strict Tort Liability for the Hospital?* 32 CASE W. RES. L. REV. 929 (1982). He received his undergraduate degree in Finance at The Ohio State University where he graduated *cum laude*. Mr. Drexler has been a member of Consumer Attorneys of California (CAOC) and Consumer Attorneys of Los Angeles (CAALA). He has been a featured speaker at class action and employment litigation seminars, and has published articles in CAOC’s *Forum Magazine* and *The Daily Journal*.

Jamie Greene. Jamie Greene is a partner with Capstone Law, where she leads the firm’s business development and case generation team. Ms. Greene is responsible for evaluating all potential new cases and referrals, developing new claims, and managing the firm’s client and cocounseling relationships. She also supervises the pre-litigation phase for all cases, including investigation, analysis, and client consultation.

Before joining Capstone, Ms. Greene began her legal career at Makarem & Associates representing clients in a wide array of cases ranging from wrongful death, insurance bad faith, employment, personal injury,

construction defect, consumer protection, and privacy law. Ms. Greene is a graduate of the University of Southern California Gould School of Law and earned her bachelor's degree from Scripps College in Claremont, California.

Bevin Allen Pike. Bevin Allen Pike is a partner with Capstone Law, where she focuses primarily on wage-and-hour class actions. Ms. Pike has spent her entire legal career representing employees and consumers in wage-and-hour and consumer rights class actions. Over the course of her career, Ms. Pike has successfully certified dozens of employee and consumer classes for claims such as meal and rest breaks, unpaid overtime, off-the-clock work, and false advertising.

Before joining Capstone, Ms. Pike's experience included class and representative action work on behalf of employees and consumers at some of the leading plaintiffs' firms in California. Ms. Pike graduated from Loyola Law School, Los Angeles, where she was an Editor for the International and Comparative Law Review. She received her undergraduate degree from the University of Southern California. Ms. Pike has been selected as one of Southern California's "Super Lawyers – Rising Stars" every year from 2012 through 2015.

Senior Counsel

Theresa Carroll. Theresa Carroll is a senior counsel at Capstone Law. Her practice is devoted to the Appeals & Complex Motions team, working on various settlement and approval projects.

Prior to joining Capstone, Ms. Carroll was an associate with Parker Stanbury, LLP, advising small business owners on various employment matters and worked as an associate attorney for O'Donnell & Mandell litigating employment discrimination and sexual harassment cases. In 1995, she graduated from Southwestern University School of Law where she was on the trial advocacy team and was awarded the prestigious Trial Advocate of the Year award sponsored by the American Board of Trial Advocates (ABOTA) for Southwestern University School of Law. Ms. Carroll received her Bachelor of Science degree in speech with an emphasis in theatre from Iowa State University.

Liana Carter. Liana Carter is a senior counsel with Capstone Law APC, specializing in complex motions, writs, and appeals. Her work on recent appeals has included reversing a denial of class certification decision in *Brown v. Cinemark USA, Inc.*, No. 16-15377, 2017 WL 6047613 (9th Cir. Dec. 7, 2017), affirming a denial of a motion to compel arbitration in *Jacoby v. Islands Rests., L.P.*, 2014 Cal. App. Unpub. LEXIS 4366 (2014) and reversal of a dismissal of class claims in *Rivers v. Cedars-Sinai Med. Care Found.*, 2015 Cal. App. Unpub. LEXIS 287 (Jan. 13, 2015). Ms. Carter was responsible for drafting the successful petition for review in *McGill v. Citibank N.A.*, as well as the petition for review and briefing on the merits in *Williams v. Superior Court*, 2017 WL 2980258. Ms. Carter also has extensive prior experience in overseeing settlement negotiations and obtaining court approval of class action settlements.

Ms. Carter was admitted to the California bar in 1999 after graduating from the University of Southern California Gould School of Law, where she was an Articles Editor on the board of the *Southern California Law Review*. She received her undergraduate degree with honors from the University of California, Irvine.

Anthony Castillo. Anthony Castillo is a senior counsel with Capstone Law. His practice focuses on analyzing and developing pre-litigation wage-and-hour and consumer claims, including PAGA representative actions and class actions for failure to pay overtime and minimum wages, meal and rest period violations, and claims under the Fair Labor Standards Act and the Investigative Consumer Reporting Agency Act. Prior to joining Capstone, he was an associate at a California bankruptcy practice, where he represented individual and

business debtors in liquidations and re-organizations as well as various debt and foreclosure defense-related issues.

Mr. Castillo graduated from Loyola Law School, Los Angeles in 2009, where he volunteered with the Disability Rights Legal Center. He attended Stanford University for his undergraduate degree, majoring in Political Science and minoring in History. Anthony is admitted to practice law in California and Washington and before the United States District Court for the Central and Southern Districts of California.

Abigail Gertner. Abigail Gertner is a senior counsel with Capstone Law. Ms. Gertner pursues automotive defect and other consumer class action litigation, with a focus on defective products. Her efforts have contributed to the successful resolution of numerous cases, including *Weckwerth v. Nissan North America, Inc.*, No. 18-00588 (M.D. Tenn.) (providing a \$407 to \$547 million-dollar benefit to a class of nearly 3 million consumers); *Hickman v. Subaru of America, Inc.*, No. 21-02100 (D.N.J.) (providing reimbursements transmission repairs and warranty extensions to approximately 160,000 consumers); *Rieger v. Volkswagen Group of America, Inc.*, No. 21-10546 (D.N.J.) (providing reimbursements for engine repairs and warranty extensions to over 300,000 consumers); and *Gioffe v. Volkswagen Group of America, Inc.*, No. 22-00193 (D.N.J.) (providing 100% reimbursement for repairs or replacement of gateway control modules damaged by water intrusion).

Prior to joining Capstone Law, Ms. Gertner accumulated over two decades of litigation experience as a class action attorney, working in consumer protection, ERISA, healthcare, securities, and antitrust litigation at several nationally recognized law firms. During her time at Santa Clara University School of Law, she interned at the Santa Clara County District Attorney's Office in the Child and Elder Abuse unit. Prior to that, she graduated from Tulane University with a Bachelor of Science in Psychology and a Bachelor of Arts in Classical Studies.

Helga Hakimi. Helga Hakimi is a senior counsel at Capstone Law. Her practice primarily involves employment law class action litigation, namely wage-and-hour class actions and PAGA litigation on behalf of employees for failure to pay overtime and minimum wages, provide meal and rest breaks, and provide compensation for off-the-clock work, and related employer violations under the Fair Labor Standards Act and California Labor Code.

Prior to joining Capstone, Ms. Hakimi was a partner at a civil litigation firm in West Los Angeles, where she handled mainly real estate litigation, business litigation, and defense of some employment law matters; prior to that, she worked as a civil litigation attorney handling complex personal injury litigation. Ms. Hakimi's interest in advocating for employee rights began in law school, where she volunteered for the Workers' Rights Clinic and assisted low-income community members in Northern California's greater Bay Area region with employment-related legal issues. Upon graduating from law school, Ms. Hakimi worked as an associate for a municipal law firm, and thereafter at the local City Attorney's Office, where she advised municipalities and cities in civil matters involving land use, environmental law, development issues, Constitutional law, and First Amendment rights. Ms. Hakimi graduated from Berkeley Law (Boalt Hall School of Law), where she earned her Juris Doctorate and was awarded the Prosser Award in Remedies. Ms. Hakimi received her Bachelor of Arts degree in Political Science with a minor in Education Studies from the University of California, Los Angeles, and graduated summa cum laude and with Departmental Highest Honors.

Majdi Hijazin. Majdi Hijazin is a senior counsel at Capstone Law. His practice primarily focuses on representing consumers in complex litigation matters. Currently, Mr. Hijazin prosecutes automotive defect and other consumer class action lawsuits throughout the United States. Prior to joining Capstone, Mr. Hijazin

led a national team of six attorneys in bringing claims under the Illinois Biometric Information Privacy Act (BIPA), where he and his team routinely obtained high-value settlements for their clients.

Mr. Hijazin has prosecuted many individual and class action lawsuits under the Fair Credit Reporting Act (FCRA), the Fair Debt Collection Practices Act (FDCPA), the Telephone Consumer Protection Act (TCPA), and the Illinois Consumer Fraud Act (ICFA). On behalf of aggrieved homeowners, Mr. Hijazin was part of a trial team where his efforts were instrumental in securing two multi-million-dollar jury verdicts. See *Hammer v. Residential Credit Solutions, Inc.*, No. 13 C 6397 (N.D. Ill. Dec. 3, 2015), and *Saccameno v. Ocwen Loan Servicing, LLC*, 372 F. Supp. 3d 609 (N.D. Ill. 2019). Most recently, in late 2023, Mr. Hijazin's work was vital in securing a seven-digit settlement on the third day of trial. Mr. Hijazin graduated from the University of Illinois Chicago School of Law.

Daniel Jonathan. Daniel Jonathan is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and PAGA litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Prior to joining Capstone, Mr. Jonathan began his career as an associate at Kirkland & Ellis representing Fortune 500 clients in high-stakes litigation in various matters, including class action defense and plaintiff's actions for accounting fraud. Following that, he was a senior counsel at a boutique litigation firm where he successfully first-chaired several trials. Mr. Jonathan graduated from the Northwestern University School of Law. He received his undergraduate degree in Accounting from the University of Southern California, where he graduated cum laude. He has passed the CPA examination and worked as an auditor at Deloitte before attending law school.

Jonathan Lee. A senior counsel with Capstone, Jonathan Lee primarily litigates employment class actions. At Capstone, Mr. Lee has worked on several major successful class certification motions, and his work has contributed to multi-million dollar class settlements against various employers, including restaurant chains, retail stores, airport staffing companies, and hospitals. Prior to joining Capstone, Mr. Lee defended employers and insurance companies in workers' compensation actions throughout California.

Mr. Lee graduated in 2009 from Pepperdine University School of Law, where he served as an editor for the Journal of Business, Entrepreneurship and the Law; he received his undergraduate degree from UCLA.

Shealene Mancuso. Shealene Mancuso is a senior counsel with Capstone, specializing in employment class action litigation. Her practice is devoted to wage-and-hour class actions and Private Attorneys General Act litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, failure to provide compensation for off-the-clock work, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Prior to joining Capstone Law, Ms. Mancuso was a Partner at a California maritime law firm, representing employers in federal claims brought by domestic and foreign civilian employees for benefits for injuries sustained while working on U.S. military bases for government contractors. She also has extensive litigation experience representing individuals in federal vaccine injury, personal injury, and family law matters. She served on the Board of Directors of a Philadelphia domestic violence organization and as a pro bono attorney assisting low-income families with custody and grandparent's rights matters. In 2020, she was recognized as a Rising Star by Super Lawyers.

Ms. Mancuso graduated from Temple University, Beasley School of Law in 2014, where she was a Fellow in the Rubin Public Interest Law Honor Society, served as the Volunteer Chair of the Women's Law Caucus, Women's Rights Chair of the National Lawyers Guild, Membership Coordinator of the American Constitution Society, and board member of the School to Prison Pipeline, and volunteered with the Domestic Violence Assistant Project. She began to develop her litigation skills through the Integrated Trial Advocacy Program at Temple Law, as a certified law clerk with the Ventura County District Attorney's Office, and through internships with non-profit organizations. She received her undergraduate degree from the University of California, Riverside, where she majored in Sociology: Law and Society.

Trisha Monesi. Trisha Monesi is a senior counsel at Capstone Law. Her practice focuses on wage-and-hour class actions and PAGA litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Prior to practicing wage-and-hour class actions and PAGA litigation, Ms. Monesi prosecuted consumer class actions in state and federal court, focusing on automotive and consumer product defects, data breaches, and false advertising. Ms. Monesi graduated from Loyola Law School, Los Angeles in 2014, where she served as an editor of the Loyola of Los Angeles Entertainment Law Review and was a certified law clerk at the Center for Juvenile Law and Policy. She earned her undergraduate degree from Boston University in 2011, where she majored in Political Science and International Relations.

Robert Myong. Robert Myong is a senior counsel at Capstone Law. His practice focuses on helping employees recover their unpaid wages, overtime, and penalties in class actions and PAGA representative actions in state and federal court.

Prior to joining Capstone, Mr. Myong managed a team of attorneys that recovered millions of dollars on behalf of employees for their unpaid wages, discrimination, harassment, retaliation, and wrongful termination claims. Robert is a graduate of Whittier Law School and earned his bachelor's degree in economics from the University of Southern California.

Cody Padgett. Cody Padgett is a senior counsel with Capstone Law. Mr. Padgett prosecutes automotive defect and other consumer class action lawsuits during all stages of litigation. His work has been integral to achieving contested class certification in several automotive defect cases, including *Falco v. Nissan N. Am. Inc.*, No. 13-00686 (C.D. Cal.) (certifying a class of owners/lessees of Nissan vehicles), *Salas v. Toyota Motor Sales, U.S.A., Inc.*, No. 15-08629 (C.D. Cal.) (certifying a class of owners/lessees of Toyota vehicles), and *Victorino v. FCA US, LLC*, No. 16-01617 (S.D. Cal.) (certifying a class of owners/lessees of Dodge Dart vehicles). Mr. Padgett's efforts have also contributed to major settlements of automotive defect and consumer cases, providing substantial monetary relief to millions of class members, valued in the hundreds of millions of dollars. See, e.g., *Weckwerth v. Nissan North America, Inc.*, No. 18-00588 (M.D. Tenn.) (providing a \$407 to \$547 million-dollar benefit to a class of nearly 3 million consumers).

Prior to joining Capstone Law, Mr. Padgett assisted with the defense of major felony cases at the San Diego County Public Defender's Office. During law school, Mr. Padgett served as a judicial extern to the Honorable C. Leroy Hansen, United States District Court for the District of New Mexico. He graduated from California Western School of Law in the top 10% of his class and received his undergraduate degree from the University of Southern California, where he graduated *cum laude*. Mr. Padgett is admitted to practice in California, before

the Ninth Circuit Court of Appeals, and before United States District Court for the Northern, Eastern, Central, and Southern Districts of California.

Shahin Rezvani. Shahin Rezvani is a senior counsel with Capstone Law. His practice involves litigating consumer class action lawsuits. Mr. Rezvani has significant experience in high-stakes trials. He played a pivotal role in the *Freedom Wireless v. Boston Communications* five-month patent infringement jury trial, securing a then-monumental \$128 million verdict. Equally significant was his role in the *Rambus v. Micron* antitrust jury trial, defeating a \$4 billion claim, and the *Micron v. Rambus* spoliation trial resulting in Rambus's SDRAM and DDR SDRAM patents being rendered unenforceable. Mr. Rezvani's impact extends beyond big cases as well, including securing a favorable verdict for an executive in the entertainment industry and successfully defending against claims for breach of contract and fraud in the electronics sector. He has also obtained judgments as a matter of law on post-trial motions and secured summary judgments, such as a victory in an early cybersquatting suit for the Academy of Motion Picture Arts and Sciences.

Prior to Capstone, Mr. Rezvani was a senior attorney at a plaintiff's class action firm, where he handled wage & hour, consumer fraud, data breach, and other class actions. While there, he helped achieve the second largest settlement in the nation for an ADA class action case against Hyatt Corporation. With over two decades of legal expertise in antitrust, class action, consumer fraud, copyright, employment, patent, securities, and trademark disputes, his skills and accomplishments span a wide range of practice areas. Mr. Rezvani has previously represented both plaintiffs and defendants in antitrust, ERISA, employment and other matters. Mr. Rezvani graduated from UC Berkeley School of Law, and earned his Bachelor of Arts from University of California, Los Angeles.

Eduardo Santos. Eduardo Santos is a senior counsel at Capstone Law, and concentrates his practice on managing and obtaining court approval of many of Capstone's wage-and-hour, consumer, and PAGA settlements, from the initial contract drafting phase to motion practice, including contested motion practice on attorneys' fees. Over the course of his career, Mr. Santos has helped to secure court approval of over one hundred high-stakes class and representative action settlements totaling over \$100 million.

Before joining Capstone, Mr. Santos began his career at a prominent plaintiff's firm in Los Angeles specializing in mass torts litigation, with a focus on complex pharmaceutical cases. Most notably, he was involved in the national Vioxx settlement, which secured a total of \$4.85 billion for thousands of individuals with claims of injuries caused by taking Vioxx. Mr. Santos graduated from Loyola Law School, Los Angeles, where he was a recipient of a full-tuition scholarship awarded in recognition of academic excellence. While in law school, Mr. Santos served as an extern for the Honorable Thomas L. Willhite, Jr. of the California Court of Appeal. He graduated magna cum laude from UCLA and was a recipient of the Ralph J. Bunche Scholarship for academic achievement.

Mao Shiokura. Mao Shiokura is a senior counsel with Capstone. Her practice focuses on identifying, evaluating, and developing new claims, including PAGA representative actions and class actions for wage-and-hour violations and consumer actions under the Consumers Legal Remedies Act, False Advertising Law, Unfair Competition Law, and other consumer protection statutes. Prior to joining Capstone, Ms. Shiokura was an associate at a California lemon law firm, where she represented consumers in Song-Beverly, Magnuson-Moss, and fraud actions against automobile manufacturers and dealerships.

Ms. Shiokura graduated from Loyola Law School, Los Angeles in 2009, where she served as a staff member of Loyola of Los Angeles Law Review. She earned her undergraduate degree from the University of Southern

California, where she was a Presidential Scholar and majored in Business Administration, with an emphasis in Cinema-Television and Finance.

John Stobart. John Stobart is a senior counsel with Capstone Law. He focuses on appellate issues in state and federal courts and contributes to the firm's amicus curiae efforts to protect and expand the legal rights of California employees and consumers. Mr. Stobart has significant appellate experience having drafted over two dozen writs, appeals and petitions, and having argued before the Second, Fourth, and Fifth Districts of the California Court of Appeal.

Prior to joining Capstone, Mr. Stobart was a law and motion attorney who defended against civil liability in catastrophic injury and wrongful death cases brought against his clients, which included the railroad, public schools, small businesses, and commercial and residential landowners. He has drafted and argued scores of dispositive motions at the trial court level and had success in upholding judgments and verdicts on appeal. He graduated cum laude from Thomas Jefferson School of Law where he was on the mock trial competition team and earned his undergraduate degree from the Ohio State University.

Roxanna Tabatabaee pour. Roxanna Tabatabaee pour is a senior counsel with Capstone Law. Her practice primarily involves representing employees in class actions and representative actions for various violations of the California Labor Code.

Before joining Capstone, Ms. Tabatabaee pour's experience included representing workers in single-plaintiff and class/representative action lawsuits regarding wage-and-hour violations, as well as individual claims for discrimination, retaliation, failure to accommodate, harassment, and wrongful termination, under both California and federal laws. Ms. Tabatabaee pour received her undergraduate degrees from the University of California San Diego. She subsequently graduated from the American University, Washington College of Law, where she was a Marshall-Brennan Constitutional Literacy Fellow and taught Constitutional Literacy to teens in marginalized communities.

Ryan Tish. Ryan Tish is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and Private Attorneys General Act ("PAGA") representative actions on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, failure to reimburse necessary business expenses, and other claims under the Fair Labor Standards Act and California Labor Code.

Before joining Capstone, Mr. Tish was an associate at a civil litigation firm in Los Angeles, handling a variety of matters, including commercial contracts, real estate, and employment law. Mr. Tish has represented both employers and employees in actions ranging from individual claims of discrimination, harassment, retaliation, and wrongful termination, to class and representative actions for wage-and-hour and privacy law violations. Mr. Tish is a graduate of the University of Southern California Gould School of Law and earned his bachelor's degree in civil and environmental engineering from the University of California, Los Angeles. Mr. Tish is admitted to practice law in California and before the United States District Court for the Northern, Eastern, Central, and Southern Districts of California.

Orlando Villalba. Orlando Villalba is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and PAGA litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Mr. Villalba began his career at Kirkland & Ellis where he handled a wide range of business litigation matters, including transnational contract disputes, insurance-related tort claims, developer litigation, and civil rights actions. He also has extensive plaintiff-side experience representing government agencies and note-holders in the pursuit of mortgage and other fraud losses. Mr. Villalba graduated from Stanford Law School, where he served as an articles editor on the Stanford Journal of Law, Business & Finance. After law school, he clerked for the Honorable Warren Matthews of the Alaska Supreme Court. Orlando received his bachelor's degree in International Business from the University of Southern California.

Associates

Tyler Anderson. Tyler Anderson is an associate with Capstone Law. His practice focuses on complex motions, writs, and appeals. Before joining Capstone, Mr. Anderson was Co-Director of the Los Angeles Center for Community Law and Action (“LACCLA”), a nonprofit law firm that represents tenant unions and union organizers. While there, Mr. Anderson tried a disparate impact federal Fair Housing Act case that resulted in a jury verdict of over \$1,000,000. He also frequently used California Anti-SLAPP laws to block attempts to silence tenant union organizers. Prior to working at LACCLA, Mr. Anderson clerked for the Honorable Martha Vazquez, a federal district court judge for the District of New Mexico who, at the time, sat on the Executive Committee of the Federal Judiciary. Before that, Mr. Anderson was a litigation associate at the international law firm Jenner & Block LLP. Mr. Anderson graduated from Harvard Law School, where he was the Executive Articles Editor of the Harvard Journal on Legislation as well as President of one of the largest student-run pro bono organizations at Harvard University, Project No One Leaves. He graduated with several “Dean’s Scholar” prizes for receiving top grades in his constitutional law courses.

Afife Bicakci. Afife Bicakci is an associate with Capstone Law. Her practice focuses on prosecuting wage-and-hour class actions and representative actions under the Private Attorneys General Act (“PAGA”) on behalf of employees. Before joining Capstone, she also represented employees in actions brought under the Fair Employment and Housing Act (“FEHA”) involving discrimination, harassment, and retaliation claims. Earlier in her career, in Turkey, she litigated employment disputes from the defense side. Ms. Bicakci earned her Bachelor of Laws (J.D. equivalent) from Baskent University in Ankara, Turkey, and her LL.M. from Lincoln Law School of San Jose.

Sairah Budhwani. Sairah Budhwani is an associate with Capstone Law. Her practice focuses on evaluating and analyzing pre-litigation wage-and-hour claims, including claims for violations of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work violations. Previously, Ms. Budhwani litigated employment discrimination, harassment, and retaliation claims, and also represented incarcerated individuals contesting the conditions of their confinement. Ms. Budhwani graduated from UCLA School of Law in 2019 and received an undergraduate degree in Urban Studies from University of California, Irvine in 2012. Ms. Budhwani is admitted to practice law in California. She is fluent in Urdu.

Jaime “Jimmy” Castañeda. Jaime Castañeda is an associate with Capstone Law. His practice focuses on prosecuting wage-and-hour class actions and Private Attorneys General Act (“PAGA”) representative actions on behalf of employees. Mr. Castañeda has experience representing both plaintiffs and defendants in employment law matters. Before joining Capstone, Mr. Castañeda was an associate at a California civil litigation firm where he represented employees in cases involving whistleblower retaliation, disability discrimination, racial discrimination, wrongful termination, and other forms of discrimination in the workplace. Mr. Castañeda graduated from Boston University School of Law in 2021. Prior to attending law school, Mr. Castañeda worked in the non-profit sector, providing free legal immigration services to the

undocumented community in Los Angeles County. He received his undergraduate degree from the University of California, Los Angeles, where he double majored in Political Science and History.

Richard J. Hogan. Richard J. Hogan is an associate with Capstone Law. Mr. Hogan represents employees and consumers in complex litigation, primarily wage-and-hour class actions and PAGA representative actions. Mr. Hogan focuses on matters proceeding to trial, arbitration, and mediation. Over the course of his career, Mr. Hogan has argued over 40 combined jury and bench trials in the criminal, family, and general civil law arenas. Prior to joining Capstone, Mr. Hogan advocated for clients in a wide range of cases including complex product liability, professional negligence, and homicide. Mr. Hogan graduated from University of California, Hastings College of the Law, where he was an editor on the Hastings Business Law Journal.

Jeffrey “Jeff” Jimenez. Jeffrey “Jeff” Jimenez is an associate with Capstone. His practice focuses on prosecuting wage-and-hour class actions and Private Attorneys General Act (“PAGA”) representative actions on behalf of employees. Before joining Capstone, Mr. Jimenez was an associate at a plaintiff’s law firm where he represented employees in class and PAGA actions, and Fair Employment Housing Act (“FEHA”) actions for discrimination, harassment, and retaliation claims. Mr. Jimenez graduated from Southwestern School of Law. He obtained his undergraduate degree from the University of California, Irvine, where he majored in History. Prior to transitioning to law, Mr. Jimenez worked as a special education teacher in southern California.

Ninel Kocharyan. Ninel Kocharyan is an associate with Capstone. Her practice focuses on evaluating and analyzing pre-litigation wage-and-hour claims, including claims for violation of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work violations. Ms. Kocharyan began her career in entertainment law reviewing, drafting, and negotiating contracts for talent and ensuring FTC compliance. She immigrated to the United States from Russia at the age of 15 with a passion to pursue a career in law. Ms. Kocharyan graduated from Thomas Jefferson School of Law in 2014 and received her undergraduate degree from University of California, Los Angeles where she majored in Political Science. Ms. Kocharyan is admitted to practice law in California.

Chase Laurent. Chase Laurent is an associate with Capstone Law. His practice focuses on evaluating and analyzing pre-litigation wage-and-hour claims, including claims for violation of overtime and minimum wage law, meal and rest period requirements, off-the-clock work violations, and unpaid business expenses. Previously, he litigated individual employment actions on behalf of plaintiffs, including discrimination, harassment, retaliation, wrongful termination, and wage-and-hour claims. Mr. Laurent graduated from University of San Francisco School of Law, where he served as the Technical Editor for the USF Law Review and twice competed on the USF Moot Court Competition Team. He earned his undergraduate degree at California Polytechnic State University, San Luis Obispo, where he majored in Psychology, with a double-minor in Child Development and Law & Society.

Alexander Lima. Alexander Lima is an associate with Capstone Law. His practice focuses on evaluating pre-litigation wage-and-hour claims, including potential violations of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work issues, as well as consumer protection claims. Previously, Mr. Lima was an associate at a California civil litigation practice representing individuals and entities in real estate disputes. Mr. Lima graduated from Santa Clara University, School of Law in 2018, where he served as an Executive Board Member of the Honors Moot Court and was selected as a regional finalist for the American Bar Association Negotiation Competition. He received his undergraduate degree from the University of California, Riverside in 2014.



Alexander Wallin. Alexander Wallin is an associate at Capstone Law. He is a passionate litigator who has successfully represented employees against corporate injustice. Mr. Wallin has recovered millions of dollars in numerous wage-and-hour class actions, PAGA actions, and individual discrimination lawsuits. He has a particular interest in representing economically disadvantaged employees who cannot afford legal representation on a retainer-fee basis. Mr. Wallin is a member of the Los Angeles County Bar Association's Employment Law Section and stays up-to-date with the rapidly evolving areas of wage-and-hour protections. He graduated from Loyola Law School in 2017 and is admitted to practice law in California, as well as before the United States District Court for Central and Northern Districts of California. He has been selected as a Southern California "Super Lawyers – Rising Star" in 2022 and 2023.

Exhibit 3

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{t-1/2}$ Years Out of Law School $i_{t-1/2}$ is calculated from June 1 of each year, when most law students graduate. $i_{t-1/2-3}$ includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{t-1/2-7}$ applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{t-1/2-3}$ from June 1, 1996 until May 31, 1999, would move into tier $i_{t-1/2-7}$ on June 1, 1999, and tier $i_{t-1/2-10}$ on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.