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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

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

Plaintiff,

v.

SHORT STORY, INC., a corporation; and DOES
1 through 10, inclusive,

Defendants.

Case No. CGC-23-609394

Assigned to: Hon. Jeffrey S. Ross, Dept. 613

Complaint Filed: September 29, 2023

Trial Date: Not set

CLASS & REPRESENTATIVE ACTION

**DECLARATION OF CONOR J.D.
GOMEZ IN SUPPORT OF PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: June 25, 2026

Time: 10:00 a.m.

Dept.: 613

1 I, Conor J.D. Gomez, declare as follows:

2 1. I am admitted and in good standing to practice as an attorney in the State of
3 California. I am an Attorney at Wilshire Law Firm, PLC (“WLF”) and counsel of record for
4 plaintiff Chandni Singh (Plaintiff” or “Class Representative). I, along with the above-captioned
5 attorneys of WLF (inclusively “Class Counsel”), have reviewed the case files for this matter as
6 routinely kept by WLF in the course of litigation. Based upon the information available to Class
7 Counsel through WLF’s record-keeping processes, I am competent to make this declaration (this
8 “Declaration”). This Declaration is submitted concurrently with and in support of Plaintiff’s
9 Motion for Final Approval of Class Action Settlement (the “Motion”)."

10 CASE BACKGROUND

11 2. This is a wage and hour class and Private Attorneys General Act (“PAGA”) (Lab.
12 Code §§ 2699, *et seq.*) representative action. Plaintiff and the putative class members are all
13 individuals employed by Defendant Short Story, Inc. (“Defendant” and together with Plaintiff, the
14 “Parties”) in the State of California in nonexempt positions from September 29, 2019, through
15 January 21, 2026 (the “Class Period”) (each a “Class Member(s)” collectively the “Class”).
16 Defendant is a “premier personal styling service” focusing on petite women.

17 3. Plaintiff alleges that Defendant’s payroll, timekeeping, and wage and hour practices
18 resulted in Labor Code violations. Plaintiff alleges that Defendant failed to pay for all hours
19 worked. Plaintiff further alleges that Defendant failed to: provide employees with legally
20 compliant meal and rest periods; and Defendant failed to reimburse business expenses. Based on
21 these allegations, Plaintiff asserts related claims for failure to pay wages during employment,
22 failure to pay all final wages at termination, failure to provide accurate wage statements, failure to
23 keep requisite payroll records, unfair business practices, and civil penalties under PAGA.

24 4. On September 29, 2023, Plaintiff filed a putative wage and hour class action
25 complaint against Defendant for: (1) failure to pay minimum and straight time wages (Labor Code
26 §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Labor Code §§ 1194 and
27 1198); (3) failure to provide meal periods (Labor Code §§ 226.7 and 512); (4) failure to
28 authorize and permit rest periods (Labor Code § 226.7); (5) failure to timely pay final wages at

1 termination (Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements
2 (Labor Code § 226); (7) failure to indemnify employees for expenditures (Cal. Labor Code §
3 2802); and (8) unfair business practices (Business and Professions Code §§ 17200, *et seq.*).
4 Plaintiff sent a notice to Defendant and the California Labor & Workforce Development Agency
5 (“LWDA”) alleging similar wage and hour violations pursuant to the PAGA on October 30, 2023.
6 On March 13, 2024, Plaintiff filed a First Amended Complaint against Defendant adding a claim
7 for civil penalties under PAGA (collectively the “Action” or “Operative Complaint”).

8 DISCOVERY, INVESTIGATION, AND SETTLEMENT

9 5. Following the filing of the Action, the Parties exchanged documents and
10 information before mediating this Action. Defendant produced a sample of time and pay records
11 for Class Members. Defendant also provided documents of its wage and hour policies and practices
12 during the class period, and information regarding the total number of current and former
13 employees in its informal discovery responses.

14 6. After reviewing documents regarding Defendant’s wage and hour policies and
15 practices and analyzing Defendant’s timekeeping and payroll records, Class Counsel was able to
16 evaluate the probability of class certification, success on the merits, and Defendant’s maximum
17 monetary exposure for all claims. Class Counsel also investigated the applicable law regarding
18 the claims and defenses asserted in the litigation. Class Counsel reviewed these records and
19 prepared a damage analysis prior to mediation. This extensive investigation and discovery allowed
20 Class Counsel to act intelligently and effectively in negotiating the Settlement.

21 SETTLEMENT NEGOTIATIONS

22 7. On April 9, 2025, the Parties participated in private mediation with experienced
23 class action mediator David Phillips. The mediation session was conducted via Zoom. The
24 settlement negotiations were at arm’s length, and although conducted in a professional manner,
25 were adversarial. The Parties went into the mediation willing to explore the potential for a
26 settlement of the Action, but each side was also prepared to litigate their position through trial and
27 appeal if a settlement had not been reached. After extensive negotiations and discussions regarding
28 the strengths and weaknesses of the Parties’ positions regarding the settlement terms, the Parties

1 reached a settlement for \$500,000.00 (the “Gross Settlement Amount”) on October 3, 2025, as
2 memorialized in the Class Action and PAGA Settlement Agreement and Class Notice (the
3 “Settlement” or “Settlement Agreement”). It was further revised per Court’s order on January 15,
4 2026. A true and correct copy of the Settlement Agreement is attached as **Exhibit 1**.

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

11 9. Following the execution of the Settlement Agreement, the Court granted Plaintiff’s
12 Motion for Preliminary Approval of Class Action Settlement on January 21, 2026. The deadline
13 for Class Members to opt out or object to the Settlement was April 24, 2026. The reaction of the
14 Class to the Settlement has been overwhelmingly positive. Indeed, as of the filing of the Motion,
15 no Class Member has opted out of the Settlement and no Class Member has objected to the
16 Settlement.

17 10. The Settlement obviates the significant risk that the Court may deny certification of
18 all or some of Plaintiff’s claims. While Plaintiff is confident in the merits of his claims, a legitimate
19 controversy exists as to each cause of action. Plaintiff also recognizes that proving the amount of
20 wages due to each Class Member would be an expensive, time-consuming, and an uncertain
21 proposition. Furthermore, even if Plaintiff obtained certification of all or some of the claims,
22 continued litigation would be expensive, involving a trial and possible appeals, substantially
23 delaying and reducing any recovery by the Class.

24 11. The proposed Settlement Agreement was provided to the LWDA in advance of
25 Plaintiff’s filing of the Motion for Preliminary Approval of Class Action Settlement. Attached as
26 **Exhibit 2** is a true and correct copy of proof of Plaintiff’s submission of the Settlement Agreement
27 to the LWDA.

28 **CLASS REPRESENTATIVE SERVICE PAYMENT IS REASONABLE**

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

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

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

22 15. In the final analysis, this Action would not have been possible without the aid of
23 Plaintiff, who put her own time and effort into this Action, sacrificed the value of her own
24 individual claims, and placed herself at risk for the sake of the Class Members. The requested
25 payment of up to \$10,000.00 to Plaintiff for her service as the Class Representative and in exchange
26 for her general release of his individual claims (the "Class Representative Service Payment"), is a
27 relatively small amount of money. Considering the time and effort put into the Action, and in
28

comparison to similar service awards granted in other class actions, the Class Representative Service Payment is reasonable.

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

16. The Settlement provides for an attorneys' fee payment in an amount up to one-third (1/3) of the Gross Settlement Amount for a maximum payment of \$166,666.67 (the "Class Counsel Fees Payment"), plus a payment for litigation expenses of up to \$30,000.00 (the "Class Counsel Litigation Expenses Payment").

17. The total current lodestar for WLF is not less than the following:

Person	Role	Hours	Rate	Lodestar
Tyler J. Woods	Senior Partner	28	\$1,200.00	\$33,600.00
Alan Wilcox	Senior Attorney	32.5	\$950.00	\$30,875.00
Conor Gomez	Settlement Attorney	7.2	\$575.00	\$4,140.00
Coley Hayes	Paralegal	4.6	\$200.00	\$920.00
Justin F. Marquez ¹	Senior Partner	5	\$1,000.00	\$5,000.00
Arsiné Grigoryan	Associate Attorney	10	\$800.00	\$8,000.00
Brooke Wilkinson Waldrop	Associate Attorney	45	\$550.00	\$24,750.00
Total:		132.3		\$107,285.00

18. WLF has spent approximately 132.3 hours, for a lodestar of \$107,285.00 litigating this Action to bring it to resolution, not including time which will be expended monitoring the administration of the Settlement and distribution of funds to the Class Members. Efforts expended by Class Counsel to achieve this result include, but are not limited to, the following:

- a. the investigation of the Action, including meeting with Plaintiff, reviewing Defendant's policies, and requesting and reviewing Plaintiff's time and pay records, personnel files, and exploring the corporate structure of Defendant;

¹ Justin F. Marquez, Arsine Grigoryan and Brooke Wilkinson Waldrop are no longer with Wilshire Law Firm, PLC. I have conservatively estimated at least 5 hours of work by Mr. Marquez, 10 hours of work by Arsine Grigoryan, and 45 hours of work by Brooke Wilkinson Waldrop on this matter, which includes, but is not limited to, assisting with/drafting the complaint, first amended complaint, informal discovery, formal written discovery, participating in several meetings regarding the case and case strategy and mediating the case.

- b. filing the Action;
 - c. attending hearings and meeting and conferring with Defendant regarding the Action;
 - d. meeting and conferring with Defendant regarding mediation, exchange of informal discovery beforehand, and negotiating with opposing counsel regarding the parameters thereof;
 - e. selecting mediator and mediation date;
 - f. working with opposing counsel and a third-party consultant for the receipt of a representative sampling and analyzing the same with the aid of the third-party consultant and Plaintiff to perform analyses of liability and exposure prior to attendance of each mediation in this Action;
 - g. reviewing policy documents from Defendant and researching applicable defenses;
 - h. preparation of a mediation brief and damages model for use at the mediation;
 - i. attendance at mediation by the Parties and Class Counsel;
 - j. communicating with Plaintiff who requested updates or other information regarding this Action;
 - k. engaging in settlement negotiations, followed by finalizing and fully executing the Settlement Agreement;
 - l. preparing and assisting in the drafting of the Motion for Preliminary Approval of Class Action Settlement and supporting documents;
 - m. communicating with Class Members who sought additional information regarding the Settlement, including answering questions regarding the Settlement;
 - n. communicating with the Administrator to ensure the Class Notice was properly distributed and engaging in extensive follow-up communications with the Administrator regarding Class Members who sought additional information about the Settlement; and
 - o. preparing the instant Motion and supporting documents.
19. There are additional hours devoted by Class Counsel to this Action that are not

1 reflected in the request for the Class Counsel Fees Payment.

2 20. We can provide additional billing records in the event the Court requests them but
3 would request the opportunity to redact attorney-client privileged information and any other
4 privileged information.

5 21. I believe that the Class Counsel Fees Payment and the Class Counsel Litigation
6 Expenses Payment are reasonable. WLF invested significant time and resources into the Action,
7 with payment deferred to the end of the case, and then, of course, contingent on the outcome.

8 22. It is further estimated that WLF will need to expend at least another 10 to 15 hours
9 to monitor the process leading up to payments made to the Class. WLF also bears the risk of taking
10 the necessary actions if Defendant fails to pay.

11 23. The risk to WLF has been significant, particularly if we would not be successful in
12 pursuing this Action. In that case, we would have been left with no compensation for all the time
13 taken in litigating this Action. The contingent risk in these types of cases is very real and they do
14 occur regularly. WLF was precluded from focusing on, or taking on, other cases which could have
15 resulted in a larger, and less risky, monetary gain.

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

25 25. As of the date of filing this Motion, WLF has incurred around \$28,195.23 in costs,
26 and Defendant has agreed that they will not oppose a Class Counsel Litigation Expenses Payment
27 request of up to \$30,000.00. Accordingly, Class Counsel respectfully requests reimbursements of
28 \$28,195.23 in expenses, which should be reimbursed in full. Attached as **Exhibit 3** is a true and

correct copy of our list of the costs and the categories of costs for the costs incurred in this Action to date by WLF.

CLASS COUNSEL’S EXPERIENCE AND QUALIFICATIONS

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

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

CLASS COUNSEL’S EXPERIENCE

Tyler Woods’s Qualifications

28. Tyler J. Woods graduated from the University of California, Davis in 1999 with a Bachelor of Arts degree in Communications with minors in Spanish and Psychology. He received by Juris Doctor from USC Gould School of Law in 2004.

29. Upon graduating from law school in 2004, Mr. Woods worked for international firm McDermott Will & Emery LLP practicing general litigation which included employment law matters. Since 2010, and exclusively since 2013, his practice has focused on labor and employment matters including handling wage and hour class, collective, and representative actions (including the California Private Attorneys general Act or “PAGA”), including at the law firms of McDermott Will & Emery LLP (where he was a partner), Pacific Trial Attorneys (where he was a partner), and labor and employment powerhouse Fisher Phillips (where he was a partner and head of Fisher Phillips Class Action Practice Group). At these law firms, he was the lead trial counsel or took a major leading role in defending employers on numerous wage and hour class, collective, and representative actions. Under his leadership as lead counsel during his tenure as defense counsel he successfully defeated class certification of a potential 10,000 plus class as lead counsel on behalf

1 of a nationwide quick service restaurant during his time as defense counsel and negotiated several
2 wage and hour class actions that were subsequently approved by the Courts.

3 30. In late March 2024, Mr. Woods left Fisher Phillips and joined WLF to represent
4 plaintiff employees. He has been and is handling many wage and hour class and representative
5 actions litigating such matters on behalf of plaintiff employees in numerous Superior Courts. From
6 matters representing both plaintiff and defendants, he has successfully mediated the resolution of
7 many wage and hour class, collective, and representative actions.

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

11 32. Mr. Woods has received numerous awards for his legal work. For example, from
12 2009-2011 and 2014, he was listed as a Rising Star in Los Angeles Super Lawyers (Thomas
13 Reuters). He has also served on numerous prominent boards and in other leadership positions,
14 including currently serving on the board of the Orange County Chapter of the California
15 Restaurants Association.

16 33. He has also presented monthly webinars on labor and employment issues to
17 hundreds of participants since 2022, including on wage and hour issues. For example, he presented
18 "10 Reasons Employers Get Sued (and How to Avoid These Mistakes" (while a partner with Fisher
19 Phillips) and "Key Insights for Hospitality Employers: Arbitration Agreements 101" (while a
20 partner with Fisher Phillips). The reasonableness of his hourly rates is also supported by several
21 surveys of legal rates, including the following:

- 22 a. The 2022 Real Rate Report survey compiled by Wolters Kluwer, which
23 presents the real market rates of Los Angeles area attorneys who practice
24 litigation. For that category, the third quartile 2022 rate was \$1,045 per hour
25 for partners and \$855 for associates. Likewise, page 32 of the Report describes
26 the rates charged by 183 Los Angeles partners with "21 or more years of
27 experience" and "Fewer than 21 years." For those categories, the third quartile
28 Los Angeles partner rate in 2022 were \$1,133 per hour for 21 or more years

and \$1,075 for attorneys with fewer than 21 years. A true and correct copy of portions of the 2022 Real Rate Report is attached hereto as **Exhibit 4**.

- b. In an article entitled “Big Law Rates Topping \$2,000 Leave Value ‘In Eye of Beholder,’” written by Roy Strom and published by Bloomberg Law on June 9, 2022, the author describes how Big Law firms have crossed the \$2,000-per hour rate. The article also notes that law firm rates have been increasing by just under 3% per year. A true and correct copy of this article is attached hereto as **Exhibit 5**.

Alan Wilcox’s Qualifications

34. Alan Wilcox obtained his Bachelor’s degree from the University of California, Berkeley in 2007. He graduated from Pepperdine University’s School of Law and became a member of the California State Bar in 2012.

35. Throughout Mr. Wilcox’s career up until his employment at WLF, he was essentially continuously employed as a civil litigation attorney at multiple law firms. He has represented clients in both state and federal Courts in a wide variety of matters, including contract disputes, wrongful foreclosure, unlawful detainer, divorce, product defect, tort, and employment.

36. From 2014 to the present, Mr. Wilcox has been exclusively practicing complex civil litigation representing plaintiff employees in employment matters. In that time, he has become an expert in the field. Mr. Wilcox has handled both individual wrongful discharge and collective wage and hour actions, with class action and PAGA matters including *Flores v. Aqua Terra Culinary, Inc.*, Monterey Superior Court Case No. 17CV002672, *Garcia v. Construction Innovations Group, LLC*, Sacramento Superior Court Case No. 34-2020-00285239, *Kim v. Sheraton Operating Corp.*, Central District of California Case No. 2:17-cv-09247-FMO-E, *Pease v. Wattrans, Inc.*, San Bernardino Superior Court Case No. CIVDS1919832, and *Lachman v. Berlitz Languages, Inc.*, Los Angeles Superior Court Case No. 19STCV01533, among others.

37. Mr. Wilcox used his programming skills to create complex systems for automatically performing in-depth analyses of employment records to identify wage and hour violations in both individual and collective action settings. He has tried several matters, including

multiple employment cases and multiple non-employment cases. His expertise has resulted in obtaining multiple millions of dollars for his clients. He strives to represent individuals struggling to enforce their rights and recover what is owed to them from employers who violate California law. At WLF, he is a Senior Attorney charged with taking resolved class action and PAGA matters and ensuring that they are carried through the approval and distribution process in an efficient manner and in compliance with Court orders.

38. Mr. Wilcox's current hourly billing rate is \$950.00 per hour. This hourly rate is reasonable and appropriate, given his background and experience. He is generally familiar with hourly rates charged by attorneys in both Southern and Northern California whose training and experience are similar, and believes this rate is competitive in both markets for attorneys.

39. Indeed, a commonly used metric for determining reasonable attorney fee rates based upon years of experience, the Laffey Matrix (<http://www.laffeymatrix.com/see.html>), indicates that it would be reasonable for Mr. Wilcox to charge approximately \$948.00 per hour. Prior to taking on a Senior Attorney role at WLF, for multiple years his hourly billing rate stagnated at \$650.00 per hour, following Judge Upinder S. Kalra granting the plaintiff's post-trial motion for attorneys' fees and approving hours and rate billed in the matter of *Parker v. Innovative Speech Therapy and Communications Servs., Inc.*, Los Angeles Superior Court Case No. 19STCV36310, and when Judge Kory Mathewson approved Mr. Wilcox's fee rate for a default judgment in *Segura v. Beyond Staffing Solutions, Inc.*, San Bernardino Superior Court Case No. CIVDS1908672. While working for WLF, Mr. Wilcox has been repeatedly approved as class counsel and his hourly billing rate has been approved for many class and PAGA action settlements.

Conor J.D. Gomez's Qualifications

40. Conor J.D. Gomez is an Attorney at WLF. Mr. Gomez is responsible for finalizing resolved class action and PAGA matters, ensuring that they are carried through the approval and distribution process in an efficient manner and in compliance with court orders. He graduated from the University of California, Los Angeles School of Law in May 2020. Mr. Gomez passed the California Bar Examination on his first attempt and was admitted to practice in May 2021. He is admitted to practice law in the State of California and before the Northern District of

California. Mr. Gomez also serves as an adjunct professor at the Thomas Jefferson School of Law in San Diego, California, and he acts as a Bar Exam Preparation mentor to law students throughout San Diego. He graduated from the University of California, San Diego in 2017 with a Bachelor of Arts in Sociology, concentrating in Law & Society. During law school, Mr. Gomez obtained credentials in course design, teaching innovation and technology, and business administration from the University of California, Irvine. He was awarded the Masin Family Foundation Gold Award in recognition of his academic performance in law school. Mr. Gomez began his legal career representing both for-profit and non-profit/tax-exempt organizations. He draws on that experience to achieve strong results for his clients, having represented businesses and understanding their perspectives. He has practiced plaintiff-side employment litigation for several years and has a strong record of securing settlements in individual wage-and-hour and FEHA matters, with results regularly reaching the six-figure range. Throughout his career, Mr. Gomez has worked with multiple firms, taking on increasing responsibility and mentoring dozens of new attorneys in employment law fundamentals and litigation strategies to achieve efficient and favorable outcomes. He transitioned into his current role at WLF to capitalize on his strengths in settlement negotiations, workflow optimization, and drafting clear and concise agreements and motions, with the goal of achieving maximal results for larger classes of workers. Mr. Gomez has served on the board of directors for local arts organizations and regularly hosts workshops throughout Southern California. He has guest lectured at the University of California, Irvine on various legal topics. He is also a certified mediator and serves on the California Lawyers for the Arts mediation panel, where he volunteers his time to mediate a wide range of disputes, including artistic business and ownership matters as well as employment disputes. Mr. Gomez has been appointed as class counsel in wage-and-hour matters throughout California, including most recently in *Taylor v. Taylor Creative Inc., et al.*, 23CV012371, Motion for Final Approval Granted on May 4, 2026; *Martinez v. Inland Staffing Inc. et al.*, CIVSB2428153, Motion for Preliminary Approval Granted April 24, 2026; *Alvarado v. Northstar Chemical, Inc., et al.*, CV-23-001538, Motion for Final Approval Granted April 9, 2026; *Julius v. Amdal Transport Services, Inc.*, VCU309520, Motion for Final Approval Granted April 7, 2026; *Begley v. Genewiz, LLC*, 37-2022-

00038762-CU-OE-CTL, Motion for Final Approval Granted April 3, 2026; *Canady v. Sheffield Platers, Inc.*, 37-2024-00014952-CU-OE-CTL, Motion for Preliminary Approval Granted March 4, 2026; *Molina v. CCN Framing, Inc.*, 22STCV10819, Motion for Preliminary Approval Granted on March 4, 2026; and *Lucero v. Nissho of California, Inc.*, Case No. 37-2021-00001528-CU-OE-CTL, consolidated with Case No. 37-2022-00012006-CU-OE-CTL, Motion for Final Approval granted on February 20, 2026.

James Yoo's Qualifications

41. James Yoo is a Senior Attorney at WLF. He graduated from the University of California, Los Angeles with a Bachelor of Arts in Philosophy and earned his Juris Doctor degree from UCLA School of Law. He was admitted to practice law in the State of California in 2016. Before joining Wilshire Law Firm, he served as head of the Wage and Hour Department at Warmuth Law, where he gained extensive experience managing wage and hour matters and negotiating settlements on behalf of employees. As a Senior Attorney at WLF, he leads and manages multiple complex wage and hour class and representative actions under the California Private Attorneys General Act ("PAGA"). He is currently overseeing more than one hundred active class action and PAGA representative matters pending in courts throughout the State of California.

Heriberto Ponce's Qualifications

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

Ruby Carrera's Qualifications

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

Justin F. Marquez's Qualifications

44. Justin F. Marquez is a former Senior Partner at WLF who was actively involved in the litigation and resolution of this Action from its inception through December 2024. He graduated from University of California, Los Angeles's College Honors Program in 2004 with Bachelor of Arts degrees in History and Japanese, magna cum laude and Phi Beta Kappa. He graduated from Notre Dame Law School with a Juris Doctorate. He was admitted to the State Bar of California in February 2019. His practice focused primarily on advocating for the rights of consumers and employees in class action litigation and appellate litigation. He received numerous awards for his legal work: from 2017 to 2020, Super Lawyers selected him as a "Southern California Rising Star," and from 2022 to 2025, he was selected as a "Southern California Super Lawyer"; he was selected as one of the "Best Lawyers in America" from 2023 to 2025; and in 2024, he, along with his colleagues at WLF, received a CLAY (California Lawyer Attorneys of the Year) award for their work on a false advertising case against Apple which ultimately led to a \$25 million settlement. He also was selected to speak at multiple CELA conferences throughout his career – in 2019, he spoke on the topic of manageability of class actions at CELA's 2019 Advanced Wage & Hour Seminar, and in 2024, he spoke on the topic of dealings with multiple cases against the same defendant at CELA's 2024 Advanced Wage & Hour Seminar. He served as lead or co-lead in negotiating class action settlements worth over \$10 million in gross recovery

1 to class members for each year since 2020, including over \$37.5 million in 2022 and over \$75
2 million in 2023.

3 Arsiné Grigoryan's Qualifications

4 45. Arsiné Grigoryan was Associate Attorney at WLF who was actively involved in the
5 litigation and resolution of this matter from its inception through December 2024. She earned two
6 Bachelor of Arts degrees from the University of California, Berkeley in (1) Political Science with
7 an emphasis on international relations and (2) Media Studies. She obtained her Juris Doctor degree
8 from Southwestern Law School. She is presently admitted to practice in all state courts of
9 California (admitted in 2017) and before all federal district courts in California. The focus of her
10 practice at WLF was on class action wage-and-hour law, including Private Attorneys General Act
11 of 2004 ("PAGA") matters. Prior to joining WLF, she worked at a law firm specializing in wage-
12 and-hour class action cases. She handled more than a dozen active class action matters currently
13 pending and prosecuting multiple PAGA collective action matters in various courts throughout the
14 State of California.

15 Brooke Wilkinson Waldrop's Qualifications

16 46. Brooke Wilkinson Waldrop was an Associate Attorney at WLF. She received her
17 Juris Doctorate from the University of Utah S.J. Quinney College of Law and was admitted to the
18 California State Bar in April 2017. During law school, Brooke explored various areas of law with
19 internships at the Disability Law Center, Victims Rights Clinic, and the International Rights
20 Advocates (Washington, D.C.). During her tenure at WLF, she handed dozens of wage and hour
21 class action matters in various courts throughout the State of California. Prior to joining WLF, she
22 worked at various law firms specializing in wage-and-hour class action cases.

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

25 Executed on May 18, 2026, in San Diego, California.

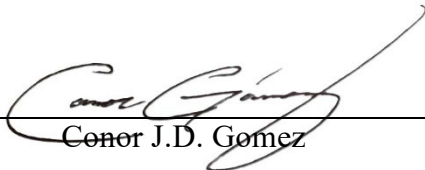
26
27 
28 _____
Conor J.D. Gomez

Exhibit 1

WILSHIRE LAW FIRM

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

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

Plaintiff,

v.

SHORT STORY, INC., a corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No. CGC-23-609394

Assigned to: Hon. Jeffrey S. Ross, Dept. 613

Complaint filed: September 29, 2023

FAC Filed: March 13, 2024

Trial Date: Not set.

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between Plaintiff Chandni Singh (“Plaintiff”), individually and on behalf of the State of California
3 and the Affected Employees (defined below) and Class Members (defined below), on one hand,
4 and Defendant Short Story, Inc. (“Defendant”), on the other hand. The Agreement refers to
5 Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

6 **1. DEFINITIONS.**

7 1.1 “Action” means the Plaintiff’s lawsuit alleging class action and PAGA wage and hour
8 violations against Defendant captioned *Chandni Singh v. Short Story, Inc.*, San Francisco County
9 Superior Court Case No. CGC-23-609394, filed on September 29, 2023.

10 1.2 “Administrator” means APEX Class Action Administration, the neutral entity the Parties
11 have agreed to appoint to administer the Settlement.

12 1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross
13 Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
14 Administrator’s “not to exceed” the bid submitted to the Court in connection with Preliminary
15 Approval of the Settlement.

16 1.4 “Affected Employee” means all individuals employed by Defendant in the State of
17 California in a non-exempt position during the PAGA Period.

18 1.5 “Class” means all individuals employed by Defendant in the State of California in non-
19 exempt positions during the Class Period.

20 1.6 “Class Counsel” means Tyler J. Woods, James Yoo, Heriberto Ponce, Ruby Carrera, and
21 Alan Wilcox of Wilshire Law Firm, PLC.

22 1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
23 Counsel and paid from the Gross Settlement Amount. Defendant will not oppose Plaintiff’s
24 application to the Court for approval from the Court of up to one-third (1/3) of the GSA (currently
25 estimated to total \$166,666.67) as attorneys’ fees.

26 1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class
27 Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, in
28 an amount not to exceed \$30,000.00, to be paid from the Gross Settlement Amount.

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

1.10 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Affected Employee).

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

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

1.13 “Class Period” or “Class Settlement Period” means the period from September 29, 2019, through the earlier of: (a) the date the Court grants preliminary approval of this Settlement; or (b) the date on which the Total Workweeks (defined below) reaches 14,865.

1.14 “Class Representative” means the named Plaintiff in the Action.

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

1.16 “Court” means the Superior Court of California, County of San Francisco.

1.17 “Defendant” means named Defendant Short Story, Inc.

1.18 “Defense Counsel” means Troy A. Valdez, Tom Lin, and Vani Parti of DLA Piper LLP.

1.19 “Effective Date” means the date by which both the Court has entered a Judgment on an order granting final approval of this Settlement and that Judgment is final, with the Judgment being final as of the latest of the following occurrences: (a) if no participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more participating Class

Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. Defendant will not be obligated to fund this Settlement and pay the related employer-side taxes, until and unless there is no possibility of any appeal that could potentially prevent the Final Approval Order and Judgment from becoming binding.

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

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

1.22 “Gross Settlement Amount” or “GSA” means \$500,000.00, the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, the Administrator’s Costs, and the PAGA Payment.

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

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

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

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

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

1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the

Administration Costs Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

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

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

1.32 “PAGA Notice” means Plaintiff’s October 30, 2023, letter (LWDA-CM-990769-23) to the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.33 “PAGA Pay Period” means any pay period during which an Affected Employee worked at least one day for Defendant in non-exempt position in California during the PAGA Period according to Defendant’s business records.

1.34 “PAGA Payment” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$50,000.00), allocated 25% to the Affected Employees (\$12,500.00) and 75% to LWDA (\$37,500.00) in settlement of PAGA claims.

1.35 “PAGA Period” means the period from January 8, 2023, through the earlier of: (a) the date the Court grants preliminary approval of the Settlement; or (b) the date on which the Class Period ends.

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

1.37 “Plaintiff” means Chandni Singh, the named plaintiff in the Action.

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

1.39 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of the PAGA Settlement, attached as Exhibit B.

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

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

5.3 below.

1.42 “Released Parties” means Defendant and its current and former parents, subsidiaries, and/or its or their present and former officers, partners, directors, managers, supervisors, employees, attorneys, agents, shareholders, and/or successors, assigns, and trustees.

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

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

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

1.46 “Total Workweeks” means the total number of Workweeks during which any Class Member worked at least one day in a non-exempt position in California during the Class Period according to Defendant’s business records.

1.47 “Workweek” means any workweek in which a Class Member worked at least one day in a non-exempt position in California during the Class Period according to Defendant’s business records.

2. **RECITALS.**

2.1 On September 29, 2023, Plaintiff filed the Class Action alleging Defendant (1) failed to pay minimum and straight time wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to timely pay final wages at termination; (6) failed to provide accurate itemized wage statements; (7) failed to indemnify employees for expenditures; and (8) violated California’s Unfair Competition Law, California Business and Professions Code section 17200, *et seq.* On October 30, 2023, pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely notice to the LWDA and Defendant that

1 Plaintiff intended to proceed with a representative action under PAGA through the PAGA Notice.
2 On March 13, 2024, Plaintiff filed a first amended complaint which added allegations relating to
3 and a cause of action for penalties pursuant to Labor Code section 2699, *et seq.*

4 2.2 Defendant denies the allegations in the Action, denies any failure to comply with the
5 laws identified in the Action, and denies any and all liability for the causes of action alleged in
6 the Action.

7 2.3 On April 9, 2025, the Parties participated in an all-day mediation presided over by
8 mediator David Phillips ("Mediator"). With the help of the Mediator, the Parties were able to
9 reach an agreement on general settlement terms at mediation and executed a Memorandum of
10 Understanding thereafter.

11 2.4 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
12 of, and applicable law to, the Action. Prior to mediation, Plaintiff obtained and analyzed a
13 representative sampling of time and payroll data for Class Members and the necessary policy
14 documents through informal discovery to properly evaluate the strengths and weakness of the
15 claims and engage in meaningful settlement discussions. Plaintiff's investigation was sufficient
16 to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48
17 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-
18 130 (2008) ("*Dunk/Kullar*").

19 2.5 The Court has not granted class certification because the Parties engaged in mediation
20 before any class certification.

21 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
22 other pending matter or action asserting claims that will be extinguished or affected by the
23 Settlement.

24 3. **MONETARY TERMS.**

25 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
26 Defendant will pay \$500,000.00 and no more as the Gross Settlement Amount. The Gross
27 Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the
28 wage portions of the Individual Class Payments, which Defendant will pay separately. Defendant

has no obligation to pay the Gross Settlement Amount or any payroll taxes prior to the deadline stated in Paragraph 4.3 of this Agreement.

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

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

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the GSA, which is currently estimated to be \$166,666.67, and a Class Counsel Litigation Expenses Payment for actual costs of not more than \$30,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees and Litigation Expenses Payment no later than 16 (sixteen) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment

using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

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

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

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

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

3.2.5 To the LWDA and Affected Employees: PAGA Payment in the amount of \$50,000.00 to be paid from the Gross Settlement Amount, with 75% (\$37,500.00) allocated to the

LWDA PAGA Payment and 25% (\$12,500.00) allocated to the Individual PAGA Payments.

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

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

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Class Workweeks. Based on a review of its records as of mediation, Defendant estimates there are 288 Class Members who collectively will have worked a total of approximately 13,514 Workweeks during the Class Period.

4.2 Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify the Administrator and/or Class Counsel if it discovers that the Class Data is incomplete, inaccurate, or omitted Class Member identifying information, and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. Because Class Members' sensitive personal information is included in the Class Data, the Administrator shall perform its obligations

under the terms and conditions set forth in the Information Security and Services Agreement, attached hereto as Exhibit C.

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

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

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

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address

1 Search. The Administrator need not take further steps to deliver checks to Class Members whose
2 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
3 replacement check to any Class Member whose original check was lost or misplaced, requested
4 by the Class Member prior to the Void Date.

5 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
6 Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the
7 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
8 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
9 California Code of Civil Procedure Section 384, subd. (b).

10 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
11 not obligate Defendant to confer any additional benefits or make any additional payments to Class
12 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

13 5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross
14 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual
15 Class Payments, Plaintiff, Class Members, and Affected Employees will release claims against
16 all Released Parties as follows:

17 5.1 **Plaintiff's Release.** Plaintiff agrees to completely and generally release any and all
18 claims, rights, demands, and liabilities of every nature and description, known and unknown,
19 suspected or unsuspected, including but not limited to those raised in the Action, including the
20 initial and First Amended Complaint, and those arising from or related to Plaintiff's employment
21 with Defendant, that Plaintiff may have against the Released Parties, that arose on or before the
22 date on which Plaintiff signs this Settlement agreement, and shall be subject to a waiver of
23 California Civil Code section 1542. Plaintiff agrees and understands that Defendant and Plaintiff
24 have had a bona fide dispute regarding, inter alia, wages owed. Nothing in this provision or in
25 this Agreement is intended to interfere with Plaintiff's ability to be a member of any future class
26 and/or collective action so long as any such action does not assert the claims released in and
27 through the settlement of the Action. Plaintiff's Release does not extend to any claims or actions
28 to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability

benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Plaintiff also hereby waives her right to opt-out of or object to the Settlement.

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

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

5.2 Released Class Claims: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Class Complaint that are alleged to have occurred during the Class Period. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on events occurring outside the Class Period (the "Released Class Claims").

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

Code sections 201-203, 204, 226, 226.7, 1194, 1194.2, 1197, 1198, and 2802, and the applicable Industrial Welfare Commission Wage Orders (the “Released PAGA Claims”).

6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”). Plaintiff will provide a draft of the Motion for Preliminary approval to Defense Counsel no later than 3 days prior to the filing deadline, or as otherwise agreed to by the Parties’ counsel.

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

6.2 **Responsibilities of Counsel**. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval. The Court has provided a hearing date of November 21, 2025 for the Motion for Preliminary Approval, so Class Counsel will be striving to file the Motion for Preliminary Approval by October 3, 2025, or as otherwise ordered by the Court, and deliver the Court’s Preliminary Approval Order to the Administrator.

6.3 **Duty to Cooperate**. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person

or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

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

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

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

7.4 Notice to Class Members.

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

7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail,

1 the Class Notice with Spanish translation substantially in the form attached to this Agreement as
2 Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any
3 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and
4 the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before
5 mailing Class Notices, the Administrator shall update Class Member addresses using the National
6 Change of Address database.

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

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

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

27 7.5 Requests for Exclusion (Opt-Outs).

28 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement

1 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
2 later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for
3 Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class
4 Member or his/her representative that reasonably communicates the Class Member's election to
5 be excluded from the Settlement and includes the Class Member's name, address and email
6 address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed,
7 or postmarked by the Response Deadline.

8 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
9 to contain all the information specified in the Class Notice. The Administrator shall accept any
10 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
11 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
12 determination shall be final and not appealable or otherwise susceptible to challenge. If the
13 Administrator has reason to question the authenticity of a Request for Exclusion, the
14 Administrator may demand additional proof of the Class Member's identity. The Administrator's
15 determination of authenticity shall be final and not appealable or otherwise susceptible to
16 challenge.

17 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
18 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
19 bound by all terms and conditions of the Settlement, including the Participating Class Members'
20 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
21 Class Member actually receives the Class Notice or objects to the Settlement.

22 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
23 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
24 right to object to the class action components of the Settlement. Because future PAGA claims are
25 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
26 are Affected Employees are deemed to release the Released PAGA Claims identified in Paragraph
27 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

28 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days

after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

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

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

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

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

7.8.1 Website, Email Address and Toll-Free Number. No later than twenty-one (21)

1 calendar days after receipt of the Class Data from Defendant, the Administrator shall establish ,
2 maintain and use an internet website to post information of interest to Class Members including
3 the date, time and location for the Final Approval Hearing and copies of the Settlement
4 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;
5 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
6 Expenses Payment and Enhancement Award; the Final Approval Order; and the Judgment. The
7 Administrator will also maintain and monitor an email address and a toll-free telephone number
8 to receive Class Member calls, faxes and emails.

9 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
10 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
11 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
12 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
13 and other identifying information of Class Members who have timely submitted valid Requests
14 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class
15 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
16 Exclusion from Settlement submitted (whether valid or invalid).

17 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
18 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
19 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
20 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods
21 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA
22 Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment
23 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
24 objections received.

25 7.8.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the
26 authority to address and make final decisions consistent with the terms of this Agreement on all
27 Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The
28 Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

1 7.8.5 Administrator's Declaration. Not later than 14 days before the date by which
2 Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator
3 will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
4 Court attesting to its due diligence and compliance with all of its obligations under this
5 Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned
6 as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
7 number of Requests for Exclusion from Settlement it received (both valid or invalid), the number
8 of written objections and attach the Exclusion List. The Administrator will supplement its
9 declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
10 for filing the Administrator's declaration(s) in Court.

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

19 8. **DEFENDANT'S RIGHT TO WITHDRAW**. If the valid Requests for Exclusion identified
20 in the Exclusion List represent more than an aggregate total of 10% of Class Members (i.e. more
21 than 29 opt-outs), Defendant may, but is not obligated, to elect to withdraw from the Settlement.
22 The Parties agree that, if Defendant withdraws, the Settlement shall be *void ab initio*, have no
23 force or effect whatsoever, and that neither Party will have any further obligation to perform under
24 this Agreement; provided, however, Defendant will remain responsible for paying all Settlement
25 Administration Costs incurred to that point. Defendant must notify Class Counsel and the Court
26 of its election to withdraw not later than five (5) business days after the Administrator sends the
27 final Exclusion List to Defense Counsel; late elections will have no effect.

28 9. **MOTION FOR FINAL APPROVAL**. Not later than 16 (sixteen) court days before the

calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval Order; and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than three days prior to filing the Motion for Final Approval, or as otherwise agreed to by the Parties’ counsel. Class Counsel and Defense Counsel will expeditiously meet and confer in person, by telephone, or by email, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

9.3 Continuing Jurisdiction of the Court. The Parties agree that, pursuant to Code of Civil Procedure section 664.6, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective

counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

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

11. **ADDITIONAL PROVISIONS.**

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint has merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class

1 certification and representative treatment is for purposes of this Settlement only. If, for any
2 reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant
3 reserves the right to contest certification of any class for any reason, Defendant reserves all
4 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
5 certification on any grounds available and to contest Defendant's defenses. The Settlement, this
6 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
7 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
8 Settlement and this Agreement).

9 11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
10 Defense Counsel separately agree that, until the Motion for Preliminary Approval of the
11 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause
12 or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement
13 directly or indirectly, specifically or generally, to any person, corporation, association,
14 government agency, or in any way, including by way of press releases, initiating contact with the
15 press, responding to any press inquiries, or communicating with the press. Plaintiff and Class
16 Counsel also agree not to reference this Settlement in any communication, including on social
17 media, in any advertisement, or on any website. The Parties and their counsel shall keep this
18 Settlement and its terms confidential, to the extent possible, except as necessary to obtain approval
19 of and to implement the Settlement, or as otherwise required by law, including (1) to the Parties'
20 attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
21 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to
22 appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to
23 an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to
24 immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking
25 such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not
26 to, directly or indirectly, initiate any conversation or other communication, before the filing of
27 the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters
28 giving rise to this Agreement except to respond only that "the matter was resolved," or words to

1 that effect. This paragraph does not restrict Class Counsel's communications with Class Members
2 in accordance with Class Counsel's ethical obligations owed to Class Members. This provision
3 shall in no way prevent Class Counsel from listing the case name, number, and a brief description
4 of the claims in future filings, such as to support their qualifications as class counsel in other
5 matters, nor will it restrict Class Counsel's right to disclose publicly available information.

6 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and
7 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
8 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
9 to communicate with Class Members in accordance with Defense Counsel's and Class Counsel's
10 ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

11 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
12 together with its attached exhibits shall constitute the entire agreement between the Parties
13 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
14 inducements made to or by any Party.

15 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
16 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
17 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
18 its terms, and to execute any other documents reasonably required to effectuate the terms of this
19 Agreement including any amendments to this Agreement.

20 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
21 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
22 Settlement Agreement, submitting supplemental evidence and supplementing points and
23 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
24 or content of any document necessary to implement the Settlement, or on any modification of the
25 Agreement that may become necessary to implement the Settlement, the Parties will seek the
26 assistance of a mediator and/or the Court for resolution.

27 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not
28 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or

encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

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

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

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

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

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

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

11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant, except Class Data relating to Plaintiff, unless,

prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

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

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

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

To Plaintiff:

WILSHIRE LAW FIRM

Tyler J. Woods, Esq. (SBN 232464)

tyler.woods@wilshirelawfirm.com

James Yoo, Esq. (SBN 310680)

james.yoo@wilshirelawfirm.com

Heriberto Ponce, Esq. (SBN 339713)

eddie.ponce@wilshirelawfirm.com

Ruby Carrera, Esq. (SBN 343745)

ruby.carrera@wilshirelawfirm.com

Alan Wilcox (SBN 287476)

alan.wilcox@wilshirelawfirm.com

660 S. Figueroa Street, Sky Lobby

Los Angeles, California 90017

Telephone: (213) 381-9988

Facsimile: (213) 381-9989

To Defendant:

Troy A. Valdez (SBN 191478)

troy.valdez@us.dlapiper.com

Tom Lin (SBN 319911)

tom.lin@us.dlapiper.com

Vani Parti (SBN 308468)

Vani.parti@us.dlapiper.com

DLA PIPER LLP

555 Mission Street, Suite 2400
San Francisco, CA 94105-0922
Telephone: (415) 836-2500
Facsimile: (415) 836-2501

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

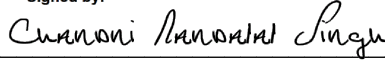
11.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to Code of Civil Procedure section 583.330, the date to bring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

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

IT IS SO AGREED.

By the Parties:

DATED: 1/13/2026

Signed by:

A09C92E2DA3047A...
Plaintiff Chandni Singh

\\

\\

1 DATED: 1/15/2026 | 16:26 PST
2

3 Short Story, Inc.

4 Signed by:
By: 
5 56AD86D101BC43C...
Sam Hoffstaetter

6 Title: Cofounder & Chief Technology Officer
7

8 **APPROVED AS TO FORM:**

9 DATED: _____
10

Wilshire Law Firm, PLC

11 _____
12 Tyler J. Woods, Esq.
13 James Yoo, Esq.
14 Heriberto Ponce, Esq.
15 Ruby Carrera, Esq.
16 Alan Wilcox, Esq.
17 Attorneys for Plaintiff

18 DATED: January 12, 2026
19

DLA Piper LLP (US)

20 
21 _____
22 Troy A. Valdez, Esq.
23 Tom Lin, Esq.
24 Vani Parti, Esq.
25 Attorneys for Defendant
26
27
28

1 DATED: _____

2 Short Story, Inc.

3
4 By: _____

5 Title: _____

6
7 **APPROVED AS TO FORM:**

8
9 DATED: January 12, 2026

Wilshire Law Firm, PLC

10 

11 Tyler J. Woods, Esq.

James Yoo, Esq.

Heriberto Ponce, Esq.

Ruby Carrera, Esq.

Alan Wilcox, Esq.

Attorneys for Plaintiff

14
15 DATED: _____

DLA Piper LLP (US)

16
17 Troy A. Valdez, Esq.

Tom Lin, Esq.

Vani Parti, Esq.

Attorneys for Defendant

Exhibit 2

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-990769-23
Plaintiff for PAGA Case: Chandni Singh
Filer/Attorney for PAGA Case: Justin Marquez
Law Firm for PAGA Plaintiff: Wilshire Law Firm, PLC
Employer: Short Story, Inc.
Date Case Received:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: San Francisco County Superior Court
PAGA Court Case Number: CGC-23-609394
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Additional Document Submitted with Proposed Settlement on 10/06/2025 10:28:08 AM by Alan Wilcox	1. Short Story (Singh) - MPA.pdf	10/06/2025 10:28 AM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 10/06/2025 10:28:08 AM by Alan Wilcox	5. Short Story (Singh) POS.pdf	10/06/2025 10:28 AM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 10/06/2025 10:28:08 AM by Alan Wilcox	3. Short Story (Singh) - MPA Plaintiff Decl.pdf	10/06/2025 10:28 AM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 10/06/2025 10:28:08 AM by Alan Wilcox	2. Short Story (Singh) - MPA Woods DEC.pdf	10/06/2025 10:28 AM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 12/01/2025 10:53:52 AM by Alan Wilcox	2025 11-26 Short Story (Singh) - Declaration of Alan Wilcox re MPA w. Exhibits.pdf	12/01/2025 10:54 AM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 12/01/2025 10:53:52 AM by Alan Wilcox	2025 11-26 Short Story (Singh) POS.pdf	12/01/2025 10:54 AM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 12/01/2025 10:53:52 AM by Alan Wilcox	2025 11-21 Short Story, Inc. (Singh) - Declaration of Sean Hartranft TPA.pdf	12/01/2025 10:54 AM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 12/01/2025 10:53:52 AM by Alan Wilcox	2025 11-26 Short Story (Singh) - Joint Supplemental Brief in Support of MPA (FINAL).pdf	12/01/2025 10:54 AM	Proposed Settlement
Additional PAGA Document Submitted on 12/11/2025 01:15:38 PM by Alan	2025 12-11 Short Story (Singh) POS.pdf	12/11/2025 01:15 PM	Other PAGA Document

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Attachment Name	Description	Date Submitted	Type
Additional PAGA Document Submitted on 01/16/2026 10:58:37 AM by Alan	2026 01-16 Short Story (Singh) - Declaration of Alan Wilcox re MPA w. Exhibits.pdf	01/16/2026 10:58 AM	Other PAGA Document
Additional PAGA Document Submitted on 12/11/2025 01:15:38 PM by Alan	2025 12-10 Short Story (Singh) - Second Joint Supplemental Brief in Support of MPA.pdf	12/11/2025 01:15 PM	Other PAGA Document
Court Complaint Submitted on 03/14/2024 04:50:39 PM by Justin Marquez	2024 03-13 FAC (CONFORMED).pdf	03/14/2024 04:51 PM	Court Complaint
Court Order/Judgment submitted on 01/21/2026 02:53:05 PM by Alan Wilcox	2026 01-21 Short Story (Singh) Order Granting MPA.pdf	01/21/2026 02:53 PM	Court Order/Judgment
PAGA Notice Submitted on 10/30/2023 05:12:38 PM by Justin Marquez	2023 10-30 Short Story - PAGA Letter (FINAL).pdf	10/30/2023 05:12 PM	PAGA Notice
Proposed Settlement Submitted on 10/03/2025 04:32:45 PM by Tyler Woods	2025.10.03 Short Story (Singh) - Settlement Agreement - FINAL.pdf	10/03/2025 04:32 PM	Proposed Settlement
Proposed Settlement Submitted on 10/06/2025 10:28:08 AM by Alan Wilcox	4. Short Story (Singh) - Proposed Order.pdf	10/06/2025 10:28 AM	Proposed Settlement
Proposed Settlement Submitted on 12/01/2025 10:53:52 AM by Alan Wilcox	2025 11-26 Short Story (Singh) - Rev. Proposed Order.pdf	12/01/2025 10:53 AM	Proposed Settlement

Exhibit 3

Wilshire Law Firm, PLC
Transaction Detail by Account
All Transactions

4/28/2026

Accrual Basis

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Description</u>	<u>Amount</u>	<u>Balance</u>
COS						
Mediation Fees						
	10/10/2024	PR43497	Mediation Fees - Signature Resolution, LLC	50% Mediation Fee	\$10,495.00	\$10,495.00
Total MEDIATION FEES					\$10,495.00	\$10,495.00
Consultant Fees						
	09/13/2024	INV116681-01-01	USA Express Legal & Investig...	Asset Stage 1 & 2	\$2,210.00	\$2,210.00
	4/16/2025	14855	Consultant Fees - Berger Consulting Group, LLC	19.80 hours of work	\$10,890.00	\$13,100.00
Total CONSULTANT FEES					\$13,100.00	\$13,100.00
Filing Fees						
	10/04/2023	21318734	Filing Fee - One Legal LLC	Complaint	\$1,490.66	\$1,490.66
	10/30/2023	66912	Service Fee - Valpro Attorney Services, LLC	Serve: Short Story, Inc. S&C	\$141.00	\$1,631.66
	11/01/2023		Filing Fee - Department of Industrial Relati...	ORD	\$75.00	\$1,706.66
	11/03/2023	66961	Filing Fee - Valpro Attorney Services, LLC	File POS	\$45.00	\$1,751.66
	11/22/2023	67949	Service Fee - Valpro Attorney Services, LLC	Deliver CC to Dept 304	\$135.00	\$1,886.66
	12/02/2023	21682439	Filing Fee - One Legal LLC	App for Apprvl	\$75.10	\$1,961.76
	01/17/2024	21915153	Filing Fee - One Legal LLC	Notice-Atty Svc for Court Filing	\$14.36	\$1,976.12
	02/12/2024	202401100250501	Service Fee - File & ServeXpress	Order granting comp...	\$40.00	\$2,016.12
	02/28/2024	72411	Service Fee - Valpro Attorney Services, LLC	Deliver CC to Dept 613	\$135.00	\$2,151.12
	03/05/2024	22370105	Filing Fee - One Legal LLC	Stip&Ord-Atty Svc for Court Filing-	\$15.39	\$2,166.51
	03/05/2024	22377184	Filing Fee - One Legal LLC	Notice-Atty Svc for Court Filing	\$169.82	\$2,336.33
	03/05/2024	202402100250501	File & ServeXpress	Joint Initial Case Ma...	\$50.60	\$2,386.93
	03/06/2024	72735	Service Fee - Valpro Attorney Services, LLC	Deliver CC.	\$135.00	\$2,521.93
	03/06/2024		Service Fee - CourtCall	CourtCall	\$72.00	\$2,593.93
	03/07/2024	72826	Service Fee - Valpro Attorney Services, LLC	Deliver CC	\$194.00	\$2,787.93
	03/20/2024	73154	Service Fee - Valpro Attorney Services, LLC	Deliver CC	\$143.00	\$2,930.93
	04/03/2024	202403100250501	Service Fee - File & ServeXpress	First Amended Class...	\$66.00	\$2,996.93
	05/01/2024	202504100250501	Service Fee - File & ServeXpress	Joint Case Mgmt	\$59.46	\$3,056.39
	05/01/2024	202504100250501	Service Fee - File & ServeXpress	Joint Case Mgmt	\$44.51	\$3,100.90
	07/21/2024	23362949	Filing Fee - One Legal LLC	Atty Svc for Court Filing-Notice	\$20.33	\$3,121.23
	08/01/2024	202407100250501	Service Fee - File & ServeXpress	Joint Stip	\$64.75	\$3,185.98
	11/06/2024	83880	Service Fee - Valpro Attorney Services, LLC	Deliver CC	\$135.00	\$3,320.98
	11/08/2024	24104466	Filing Fee - One Legal LLC	Atty Svc for Court Filing-Notice	\$20.39	\$3,341.37
	12/02/2024	202411100250501	Service Fee - File & ServeXpress	Joint Stip to Continue	\$49.10	\$3,390.47
	06/02/2025	202505100250501	Service Fee - File & ServeXpress	Joint Case Conf.	\$59.46	\$3,449.93
	7/9/2025	25761327	Filing Fee - One Legal LLC	CMS	\$21.42	\$3,471.35
	9/24/2025	26191499	Filing Fee - One Legal LLC	CMS	\$21.42	\$3,492.77
	10/6/2025	26457163	Filing Fee - One Legal LLC	Declaration	\$139.39	\$3,632.16
	10/7/2025	26457164	Filing Fee - One Legal LLC	Declar,POS	\$84.41	\$3,716.57
	10/30/2025	26258472	Filing Fee - One Legal LLC	Change of Address	\$21.42	\$3,737.99
	12/1/2025	26886237	Filing Fee - One Legal LLC	Declar,Order,POS	\$21.42	\$3,759.41
	12/1/2025	VAL13868	Service Fee - Valpro Attorney Services LLC	Deliver Two Courtesy Copies (In Color)	\$285.00	\$4,044.41
	12/11/2025	26981393	Filing Fee - One Legal LLC	Brief,POS	\$21.42	\$4,065.83

	1/16/2026	27233490	Filing Fee - One Legal LLC	Atty Svc for Court Filing-Declaration	\$22.51	\$4,088.34
	1/16/2026	VAL15369	Service Fee - Valpro Attorney Services LLC	Deliver Two Courtesy Copies (In Color)	\$210.00	\$4,298.34
	FUTURE		Filing and Service Fees - One Legal LLC	MFA (w/ Courtesy Copies) and Admin Dec	\$300.00	\$4,598.34
Total FILING FEES					\$4,598.34	\$4,598.34
Other Costs						
	6/30/2023	E-3150816	DocuSign Envelope		\$1.89	\$1.89
Total OTHER COSTS					\$1.89	\$1.89
TOTAL					\$28,195.23	\$28,195.23

Exhibit 4



ELM Solutions

2022 Real Rate Report[®]

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

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Report Use Considerations

2022 Real Rate Report

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

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

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

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

Some key factors¹ that drive rates²:

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

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

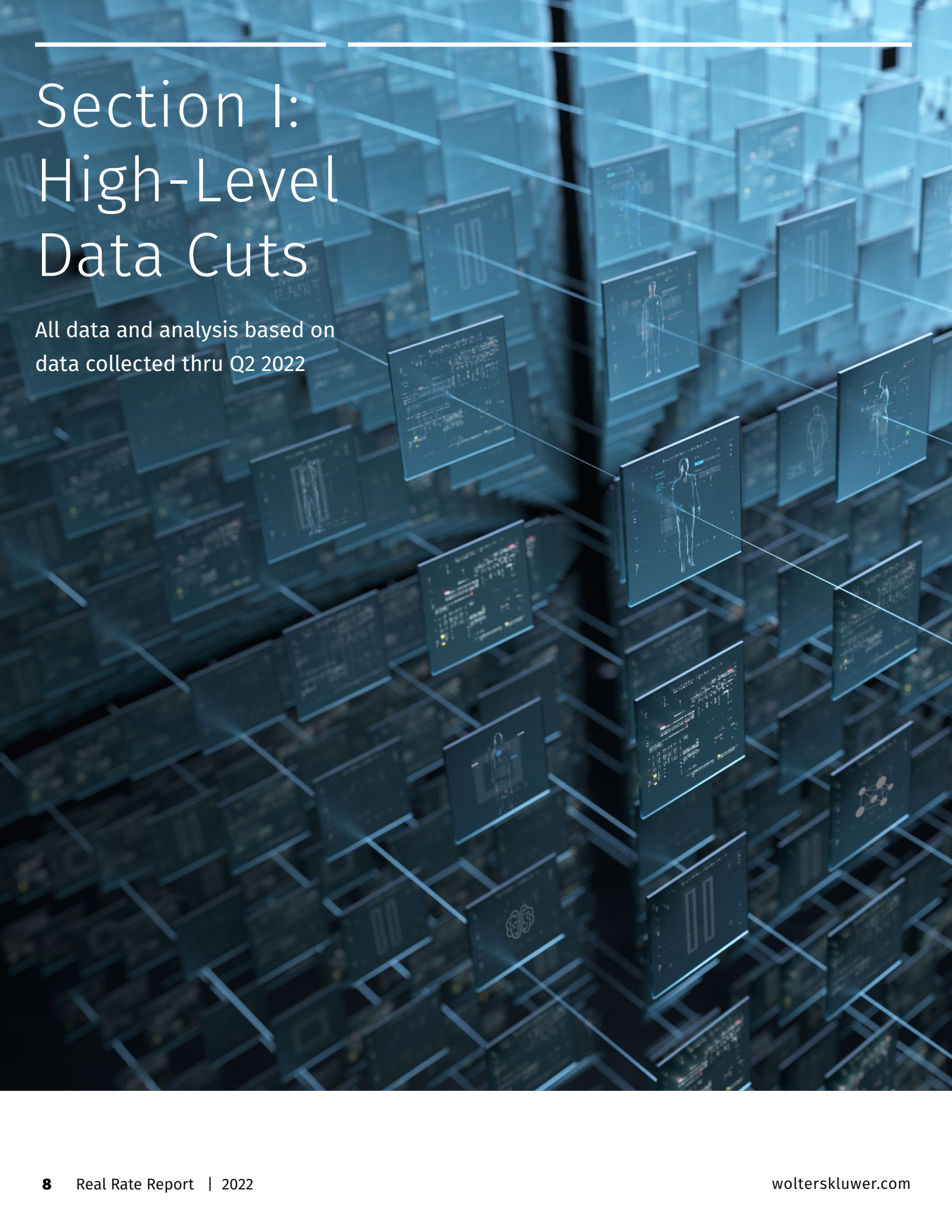
Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural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

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

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

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

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



Section I: High-Level Data Cuts

All data and analysis based on
data collected thru Q2 2022

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Associate

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Partner

Trend Analysis - Mean

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



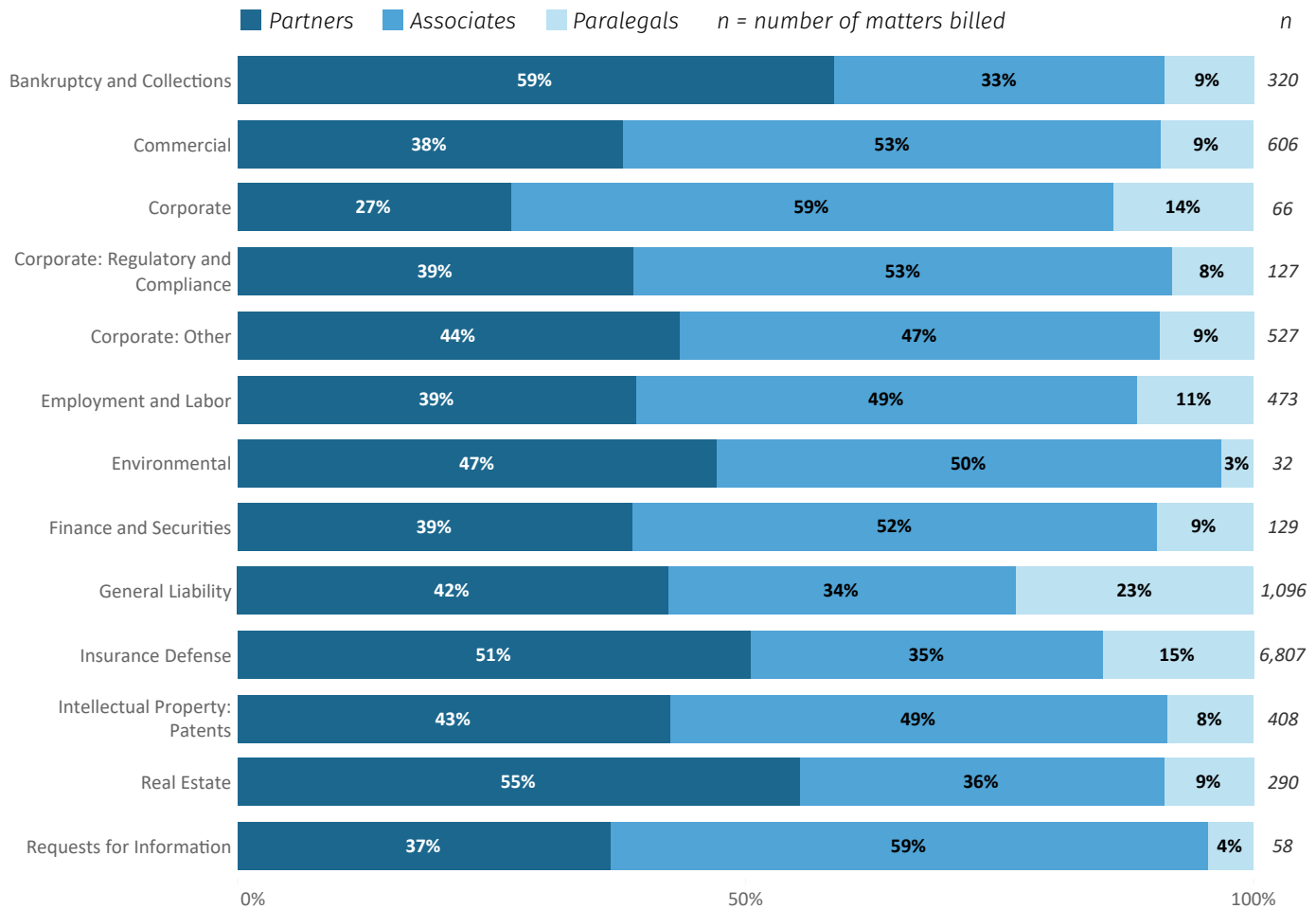
Section VI: Matter Staffing Analysis

All data and analysis based on
data collected thru Q2 2022

Section VI: Matter Staffing Analysis

Long Litigation Matters, More Than 100 Total Hours Billed

2019 to 2022 -- Percentage of Hours Billed per Matter



Section VII: Data Methodology

All data and analysis based on
data collected thru Q2 2022

Appendix: Data Methodology

Invoice Information

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

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

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

Non-Invoice Information

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

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

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

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

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

Appendix: Data Methodology

A Note on US Cities

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

Appendix: Data Methodology

Bankruptcy and Collections

Chapter 11
Collections

General/Other
Workouts and Restructuring

Commercial (Commercial Transactions and Agreements)

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

Corporate¹

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

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

Employment and Labor

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

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

Environmental

General/Other
Health and Safety

Superfund
Waste/Remediation

Finance and Securities

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

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

General Liability

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

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

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

Exhibit 5

Free Newsletter Sign Up

Business & Practice

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

By Roy Strom

Column

June 9, 2022, 2:30 AM

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

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

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

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

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

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

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

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

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

Charge It Up

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

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

Source: Court documents

Bloomberg Law

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Worth Your Time

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

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

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



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

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Documents

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