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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

CLASS & PAGA ACTION

[Assigned to Hon. Jeffery S. Ross, Dept. 606]

**DECLARATION OF TYLER J. WOODS
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: November 21, 2025

Time: 9:30 a.m.

Dept: 606

Complaint filed: September 29, 2023

FAC Filed: March 13, 2024

Trial Date: Not set.

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I, Tyler J. Woods, declare as follows:

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

CASE BACKGROUND

2. This is a wage and hour class and Private Attorneys General Act (“PAGA”) (Cal. Lab. Code §§ 2699, *et seq.*) representative action. Plaintiff and the putative class members worked in California in a non-exempt position California for Defendant Short Story, Inc. (“Defendant,” and together with Plaintiff, the “Parties”) during the class period. Defendant is a “premier personal styling service” focusing on petite women.

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

4. 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,

1 pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely notice to the LWDA and
2 Defendant that Plaintiff intended to proceed with a representative action under PAGA through
3 the PAGA Notice. On March 13, 2024, Plaintiff filed a first amended complaint which added
4 allegations relating to and a cause of action for penalties pursuant to Labor Code section 2699,
5 *et seq.*

6 DISCOVERY, INVESTIGATION, AND SETTLEMENT

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

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

19 SETTLEMENT NEGOTIATIONS

20 7. On April 9, 2025, the Parties participated in private mediation with experienced
21 class action mediator David Phillips. With the help of the Mediator, the Parties were able to reach
22 an agreement on general settlement terms at mediation and executed a Memorandum of
23 Understanding thereafter.

24 8. After extensive negotiations and discussions regarding the strengths and
25 weaknesses of Plaintiff's claims and Defendant's defenses, the Parties reached a settlement, the
26 material terms of which are encompassed within the Settlement Agreement. Attached as Exhibit
27 1 is a true and correct copy of the Class Action and PAGA Settlement Agreement and Class Notice
28 (the "Settlement" or "Settlement Agreement").

1 9. Class Counsel submitted the proposed Settlement to the LWDA before filing the
2 Motion for Preliminary Approval. A true and correct copy of the bid is attached hereto as **Exhibit**
3 **2.**

4 10. Wilshire Law Firm, PLC requested several bids from experienced class action
5 settlement administrators to handle the responsibilities of the Settlement Administrator under this
6 Settlement. The Parties accepted the bid of APEX Class Action Administration (“APEX”). APEX
7 has multiple years of experience in the field of Class Action Administration, particularly in the
8 wage and hour arena. In its bid, Apex agreed to cap its costs at \$7,400.00 for 288 class members.
9 APEX’ bid accounts for Notice in English and Spanish. A true and correct copy of the bid is
10 attached hereto as **Exhibit 3.**

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

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

16 13. Wilshire Law Firm, PLC has no fee-splitting agreement with any other counsel in
17 this case.

18 **THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE**

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

25 15. Based on an analysis of the facts and legal contentions in this case, documents and
26 information from Defendant, Wilshire Law Firm, PLC evaluated Defendant’s maximum exposure.
27 We took into account the risk of not having the claims certified and the risk of not prevailing at
28 trial, even if the claims are certified. After using the data Defendant provided, including class

1 member timekeeping and payroll records, as well as class member demographics (i.e., the number
2 of class members, workweeks, and average total compensation of the class), with the assistance of
3 a statistics expert, my team created a damages model to evaluate the realistic range of potential
4 recovery for the class. The damages model is based on the following benchmarks:

5 Total Class Members: 288

6 Terminated Class Members during 3-year statute of limitations period: 172

7 Total Workweeks: 14,865

8 PAGA Pay Periods: 3,267

9 PAGA Eligible Employees: 245

10 Avg. Hourly Rate: \$18.36

11 16. Based on Plaintiff's discovery and investigation, Class Counsel reached the
12 conclusion that Defendant had a policy and practice of: requiring its employees to work "off-the-
13 clock" prior to clocking in for the workday, during meal periods, and after clocking out for the
14 workday, time which it did not pay for; not providing its employees with California compliant
15 meal and rest periods, which it did not pay appropriate premiums for; and failing to reimburse its
16 employees for business-related expenses. Defendant denies these claims.

17 17. Plaintiff alleges that Defendant failed to pay for all hours worked, including
18 minimum, straight time, and overtime wages, by requiring class members to work off-the-clock,
19 unpaid. For purposes of calculating Defendant's liability based on a best-case scenario for Plaintiff
20 and the Class, we estimate that Defendant's maximum potential exposure by assuming that all
21 unpaid work time should have been paid at the overtime rate, not minimum or straight time wages
22 and we assumed that Defendant is liable for 3 hours of unpaid worktime per workweek. This results
23 in an estimate of \$409,382.10 (14,865 workweeks * \$18.36 hourly rate * 1.5 overtime rate * 1
24 hours of unpaid work per workweek), but we discounted this figure by 80% to account for the
25 difficulty of prevailing on a motion for class certification and a trial on the merits because liability
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1 depends on whether Defendant knew or should have known that class members were working off-
2 the-clock, yielding a realistic damage estimate of \$81,876.42 .¹

3 18. With respect to the meal period claim, Plaintiff alleges that Defendant required their
4 and similarly situated class members to either work in lieu of taking meal periods, or their meal
5 periods were untimely or interrupted. Our expert analyzed Defendant's timekeeping records and
6 opined that approximately 48.8% of all meal breaks had violations of short, missed, or no meal
7 periods (accounting for waivable shifts and meal period premiums paid). Potential liability for the
8 meal period claim is \$785,795.29 (14,865 workweeks * 5.9 average shifts per workweek * \$18.36
9 * 48.8%). We discounted this figure by 80% to account for the difficulty of certifying and proving
10 meal period claims, as well as Defendant's contention that the claim lacks merit, particularly in
11 light of its numerous meal period premium payments, yielding a realistic damage estimate of
12 \$157,159.06.

13 19. With respect to the rest period claim, Plaintiff alleges that Defendant required them
14 and similarly situated class members to work in lieu of taking rest periods, or their rest periods
15 were interrupted. Assuming a 91.4% violation rate for the class period based on Plaintiff's and
16 other class members' experience working for Defendant, Defendant's potential liability for the rest
17 period claim is \$1,471,755.94 (14,865 workweeks * 5.9 average shifts per workweek * \$18.36 *
18 91.4%); however, we discounted this figure by 90% to account for the difficulty of certifying and
19 proving rest period claims, particularly because rest periods do not have to be recorded, and to
20 account for the possibility of class members voluntarily choosing to forego a rest period, yielding
21 a realistic damage estimate of \$147,175.59.

22 20. Plaintiff also allege that Defendant failed to reimburse necessary business expenses.
23 Defendant's employees (including Plaintiff) were frequently required to use their personal cell
24 phones to communicate with their supervisors and managers about work-related duties and were
25 additionally required to purchase their own basic supplies. For purposes of calculating Defendant's
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27 ¹ An 80% discount for risk at certification and trial is reasonable because the Judicial Council of California
28 found that only 21.4% of all class actions were certified either as part of a settlement *or* as part of a contested
certification motion. *See* Findings of the Study of California Class Action Litigation, 2000-2006, available at <http://www.courts.ca.gov/documents/class-action-lit-study.pdf>.

1 liability based on a best-case scenario for Plaintiff and the Class, we estimated that Defendant was
2 liable to each class member for \$25.00 per month, or \$12.50 per workweek, in unreimbursed
3 expenses, for a total amount of \$185,812.50 ($\$12.50 * 14,865$); however, we discounted this figure
4 by 80% to account for the difficulty of certifying and proving expense reimbursement claims,
5 particularly in light of written policies and practices providing a mechanism for class member's to
6 seek reimbursement, yielding a realistic damage estimate of \$37,162.50

7 21. In sum, we estimated that Plaintiff's maximum recovery for the off-the-clock claim,
8 sick pay claim, meal period violations, rest period violations, and failure to reimburse expenses is
9 \$2,852,745.84, but, after factoring in the risk and uncertainty of prevailing at certification and trial,
10 we estimate that Plaintiff's realistic estimated recovery for the non-penalty claims is \$423,373.57

11 22. With respect to Plaintiff's derivative claims for statutory and civil penalties,
12 Plaintiff estimated that Defendant's realistic potential liability is \$2,852,745.84. While
13 Defendant's maximum potential liability for: waiting time penalties is \$558,951.84 based on
14 approximately 172 terminated class members during the 3-year statute of limitations period (172
15 $* \$18.36 * 5.9 \text{ hours} * 30 \text{ days}$); inaccurate wage statements is \$338,950.00 based on
16 approximately 245 class members who worked approximately 3,267 pay periods within the 1-year
17 statute of limitations period ($\$50 * 245 + \$100 * 3,267$); and PAGA violations is \$326,700.00
18 based on the Court assessing a \$100 penalty for initial violations for all 3,267 pay periods within
19 the 1-year statute of limitations period, we believe that it would be unrealistic to expect the Court
20 to award the full \$326,700.00 in penalties given Defendant's defenses, the contested nature of
21 Plaintiff's claims, and the discretionary nature of penalties. Considering that the underlying claims
22 are realistically estimated to be \$1,224,601.84, such a disproportionate award would also raise due
23 process concerns. Weighing these factors and applying a discount of 90% to account for the risk
24 and uncertainty of prevailing at trial and the Court's discretionary ability to lower penalties, we
25 arrived at \$122,460.18 for statutory and civil penalties.

26 23. Using these estimated figures, Plaintiff predicted that the realistic maximum
27 recovery for all claims, including penalties, would be \$4,077,347.68 This means that the
28 \$500,000.00 settlement figure represents approximately 91.6% of the realistic maximum recovery

1 (\$500,000.00 / \$545,833.76 = 91.6%). Considering the risk and uncertainty of prevailing at class
2 certification and at trial, this is an excellent result for the Class.² Indeed, because of the proposed
3 Settlement, class members will receive timely, guaranteed relief and will avoid the risk of an
4 unfavorable judgment.

5 24. While Plaintiff is confident in the merits of their claims, a legitimate controversy
6 exists as to each cause of action. Plaintiff also recognizes that proving the amount of wages due to
7 each Class Member would be an expensive, time-consuming, and uncertain proposition.

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

16 26. The Net Settlement Amount available for Class Member settlement payments is
17 estimated to be \$235,933.33, for a class of 288 persons.³ As a result, each Settlement Class
18 Member is eligible to receive an average net benefit of approximately \$819.21.

19 27. The proposed Settlement of \$500,000.00, therefore, represents a substantial
20 recovery when compared to Plaintiff's reasonably forecasted recovery. When considering the risks
21 of litigation, the uncertainties involved in achieving class certification, the burdens of proof
22 necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that the
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24 ² See, e.g., *Wise v. Ulta Salon, Cosmetics & Fragrance, Inc.* (E.D. Cal. Aug. 21, 2019) 2019 WL 3943859 at
25 *8 (granting preliminary approval where the proposed allocation to settle class claims was between 9.53 percent of
26 Plaintiffs' maximum recovery); *Bravo v. Gale Triangle, Inc.* (C.D. Cal. Feb 16, 2017) 2017 WL 708766 at * 10
27 (finding that "a settlement for fourteen percent recovery of Plaintiffs' maximum recovery is reasonable"); *In re*
28 *Omnivision Techs., Inc.* (N.D. Cal. 2008) 559 F.Supp.2d 1036, 1042 (approving settlement amount that "is just over
9% of the maximum potential recovery asserted by either party.").

³ The Net Settlement Amount is: \$500,000.00 minus \$166,666.67 for Class Counsel's attorneys' fees, minus
\$30,000.00 for Class Counsel's litigation expenses, minus \$7,400.00 in administration costs, minus \$50,000.00 for
the PAGA payment, and minus \$10,000.00 for the class representative service awards to named Plaintiff.

1 settlement amount of \$500,000.00 is within the “ballpark” of reasonableness, and preliminary
2 settlement approval is appropriate.

3 ENHANCEMENT AWARDS FOR PLAINTIFF IS REASONABLE

4 28. Class Counsel represents that Plaintiff devoted a great deal of time and work
5 assisting counsel in the case, communicated with counsel very frequently for litigation and to
6 prepare for mediation, and were frequently in contact with Class Counsel during the mediation.
7 Plaintiff’s requested enhancement awards are reasonable particularly in light of the substantial
8 benefits Plaintiff generated for all class members.

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

19 30. At the same time, Plaintiff faced many risks in adding themselves as the class
20 representatives in this matter. Plaintiff faced actual risks with their future employment, as putting
21 themselves on public record in an employment lawsuit could also very well affect their likelihood for
22 future employment. Furthermore, as part of this settlement, Plaintiff is executing general release
23 of all claims against Defendant.

24 31. In turn, class members will now have the opportunity to participate in a settlement,
25 reimbursing them for alleged wage violations they may have never known about on their own or
26 been willing to pursue on their own. If these class members would have each tried to pursue their
27 legal remedies on their own, that would have resulted in each having to expend a significant amount
28 of their own monetary resources and time, which were obviated by Plaintiff putting themselves on

1 the line on behalf of these other class members.

2 32. In the final analysis, this class action would not have been possible without the aid
3 of Plaintiff, who put their own time and effort into this litigation, sacrificed the value of their own
4 individual claims, and placed themselves at risk for the sake of the class members. The requested
5 enhancement awards for Plaintiff for their service as the class representative and for their general
6 releases of all individual claims is a relatively small amount of money when the time and effort
7 put into the litigation are considered and in comparison to enhancements granted in other class
8 actions. The requested incentive awards are therefore reasonable to compensate Plaintiff for their
9 active participation in this lawsuit.

10 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

11 33. The settlement provides for attorneys' fees and costs to Class Counsel in an amount
12 up to one-third (1/3) of the Gross Settlement Amount, for a maximum fees award of \$166,666.67,
13 plus reasonable litigation expenses of up to \$30,000.00.

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

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

21 36. The risk to my office has been very significant, particularly if we would not be
22 successful in pursuing this class action. In that case, we would have been left with no compensation
23 for all the time taken in litigating this case. Indeed, Wilshire Law Firm, PLC has taken on a number
24 of class action cases that have resulted in thousands of attorney hours being expended and
25 ultimately having certification denied or the defendant company going bankrupt. The contingent
26 risk in these types of cases is very real and they do occur regularly. Furthermore, we were precluded
27 from focusing on, or taking on, other cases which could have resulted in a larger, and less risky,
28 monetary gain.

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

10 PLAINTIFF'S COUNSEL'S EXPERIENCE AND QUALIFICATIONS

11 38. Plaintiff is represented by Wilshire Law Firm, PLC. The attorneys at WLF
12 performed significant work and expended litigation costs in prosecuting this matter with no
13 guarantee of payment.

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

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

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

26 42. Upon graduating from law school in 2004, I worked for international firm
27 McDermott Will & Emery LLP practicing general litigation which included employment law
28 matters. Since 2010, and exclusively since 2013, my practice has focused on labor and

1 employment matters including handling wage and hour class, collective, and representative actions
2 (including the California Private Attorneys general Act or “PAGA”), including at the law firms of
3 McDermott Will & Emery LLP (where I was a partner), Pacific Trial Attorneys (where I was a
4 partner), and labor and employment powerhouse Fisher Phillips (where I was a partner and head
5 of Fisher Phillips Class Action Practice Group). During my time at these law firms, I was the lead
6 trial counsel or took a major leading role in defending employers on numerous wage and hour
7 class, collective, and representative actions. Under my leadership as lead counsel during my tenure
8 as defense counsel I successfully defeated class certification of a potential 10,000 plus class as lead
9 counsel on behalf of a nationwide quick service restaurant during my time as defense counsel and
10 negotiated several wage and hour class actions that were subsequently approved by the Courts.

11 43. In late March 2024, I left Fisher Phillips and joined my current firm, WLF, to
12 represent plaintiff employees. I have been and am handling many wage and hour class and
13 representative actions litigating such matters on behalf of plaintiff employees in numerous Superior
14 Courts. From matters representing both plaintiff and defendants, I have successfully mediated the
15 resolution of many wage and hour class, collective, and representative actions.

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

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

23 46. I have also presented monthly webinars on labor and employment issues to hundreds
24 of participants since 2022, including on wage and hour issues. For example, I presented “10
25 Reasons Employers Get Sued (and How to Avoid These Mistakes” (while a partner with Fisher
26 Phillips) and “Key Insights for Hospitality Employers: Arbitration Agreements 101” (while a
27 partner with Fisher Phillips).

1 47. My current contingent billing rate of \$1,200 per hour is consistent with my actual
2 billing rate for my practice area, experience, legal market, and accepted hourly rate. The
3 reasonableness of my firm's hourly rates is also supported by several surveys of legal rates,
4 including the following:

5 48. The 2022 Real Rate Report survey compiled by Wolters Kluwer, which presents the
6 real market rates of Los Angeles area attorneys who practice litigation. For that category, the third
7 quartile 2022 rate was \$1,045 per hour for partners and \$855 for associates. Likewise, page 32 of
8 the Report describes the rates charged by 183 Los Angeles partners with "21 or more years of
9 experience" and "Fewer than 21 years." For those categories, the third quartile Los Angeles partner
10 rate in 2022 were \$1,133 per hour for 21 or more years and \$1,075 for attorneys with fewer than
11 21 years. A true and correct copy of portions of the 2022 Real Rate Report is attached hereto as
12 **Exhibit 4.**

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

18 50. Alan Wilcox is a Senior Attorney at Wilshire Law Firm, PLC. He graduated from
19 the University of California, Berkeley in 2007, and graduated from Pepperdine University's School
20 of Law and became a member of the California State Bar in 2012. Throughout his career, Alan has
21 represented clients in both state and federal Courts in a wide variety of matters, including contract
22 disputes, wrongful foreclosure, unlawful detainer, divorce, product defect, tort, and employment
23 matters. From 2014 to the present, he has exclusively practiced complex civil litigation
24 representing plaintiff employees in employment matters. He has handled both individual wrongful
25 discharge and collective wage and hour actions, with the class action and PAGA matters including
26 Flores v. Aqua Terra Culinary, Inc., Monterey Superior Court Case No. 17CV002672, Garcia v.
27 Construction Innovations Group, LLC, Sacramento Superior Court Case No. 34-2020-00285239,
28 Kim v. Sheraton Operating Corp., Central District of California Case No. 2:17-cv-09247-FMO-E,

1 Pease v. Wattrans, Inc., San Bernardino Superior Court Case No. CIVDS1919832, and Lachman
2 v. Berlitz Languages, Inc., Los Angeles Superior Court Case No. 19STCV01533, among others.

3 51. Justin F. Marquez is a former Senior Partner at Wilshire Law Firm who was actively
4 involved in the litigation and resolution of this matter from its inception through December 2024.⁴
5 He graduated from University of California, Los Angeles's College Honors Program in 2004 with
6 Bachelor of Arts degrees in History and Japanese, *magna cum laude* and *Phi Beta Kappa*. His
7 practice focused primarily on advocating for the rights of consumers and employees in class action
8 litigation and appellate litigation. He received numerous awards for his legal work: from 2017 to
9 2020, Super Lawyers selected him as a "Southern California Rising Star," and from 2022 to 2025,
10 he was selected as a "Southern California Super Lawyer"; he was selected as one of the "Best
11 Lawyers in America" from 2023 to 2025; and in 2024, he, along with his colleagues at Wilshire
12 Law Firm, received a CLAY (California Lawyer Attorneys of the Year) award for their work on a
13 false advertising case against Apple which ultimately led to a \$25 million settlement. He also was
14 selected to speak at multiple CELA conferences throughout his career – in 2019, he spoke on the
15 topic of manageability of class actions at CELA's 2019 Advanced Wage & Hour Seminar, and in
16 2024, he spoke on the topic of dealings with multiple cases against the same defendant at CELA's
17 2024 Advanced Wage & Hour Seminar. He served as lead or co-lead in negotiating class action
18 settlements worth over \$10 million in gross recovery to class members for each year since 2020,
19 including over \$37.5 million in 2022 and over \$75 million in 2023.

20 52. Arsiné Grigoryan is a former Associate Attorney at my office. She earned two
21 Bachelor of Arts degrees from the University of California, Berkeley in (1) Political Science with
22 an emphasis on international relations and (2) Media Studies. She obtained her Juris Doctor degree
23 from Southwestern Law School. She is presently admitted to practice in all state courts of
24 California (admitted in 2017) and before all federal district courts in California. The focus of her
25 practice at Wilshire Law Firm was class action wage-and-hour law, including Private Attorneys
26 _____

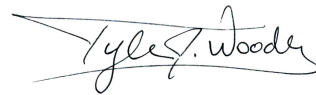
27 ⁴ Justin F. Marquez, Peter Horton, Molly Ann DeSario and Arsiné Grigoryan are no longer employed by Wilshire
28 Law Firm and the hours they worked on this matter have been estimated based on the work and pleadings they
contributed to this matter.

1 General Act of 2004 (“PAGA”) matters. Prior to joining Wilshire Law Firm, PLC, she worked at
2 a law firm specializing in wage-and-hour class action cases. She is also handling more than a dozen
3 active class action matters currently pending and prosecuting multiple PAGA collective action
4 matters in various courts throughout the State of California.

5 53. Brooke Wilkinson Waldrop is a former Associate Attorney at my office. University
6 of Utah S.J. Quinney College of Law. The focus of her practice at Wilshire Law Firm was class
7 action wage-and-hour law, including Private Attorneys General Act of 2004 (“PAGA”) matters.
8 Prior to joining Wilshire Law Firm, Brooke was a Senior Associate at Payton Employment Law
9 and also held positions at Schneider Wallace Cottrell Konecky Wotkyns, Daniel T. Ho &
10 Associates, P.C., Capstone Law APC

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

13 Executed on October 3, 2025, in Los Angeles, California.

14 

15
16 Tyler J. Woods

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. 606

Complaint filed: September 29, 2023

FAC Filed: March 13, 2024

Trial Date: Not set.

**CLASS ACTION AND PAGA
 SETTLEMENT AGREEMENT**

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

1. **DEFINITIONS.**

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

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

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

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

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

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

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

1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, in 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 April 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

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

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

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

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

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

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

3. **MONETARY TERMS.**

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant will pay \$500,000.00 and no more as the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the 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

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

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

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

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

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

benefits, social security benefits, or workers' compensation benefits that arose at any time. 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 will release and discharge the Released Parties from any and all claims, rights, demands, and liabilities of every nature and description, whether known or unknown, suspected or unsuspected, arising under federal, state, or local law, that were asserted or that could have reasonably been asserted based on the facts alleged in the Action, including the initial and the First Amended Complaint, that arose during the Class Period (the "Released Class Claims").

5.3 Released PAGA Claims: All Affected Employees, including Non-Participating Class Members who are Affected Employees, and the State of California will release and discharge the Released Parties from any and all claims, rights, demands, and liabilities of every nature and description, whether known or unknown, for PAGA civil penalties that were asserted or that could have reasonably been asserted based on the facts alleged in the Action, including the initial and the First Amended Complaint and the PAGA Notice, that arose during the PAGA Period, including, but not limited to, claims for civil 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").

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

5 6.1 **Plaintiff’s Responsibilities**. Plaintiff will prepare and deliver to Defense Counsel all
6 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
7 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
8 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
9 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and
10 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
11 Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any
12 actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed
13 declaration from Class Counsel firm attesting to its competency to represent the Class Members;
14 its timely transmission to the LWDA of this Agreement (Labor Code section 2699, subd. (l)(2));
15 and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or
16 the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not
17 aware of any other pending matter or action asserting claims that will be extinguished or adversely
18 affected by the Settlement.

19 6.2 **Responsibilities of Counsel**. Class Counsel and Defense Counsel are jointly responsible
20 for expeditiously finalizing the Motion for Preliminary Approval. The Court has provided a
21 hearing date of November 21, 2025 for the Motion for Preliminary Approval, so Class Counsel
22 will be striving to file the Motion for Preliminary Approval by October 3, 2025, or as otherwise
23 ordered by the Court, and deliver the Court’s Preliminary Approval Order to the Administrator.

24 6.3 **Duty to Cooperate**. If the Parties disagree on any aspect of the proposed Motion for
25 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
26 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
27 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
28 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, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any

Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

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

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

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for

Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

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

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

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) calendar days after receipt of the Class Data from Defendant, the Administrator shall establish , maintain and use an internet website to post information of interest to Class Members including

1 the date, time and location for the Final Approval Hearing and copies of the Settlement
2 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;
3 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
4 Expenses Payment and Enhancement Award; the Final Approval Order; and the Judgment. The
5 Administrator will also maintain and monitor an email address and a toll-free telephone number
6 to receive Class Member calls, faxes and emails.

7 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
8 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
9 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
10 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
11 and other identifying information of Class Members who have timely submitted valid Requests
12 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class
13 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
14 Exclusion from Settlement submitted (whether valid or invalid).

15 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
16 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
17 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
18 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods
19 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA
20 Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment
21 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
22 objections received.

23 7.8.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the
24 authority to address and make final decisions consistent with the terms of this Agreement on all
25 Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The
26 Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

27 7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which
28 Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator

will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

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

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

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

7 9.1 Response to Objections. Each Party retains the right to respond to any objection raised
8 by a Participating Class Member, including the right to file responsive documents in Court no
9 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
10 accepted by the Court.

11 9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
12 Approval on any material change to the Settlement (including, but not limited to, the scope of
13 release to be granted by Class Members), the Parties will expeditiously work together in good
14 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
15 Approval. The Court’s decision to award less than the amounts requested for the Enhancement
16 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or
17 Administrator Costs Payment shall not constitute a material modification to the Agreement within
18 the meaning of this paragraph.

19 9.3 Continuing Jurisdiction of the Court. The Parties agree that, pursuant to Code of Civil
20 Procedure section 664.6, after entry of Judgment, the Court will retain jurisdiction over the
21 Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or
22 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-
23 Judgment matters as are permitted by law.

24 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
25 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
26 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
27 counsel, and all Participating Class Members who did not object to the Settlement as provided in
28 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-

1 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
2 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
3 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
4 obligations to perform under this Agreement will be suspended until such time as the appeal is
5 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
6 of the Net Settlement Amount.

7 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
8 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
9 modification of this Agreement (including, but not limited to, the scope of release to be granted
10 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
11 expeditiously work together in good faith to address the appellate court's concerns and to obtain
12 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
13 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
14 Court's award of the Enhancement Award or any payments to Class Counsel shall not constitute
15 a material modification of the Judgment within the meaning of this paragraph, as long as the Gross
16 Settlement Amount remains unchanged.

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

20 11. **ADDITIONAL PROVISIONS.**

21 11.1 No Admission of Liability, Class Certification or Representative Manageability for
22 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
23 claims. Nothing in this Agreement is intended or should be construed as an admission by
24 Defendant that any of the allegations in the Operative Complaint has merit or that Defendant has
25 any liability for any claims asserted; nor should it be intended or construed as an admission by
26 Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class
27 certification and representative treatment is for purposes of this Settlement only. If, for any
28 reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant

1 reserves the right to contest certification of any class for any reason, Defendant reserves all
2 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
3 certification on any grounds available and to contest Defendant's defenses. The Settlement, this
4 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
5 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
6 Settlement and this Agreement).

7 11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
8 Defense Counsel separately agree that, until the Motion for Preliminary Approval of the
9 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause
10 or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement
11 directly or indirectly, specifically or generally, to any person, corporation, association,
12 government agency, or in any way, including by way of press releases, initiating contact with the
13 press, responding to any press inquiries, or communicating with the press. Plaintiff and Class
14 Counsel also agree not to reference this Settlement in any communication, including on social
15 media, in any advertisement, or on any website. The Parties and their counsel shall keep this
16 Settlement and its terms confidential, to the extent possible, except as necessary to obtain approval
17 of and to implement the Settlement, or as otherwise required by law, including (1) to the Parties'
18 attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
19 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to
20 appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to
21 an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to
22 immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking
23 such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not
24 to, directly or indirectly, initiate any conversation or other communication, before the filing of
25 the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters
26 giving rise to this Agreement except to respond only that "the matter was resolved," or words to
27 that effect. This paragraph does not restrict Class Counsel's communications with Class Members
28 in accordance with Class Counsel's ethical obligations owed to Class Members. This provision

1 shall in no way prevent Class Counsel from listing the case name, number, and a brief description
2 of the claims in future filings, such as to support their qualifications as class counsel in other
3 matters, nor will it restrict Class Counsel's right to disclose publicly available information.

4 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and
5 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
6 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
7 to communicate with Class Members in accordance with Defense Counsel's and Class Counsel's
8 ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

9 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
10 together with its attached exhibits shall constitute the entire agreement between the Parties
11 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
12 inducements made to or by any Party.

13 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
14 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
15 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
16 its terms, and to execute any other documents reasonably required to effectuate the terms of this
17 Agreement including any amendments to this Agreement.

18 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
19 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
20 Settlement Agreement, submitting supplemental evidence and supplementing points and
21 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
22 or content of any document necessary to implement the Settlement, or on any modification of the
23 Agreement that may become necessary to implement the Settlement, the Parties will seek the
24 assistance of a mediator and/or the Court for resolution.

25 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not
26 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
27 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
28 action, or right released and discharged by the Party in this Settlement.

1 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
2 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
3 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
4 Part 10, as amended) or otherwise.

5 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
6 modified, changed, or waived only by an express written instrument signed by all Parties or their
7 representatives, and approved by the Court.

8 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
9 to the benefit of, the successors of each of the Parties.

10 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
11 governed by and interpreted according to the internal laws of the state of California, without
12 regard to conflict of law principles.

13 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
14 of this Agreement. This Agreement will not be construed against any Party on the basis that the
15 Party was the drafter or participated in the drafting.

16 11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
17 entered during Action and in this Agreement relating to the confidentiality of information shall
18 survive the execution of this Agreement.

19 11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to
20 Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class
21 Counsel by Defendant in connection with the mediation, may be used only with respect to this
22 Settlement, and no other purpose, and may not be used in any way that violates any existing
23 contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the
24 date when the Court discharges the Administrator's obligation to provide a Declaration
25 confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic
26 versions of Class Data received from Defendant, except Class Data relating to Plaintiff, unless,
27 prior to the Court's discharge of the Administrator's obligation, Defendant makes a written
28 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: 10/3/2025

Signed by:

A09C92E2DA3047A...

Plaintiff Chandni Singh

DATED: _____

Short Story, Inc.

By: _____

Title: _____

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.

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IT IS SO AGREED.

By the Parties:

DATED: _____

Plaintiff Chandni Singh

DATED: 10/3/2025 | 13:03 PDT

DocuSigned by:
Samuel Hoffstaetter
56AD86D101BC43C...
Short Story, Inc.

By: Samuel Hoffstaetter
Title: Cofounder & Chief Technology Officer

1 **APPROVED AS TO FORM:**

2
3 DATED: October 1, 2025

Wilshire Law Firm, PLC

4 

5 _____
Tyler J. Woods, Esq.
James Yoo, Esq.
6 Heriberto Ponce, Esq.
7 Ruby Carrera, Esq.
8 Alan Wilcox, Esq.
Attorneys for Plaintiff

9 DATED: _____

DLA Piper LLP (US)

10 _____
11 Troy A. Valdez, Esq.
12 Tom Lin, Esq.
13 Vani Parti, Esq.
Attorneys for Defendant

APPROVED AS TO FORM:

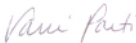
DATED: _____

Wilshire Law Firm, PLC

Tyler J. Woods, Esq.
James Yoo, Esq.
Heriberto Ponce, Esq.
Ruby Carrera, Esq.
Alan Wilcox, Esq.
Attorneys for Plaintiff

DATED: October 3, 2025

DLA Piper LLP (US)



Troy A. Valdez, Esq.
Tom Lin, Esq.
Vani Parti, Esq.
Attorneys for Defendant

Exhibit A

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

Singh v. Short Story, Inc., San Francisco Superior Court Case No. CGC-23-609394

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

You may be eligible to receive money from a class action lawsuit (“Action”) against Short Story, Inc. (“Short Story”) for alleged wage and hour violations. The Action was filed by a former Short Story employee Chandni Singh (“Plaintiff”) and seeks payment of (1) back wages and expense reimbursement for a class of all individuals employed by Short Story in non-exempt positions in California at any time during the Class Period (*i.e.*, the period from April 29, 2019, through the earlier of: (a) the date the Court grants preliminary approval of the Settlement; or (b) the date on which the Total Workweeks reaches 14,865) (“Class Members”); and (2) civil penalties under the California Private Attorneys General Act (“PAGA”) for all individuals employed by Short Story in non-exempt positions in California at any time during the PAGA Period (*i.e.*, 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) (“Affected Employees”).

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

Based on Short Story’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [X] (less withholding) and your Individual PAGA Payment is estimated to be \$ [X]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for either your Individual Class Payment and/or Individual PAGA Payment, then according to Short Story’s records you are not eligible for an Individual Class Payment and/or Individual PAGA Payment under the Settlement because you did not work during the Class Period or PAGA Period, as applicable.)

The above estimates are based on Short Story’s records showing that **you worked [X] workweeks** during the Class Period and **you worked \$ [X] pay periods** during the PAGA Period.

If you wish to dispute the workweeks credited to you, you must notify the Settlement Administrator by [DATE]. Your dispute must contain your name, address, and telephone number; clearly state that you dispute the number of workweeks credited to you for the Class Period and/or PAGA Period and what you contend is the correct number; and attach any documentation that you have to support the dispute.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and

Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Short Story to make payments under the Settlement and requires Class Members and Affected Employees to give up their rights to assert certain claims against Short Story and the other Released Parties, *i.e.*, Short Story 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.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert the Released Class Claims against Short Story.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue your individual wage claims against Short Story. You cannot opt out of the PAGA portion of the proposed Settlement.

Short Story will not retaliate against you for any Action you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the class action wage claims against Short Story that are covered by this Settlement (<i>i.e.</i> , the Released Class Claims).
You Can Opt Out of the Class Settlement but not the PAGA Settlement. The Opt Out Deadline is [DATE]	If you do not want to fully participate in the proposed Settlement, you can opt out of the class aspects of the Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for an Individual Class Payment and you will have no right to object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt out of the PAGA portion of the proposed Settlement. If the Court approves the PAGA settlement, Short Story must pay Individual PAGA Payments to all Affected Employees and the Affected Employees must give up their rights to pursue the Released PAGA Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written Objections Must be Submitted by The Response Deadline (i.e., [DATE])	All Class Members who do not opt out (“Participating Class Members”) can object to the class aspects of the Settlement. The Court’s decision regarding whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and to Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing.	The Court’s Final Approval Hearing is scheduled to take place on [DATE]. You don’t have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by [DATE]	The amount of your Individual Class Payment depends on how many Workweeks you worked at least one day during the Class Period. The number of Class Period Workweeks you worked according to Short Story’s records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by [DATE]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Short Story employee. In the Action, Plaintiff accuses Short Story of violating California labor laws by: failing to pay minimum and straight time wages; failing to pay overtime wages; failing to provide meal periods; failing to authorize and permit rest periods; failing to timely pay final wages at termination; failing to provide accurate itemized wage statements; failing to indemnify employees for expenditures; and violating California’s Unfair Competition Law, California Business and Professions Code section 17200, *et seq.* Based on the same theories, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, *et seq.*) (“PAGA”). Plaintiff is represented by the following attorneys in the Action: Wilshire Law Firm (“Class Counsel”).

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

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

So far, the Court has made no determination whether Short Story or Plaintiff is correct on the merits.

In the meantime, Plaintiff and Short Story hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Short Story have negotiated a proposed Settlement that is subject to the Court’s final approval. Both sides agree that the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Short Story does not admit any violations or concede the merit of any claims.

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

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

1. Short Story will pay \$500,000.00 as the Gross Settlement Amount. Short Story has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Short Story will fund the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court becomes final and is no longer subject to appeal.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$166,666.67 (one-third of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.
 - b. Up to \$10,000.00 as a Class Representative Service Payment to Plaintiff for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payments and any Individual PAGA Payments.
 - c. Up to \$7,490.00 to the Administrator for services administering the Settlement.

- d. Up to \$50,000 to resolve the PAGA claims, allocated 75% (\$37,500.00) to the LWDA PAGA Payment and 25% (\$12,500.00) in Individual PAGA Payments to the Affected Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Amount Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on the number of Workweeks (*i.e.*, 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) they worked during the Class Period.
4. Taxes Owed on Payments to Participating Class Members. Plaintiff and Short Story are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS Form W-2s. Short Story will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties and interest rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS Form 1099s.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in the name of the Class Member. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State’s website at: https://www.sco.ca.gov/search_upd.html.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the class aspects of the Settlement, unless you notify the Administrator in writing, not later than [DATE], that you wish to opt out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline ([DATE]). The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member’s name, present address,

telephone number, and a simple statement electing to be excluded from the Short Story Settlement or words to that effect. Class Members who exclude themselves from the Settlement will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Short Story.

- a. You cannot opt out of the PAGA portion of the Settlement. Therefore, if the Court approves the PAGA Settlement, Class Members who exclude themselves from the Class aspects of the Settlement remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Short Story and the Released Parties based on the facts alleged in the Action.
7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Short Story have agreed that, in either case, the Settlement will be void: Short Story will not pay any money and Class Members will not release any claims against Short Story if the Settlement does not become final and binding.
8. Administrator. The Court has appointed a neutral company, APEX Class Action Administration (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After Short Story has fully funded the Gross Settlement Amount (and separately paid the employer-side payroll taxes), Participating Class Members will be legally barred from asserting any of the Released Class Claims released under the Settlement. This means that unless you opt out by validly excluding yourself from the class aspects of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Short Story or any of the Released Parties for wages arising during the Class Period and PAGA penalties arising during the PAGA Period based on the facts alleged in the Action and resolved by this Settlement.

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

All Participating Class Members will release and discharge the Released Parties from any and all claims, rights, demands, and liabilities of every nature and description, whether known or unknown, suspected or unsuspected, arising under federal, state, or local law, that were asserted or that could have reasonably been asserted based on the facts alleged in the Action, including the initial and the First Amended Complaint, that arose during the Class Period (“Released Class Claims”).

10. Affected Employees’ PAGA Release. After Short Story has fully funded the Gross Settlement Amount (and separately paid the employer-side payroll taxes), all Affected Employees will be barred from asserting PAGA claims against Short Story, whether or not they exclude themselves from the Settlement. This means that all Affected Employees, including those who

are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or be part of any other PAGA claim against Short Story or any of the Released Parties based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Affected Employees will be bound by the following release:

All Affected Employees, including Non-Participating Class Members who are Affected Employees, and the State of California will release and discharge the Released Parties from any and all claims, rights, demands, and liabilities of every nature and description, whether known or unknown, for PAGA civil penalties that were asserted or that could have reasonably been asserted based on the facts alleged in the Action, including the initial and the First Amended Complaint and the PAGA Notice, that arose during the PAGA Period, including, but not limited to, claims for civil 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 (“Released PAGA Claims”).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500.00 by the total number of PAGA Pay Periods worked by all Affected Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Affected Employee.
3. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant’s records, are stated in the first page of this Notice. You have until the Response Deadline (*i.e.*, [DATE]) to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Short Story’s calculation of Workweeks and/or Pay Periods based on Short Story’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Short Story’s Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (*i.e.*, every Class Member who does not submit a valid and timely Request for Exclusion from the Settlement), including those who also qualify as Affected Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Affected Employee who opts out of the Class Settlement (*i.e.*, every Non-Participating Class Member who is an Affected Employee).

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

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

Submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Short Story Wage and Hour Case Settlement and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by [DATE], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Short Story are asking the Court to approve. At least 16 days before the calendared Final Approval Hearing, Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website at [REDACTED] or the Court's website at [REDACTED].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval or Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [DATE].**

Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as Short Story Wage and Hour Case Settlement, and include your name, current address, telephone number, and approximate dates of employment for Short Story, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 606 of the San Francisco Superior Court, located at the Civic Center Courthouse, 400 McAllister St., San Francisco, CA 94102. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) personally. Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Short Story and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the settlement website at [WEBSITE]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://sf.courts.ca.gov/online-services/case-information> and entering the Case Number for the Action, Case No.CGC-23-609394. You can also make an appointment to personally review court documents in the Clerk's Office at the Civic Center Courthouse by calling (415) 551-4000.

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

Class Counsel:

Tyler J. Woods
James Yoo
Heriberto Ponce
Ruby Carrera
Alan Wilcox
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017

Telephone: (213) 381-9988

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eddie.ponce@wilshirelawfirm.com

ruby.carrera@wilshirelawfirm.com

alan.wilcox@wilshirelawfirm.com

Settlement Administrator:

Name of Company: APEX Class Action Administration

Email Address: _____

Mailing Address: _____

Telephone: _____

Fax Number: _____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If you do not request a replacement check before the void date of the original check, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

If you move or otherwise change your mailing address while the Settlement is pending, you should immediately notify the Administrator to make sure the Administrator mails your settlement check to your current address.

Exhibit B

WILSHIRE LAW FIRM

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Attorneys for Defendant

**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. 606
Complaint filed: September 29, 2023
FAC Filed: March 13, 2024
Trial Date: Not set.

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT AND
NOTICE PROCEDURES**

1 Plaintiff's motion for preliminary approval came on regularly for hearing on November 21,
2 2025 at 9:30 a.m., in Department 606 of the Superior Court of the State of California, County of
3 San Francisco, before the Honorable Jeffrey S. Ross. Plaintiff was represented by her counsel,
4 Wilshire Law Firm ("Class Counsel"). Defendant Short Story, Inc. ("Defendant") was represented
5 by its counsel, DLA Piper LLP (US).

6 Plaintiff and Defendant have agreed to settle the Action upon the terms and conditions set
7 forth in the Class Action and PAGA Settlement Agreement ("Agreement"), which is attached as
8 Exhibit [X] to the Declaration of [NAME] in Support of Plaintiff's Motion for Preliminary Approval
9 of Class Action Settlement. "Settlement" means the disposition of the Action effected by the
10 Agreement and the Judgment.

11 Based upon the Court's review of the Agreement, the moving papers submitted in support
12 of preliminary approval, and all of the files, records, and proceedings herein, and in recognition of
13 the Court's duty to make a preliminary determination as to the reasonableness of this proposed class
14 action settlement and to ensure proper notice to all Class Members in accordance with due process
15 requirements, the Court preliminarily finds: (1) the Settlement of the Released Class Claims was
16 entered into in good faith and appears to be fair, reasonable, and adequate, such that the
17 Administrator should distribute the Class Notice of the Settlement to all Class Members ("Class
18 Notice"), and a Court's hearing on the Motion for Final Approval of the Settlement (the "Final
19 Approval Hearing") should be set; and (2) the Settlement of the Released PAGA Claims appears
20 consistent with Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*
21 ("PAGA")'s underlying purpose of benefitting the public. Accordingly, the Court GRANTS
22 preliminary approval of the Parties' Settlement for the reasons stated below, and sets the below
23 schedule for the Class Notice and the Final Approval Hearing:

24 THEREFORE, IT IS HEREBY ORDERED:

25 1. This Order incorporates by reference the definitions in the Agreement, and all terms
26 defined therein shall have the same meaning in this Order.

27 2. It appears to the Court on a preliminary basis that the class aspects of the Settlement
28 are fair, reasonable, and adequate. More specifically, it appears to the Court that counsel for the

1 Parties have engaged in sufficient investigation, research, and formal and informal discovery, such
2 that Class Counsel and Defense Counsel are able to reasonably evaluate their respective positions.
3 The Court preliminarily finds that the class aspects of the Settlement appear to be within the range
4 of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed,
5 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
6 preliminarily finds that the monetary settlement awards made available to all Class Members appear
7 fair, reasonable, and adequate when balanced against the probable outcome of further litigation
8 relating to liability and damages issues.

9 3. The Court further preliminarily finds that the relief provided for under PAGA is
10 genuine, meaningful, and consistent with PAGA's underlying purpose of benefiting the public.

11 4. The Court also finds that settlement of the class and PAGA claims at this time will
12 avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be
13 presented by the further prosecution of the Action. It further appears that the Settlement has been
14 reached as a result of an arm's length mediation session before a neutral mediator.

15 5. Additional factors weigh in favor of granting preliminary approval. The proposed
16 Settlement does not require Class Members to participate in a claims process in order to receive
17 their share of the Gross Settlement Amount. Any funds not claimed will not revert to Defendant but
18 will be paid to the California Controller's Unclaimed Property Fund in the name of the Class
19 Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil
20 Procedure Section 384, subd. (b).

21 6. For the purposes of this Settlement only, the Court hereby provisionally certifies the
22 Released Class Claims on behalf of the Class. "Class" means all individuals employed by Defendant
23 in the State of California in non-exempt positions during the Class Period. "Class Period" means the
24 period from April 29, 2019, through the earlier of: (a) the date the Court grants preliminary approval
25 of this Settlement; or (b) the date on which the Total Workweeks reaches 14,865. "Total
26 Workweeks" means the total number of Workweeks during which any Class Member worked at
27 least one day in a non-exempt position in California during the Class Period according to
28 Defendant's business records. Individuals who are part of the Class are also referred to as "Class

Members,” whether they are Participating Class Members or Non-Participating Class Members. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement. If for any reason the Settlement does not become effective, the fact that the Parties were willing to stipulate to certification of the Released Class Claims on behalf of the Class Members as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether the Released Class Claims should be certified on behalf of the Class Members in a non-settlement context in the Action or in any other lawsuit.

7. For the purposes of this Settlement only, the Court hereby preliminarily appoints and designates Plaintiff to serve as the representative for the Class Members.

8. For purposes of this Settlement, the Court also preliminarily appoints Wilshire Law Firm to serve as Class Counsel for the Participating Class Members. Class Counsel is authorized to represent and bind Plaintiff and Participating Class Members with respect to all acts or consents required by this Order. Any Class Member may enter an appearance through counsel of such individual’s own choosing and at such individual’s own expense. Any Participating Class Member who does not enter an appearance or appear on his or her own will be represented by Class Counsel.

9. The Court finds, based on Class Counsel’s declarations, that Class Counsel have notified the California Labor and Workforce Development Agency (“LWDA”) of the PAGA claims at issue in this lawsuit pursuant to former Labor Code section 2699.3, and that Class Counsel have notified the LWDA of the settlement of those claims by submitting a copy of the Agreement to the LWDA in compliance with former California Labor Code section 2699(l).

10. For purposes of this Settlement, the Court hereby preliminarily approves the definition and disposition of the Gross Settlement Amount and related matters provided for in the Agreement. In accordance with the Agreement, the Court hereby preliminarily approves the Gross Settlement Amount of \$500,000.00, which is the total, non-reversionary amount that Defendant shall be obligated to pay under the Agreement in order to settle the Action. In addition, Defendant shall also pay the employer’s share of payroll taxes on the Wage Portion of the Individual Class Payments.

1 11. For purposes of this Settlement, the Court hereby preliminarily approves the Class
2 Representative Service Payment to Plaintiff in the amount of \$10,000.00 in recognition of her role
3 in prosecuting the Action on behalf of Class Members and for providing a Complete and General
4 Release to the Released Parties. The Court is not approving this amount but is merely authorizing
5 notice to be provided to the Class Members of Plaintiff's requested Class Representative Service
6 Payment and allowing Plaintiff to make an application at the Final Approval Hearing. The Court
7 will decide the final amount of the Class Representative Service Payment at the Final Approval
8 Hearing, and the Class Representative Service Payment will be paid from the Gross Settlement
9 Amount.

10 12. For purposes of this Settlement, the Court hereby preliminarily approves a payment
11 of Class Counsel Fees Payment of one-third (1/3) of the Gross Settlement Amount (currently
12 estimated to total \$166,666.67) for the services the attorneys representing the Plaintiff in the Action
13 have rendered and will render in the Action. The Court is not approving this amount but is merely
14 authorizing notice to be provided to the Class Members of Plaintiff's requested Class Counsel Fees
15 Payment and allowing Class Counsel to make an application at the Final Approval Hearing. The
16 Court will decide, and shall have exclusive jurisdiction regarding, the final amount and allocation
17 of the Class Counsel Fees Payment at the Final Approval Hearing, and the Class Counsel Fees
18 Payment will be paid from the Gross Settlement Amount.

19 13. For purposes of this Settlement, the Court hereby preliminarily approves a payment
20 of Class Counsel Litigation Expenses Payment not to exceed a total of \$30,000.00 for the litigation
21 costs all attorneys representing Plaintiff in the Action have incurred and will incur in the
22 investigation, litigation, and resolution of the Action. The Court is not approving this amount but is
23 merely authorizing notice to be provided to the Class Members of Plaintiff's requested Class
24 Counsel Litigation Expenses Payment and allowing Class Counsel to make an application at the
25 Final Approval Hearing. The Court will decide, and shall have exclusive jurisdiction regarding, the
26 final amount and allocation of the Class Counsel Litigation Expenses Payment at the Final Approval
27 Hearing, and the Class Counsel Litigation Expenses Payment will be paid from the Gross Settlement
28 Amount.

1 14. For purposes of this Settlement, the Court hereby preliminarily approves a maximum
2 payment of \$7,490.00 to the Administrator, except for a showing of good cause as approved by the
3 Court, for third-party administration fees that are necessary to administer the Settlement
4 (“Administration Expenses”). The Court will decide the final Administration Expenses at the Final
5 Approval Hearing, and the Administration Expenses will be paid from the Gross Settlement
6 Amount.

7 15. For purposes of this Settlement, the Court hereby preliminarily approves the PAGA
8 Payment in the amount of \$50,000.00 as providing genuine and meaningful relief that is consistent
9 with PAGA’s underlying purpose of benefiting the public. The Court also preliminarily approves
10 the Parties’ allocation of: (a) seventy-five percent (75%) of the PAGA Payment (\$37,500.00) as the
11 LWDA PAGA Payment to the LWDA; and (b) twenty-five percent (25%) of the PAGA Payment
12 (\$12,500.00) as the total of all Individual PAGA Payments to the Affected Employees. The PAGA
13 Payment shall resolve all claims for civil penalties under the PAGA for the PAGA claims consistent
14 with the Released PAGA Claims described in the Agreement. The Agreement provides that the
15 Individual PAGA Payments shall be distributed to Affected Employees on a *pro rata* basis based
16 on the number of PAGA Pay Periods. “PAGA Pay Period” means any pay period during which an
17 Affected Employee worked at least one day for Defendant in non-exempt position in California
18 during the PAGA Period according to Defendant’s business records. “PAGA Period” means the
19 period from January 8, 2023, through the earlier of: (a) the date the Court grants preliminary
20 approval of the Settlement; or (b) the date on which the Class Period ends. The Court preliminarily
21 approves this proposed allocation and distribution of the PAGA Payment as fair, reasonable, and
22 adequate. The Court will decide the final PAGA Payment at the Final Approval Hearing, and the
23 PAGA Payment will be paid from the Gross Settlement Amount.

24 16. The Net Settlement Amount to be distributed to Participating Class Members is the
25 Gross Settlement Amount minus deductions for the Class Representative Service Payment, Class
26 Counsel Fees Payment, Class Counsel Expenses, Administration Expenses, and PAGA Payment.
27 The Agreement provides that the Individual Class Payments shall be calculated by dividing a
28 Participating Class Member’s individual Workweeks (which means any workweek in which a Class

1 Member worked at least one day in a non-exempt position in California during the Class Period
2 according to Defendant's business records) by the Total Workweeks of all Participating Class
3 Members, and multiplying this result by the Net Settlement Amount. The Court finds that the Net
4 Settlement Amount confers a substantial benefit to Participating Class Members. Accordingly, for
5 purposes of this Settlement, the Court preliminarily approves the Net Settlement Amount and the
6 Individual Class Payments as fair, reasonable, and adequate. The Court will ultimately decide the
7 fairness and adequacy of the distribution of the Net Settlement Amount at the Final Approval
8 Hearing, and the Net Settlement Amount will be paid from the Gross Settlement Amount.

9 17. The Court finds that – provided that all blanks/missing information are filled out –
10 the form and content of the proposed Class Notice (attached to the Agreement as Exhibit A and also
11 attached to this Order as Exhibit A) will fairly and adequately advise Class Members of the terms
12 of the proposed Settlement, of the preliminary approval of the proposed Settlement, of their right to
13 receive their share of the Settlement, of the scope and effect of the Released Class Claims, of their
14 rights and obligations relating to opting out of or objecting to the Settlement, of the date of the Final
15 Approval Hearing, and of their right to appear at the Final Approval Hearing. Thus, the Court finds
16 that the Class Notice comports with all constitutional requirements, including those of due process.
17 The Court further finds that the distribution of the Class Notice as specifically described within the
18 Agreement, with measures taken for verification of addresses, as set forth therein, constitutes a fair
19 and effective method of providing notice of this Settlement.

20 18. The Court hereby appoints APEX Class Action Administration as the Administrator
21 to provide notice of the Settlement and administer the Settlement, as more specifically set forth in
22 the Agreement.

23 19. The Court understands that the Settlement includes a release of Released Class
24 Claims. After Defendant has fully funded the Gross Settlement Amount (and separately paid the
25 employer-side payroll taxes), Plaintiff and Participating Class Members will release and discharge
26 the Released Parties from any and all claims, rights, demands, and liabilities of every nature and
27 description, whether known or unknown, suspected or unsuspected, arising under federal, state, or
28 local law, that were asserted or that could have reasonably been asserted based on the facts alleged

1 in the Action, including the initial and the First Amended Complaint, that arose during the Class
2 Period (“Released Class Claims”). In light of the consideration provided under the Settlement, the
3 Court makes a preliminary finding that the release of the Released Class Claims appears fair,
4 adequate, and reasonable.

5 20. The Court understands that the Settlement includes a release of Released PAGA
6 Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, on
7 behalf of herself, the State of California, and all Affected Employees, including Non-Participating
8 Class Members who are Affected Employees, will release and discharge the Released Parties from
9 any and all claims, rights, demands, and liabilities of every nature and description, whether known
10 or unknown, for PAGA civil penalties that were asserted or that could have reasonably been asserted
11 based on the facts alleged in the Action, including the initial and the First Amended Complaint and
12 the PAGA Notice, that arose during the PAGA Period, including, but not limited to, claims for civil
13 penalties for alleged violations of California Labor Code sections 201-203, 204, 226, 226.7, 1194,
14 1194.2, 1197, 1198, and 2802, and the applicable Industrial Welfare Commission Wage Orders
15 (“Released PAGA Claims”). All Affected Employees will be barred from asserting Released PAGA
16 Claims against Short Story, whether or not they exclude themselves from the Settlement. This
17 includes those who are Participating Class Members and those who opt-out of the Class Settlement,
18 cannot sue, continue to sue or be part of any other PAGA claim against Short Story or any of the
19 Released Parties based on the PAGA Period facts alleged in the Action and resolved by this
20 Settlement. In light of the consideration provided under the Settlement, the Court makes a
21 preliminary finding that the release of the Released PAGA Claims appears fair, adequate, and
22 reasonable.

23 21. The Court understands that, under the Settlement, Plaintiff will provide a Complete
24 and General Release, including a waiver under California Civil Code section 1542, to the Released
25 Parties in consideration for the promises and payments set forth in the Agreement—including the
26 Class Representative Service Payment to which Defendant contends Plaintiff is otherwise not
27 entitled. Upon Defendant fully funding of the Gross Settlement Amount and all employer payroll
28 taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff shall completely and

generally release any and all claims, rights, demands, and liabilities of every nature and description, known and unknown, suspected or unsuspected, including but not limited to those raised in the Action (including the initial and First Amended Complaint), and those arising from or related to Plaintiff's employment with Defendant, that Plaintiff may have against the Released Parties, that arose on or before the date on which Plaintiff signed the Settlement Agreement, and shall be subject to a waiver of California Civil Code section 1542. Plaintiff's Release does not extend to any claims or actions to enforce the Settlement 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 she may discover facts or law different from, or in addition to, the facts or law that she now knows or believes to be true but agrees, nonetheless, that this release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Nothing in this provision or in the Settlement Agreement is intended to interfere with Plaintiff's ability to be a member of any future class and/or collective action so long as any such action does not assert the claims released in and through the Settlement. In light of the considerations provided under the Settlement, the Court makes the preliminary finding that Plaintiff's Complete and General Release appears fair, adequate, and reasonable.

22. The Court understands that the Settlement provides for procedures for carrying out the Settlement, all of which the Court has considered and finds to be fair, adequate, and reasonable, the deadlines for which are summarized as follows:

Deadline for Defendant to provide Class Data to the Administrator	No later than 14 calendar days after the Court grants Preliminary Approval of the Settlement.
Deadline for Administrator to mail the Class Notice to Class Members	No later than 14 calendar days after the Administrator receives the Class Data.
Deadline for Administrator to establish the Settlement website and post designated documents	No later than 21 calendar days after the Administrator receives the Class Data
Deadline for Class Members to Opt-Out of the	60 days after the Class Notice is mailed to the

1 Settlement, Object to the Settlement, and/or	Class Member.
2 Dispute Workweeks and/or PAGA Pay Periods	
3 Deadline for Plaintiff to File Motion for Final	16 court days before the Final Approval
4 Approval of the Settlement	Hearing set below.

5 23. As of the date this Order is signed, all dates and deadlines associated with the above-
6 captioned coordinated Action shall be stayed, other than those pertaining to the administration of
7 the Settlement, to be re-set if final approval is not granted.

8 24. This Settlement is not a concession or admission and shall not be used against
9 Defendant or any of the Released Parties as an admission of liability with respect to the Released
10 Class Claims or Released PAGA Claims. Whether or not the Settlement is finally approved, neither
11 the Settlement, nor any document, statement, proceeding, or conduct related to the Settlement, nor
12 any reports or accounts thereof, shall in any event be: (a) construed as, offered or admitted in
13 evidence as, received as, or deemed to be evidence for any purpose adverse to the Released Parties
14 including, but not limited to, evidence of a presumption, concession, indication, or admission by
15 Defendant or any of the Released Parties of any liability, fault, wrongdoing, omission, concession,
16 or damage; or (b) disclosed, referred to, offered, or received in evidence against any of the Released
17 Parties in any further proceeding in the Action, or in any other civil, criminal, or administrative
18 action or proceeding, except for purposes of enforcing the Settlement.

19 25. A Final Approval Hearing shall be held on [DATE] at [TIME], in Department 606
20 of the Superior Court of the State of California, County of San Francisco, located at the Civic Center
21 Courthouse, 400 McAllister St., San Francisco, CA 94102 before the Honorable Jeffrey S. Ross, to
22 determine whether the proposed Settlement is fair, reasonable, and adequate and should be finally
23 approved. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by
24 order of the Court without further notice to Class Members. After the Final Approval Hearing, the
25 Court may enter a Final Approval Order and Judgment in accordance with the Settlement that will
26 adjudicate the rights of all Participating Class Members, Affected Employees, and the State of
27 California.

1 IT IS SO ORDERED.

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Dated: _____

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Judge of the Superior Court
Hon. Jeffrey S. Ross

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EXHIBIT A

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

Singh v. Short Story, Inc., San Francisco Superior Court Case No. CGC-23-609394

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

You may be eligible to receive money from a class action lawsuit (“Action”) against Short Story, Inc. (“Short Story”) for alleged wage and hour violations. The Action was filed by a former Short Story employee Chandni Singh (“Plaintiff”) and seeks payment of (1) back wages and expense reimbursement for a class of all individuals employed by Short Story in non-exempt positions in California at any time during the Class Period (*i.e.*, the period from April 29, 2019, through the earlier of: (a) the date the Court grants preliminary approval of the Settlement; or (b) the date on which the Total Workweeks reaches 14,865) (“Class Members”); and (2) civil penalties under the California Private Attorneys General Act (“PAGA”) for all individuals employed by Short Story in non-exempt positions in California at any time during the PAGA Period (*i.e.*, 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) (“Affected Employees”).

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

Based on Short Story’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [X] (less withholding) and your Individual PAGA Payment is estimated to be \$ [X]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for either your Individual Class Payment and/or Individual PAGA Payment, then according to Short Story’s records you are not eligible for an Individual Class Payment and/or Individual PAGA Payment under the Settlement because you did not work during the Class Period or PAGA Period, as applicable.)

The above estimates are based on Short Story’s records showing that **you worked [X] workweeks** during the Class Period and **you worked \$ [X] pay periods** during the PAGA Period.

If you wish to dispute the workweeks credited to you, you must notify the Settlement Administrator by [DATE]. Your dispute must contain your name, address, and telephone number; clearly state that you dispute the number of workweeks credited to you for the Class Period and/or PAGA Period and what you contend is the correct number; and attach any documentation that you have to support the dispute.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and

Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Short Story to make payments under the Settlement and requires Class Members and Affected Employees to give up their rights to assert certain claims against Short Story and the other Released Parties, *i.e.*, Short Story 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.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert the Released Class Claims against Short Story.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue your individual wage claims against Short Story. You cannot opt out of the PAGA portion of the proposed Settlement.

Short Story will not retaliate against you for any Action you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the class action wage claims against Short Story that are covered by this Settlement (<i>i.e.</i> , the Released Class Claims).
You Can Opt Out of the Class Settlement but not the PAGA Settlement. The Opt Out Deadline is [DATE]	If you do not want to fully participate in the proposed Settlement, you can opt out of the class aspects of the Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for an Individual Class Payment and you will have no right to object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt out of the PAGA portion of the proposed Settlement. If the Court approves the PAGA settlement, Short Story must pay Individual PAGA Payments to all Affected Employees and the Affected Employees must give up their rights to pursue the Released PAGA Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written Objections Must be Submitted by The Response Deadline (i.e., [DATE])	All Class Members who do not opt out (“Participating Class Members”) can object to the class aspects of the Settlement. The Court’s decision regarding whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and to Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing.	The Court’s Final Approval Hearing is scheduled to take place on [DATE]. You don’t have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by [DATE]	The amount of your Individual Class Payment depends on how many Workweeks you worked at least one day during the Class Period. The number of Class Period Workweeks you worked according to Short Story’s records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by [DATE]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Short Story employee. In the Action, Plaintiff accuses Short Story of violating California labor laws by: failing to pay minimum and straight time wages; failing to pay overtime wages; failing to provide meal periods; failing to authorize and permit rest periods; failing to timely pay final wages at termination; failing to provide accurate itemized wage statements; failing to indemnify employees for expenditures; and violating California’s Unfair Competition Law, California Business and Professions Code section 17200, *et seq.* Based on the same theories, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, *et seq.*) (“PAGA”). Plaintiff is represented by the following attorneys in the Action: Wilshire Law Firm (“Class Counsel”).

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

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

So far, the Court has made no determination whether Short Story or Plaintiff is correct on the merits.

In the meantime, Plaintiff and Short Story hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Short Story have negotiated a proposed Settlement that is subject to the Court’s final approval. Both sides agree that the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Short Story does not admit any violations or concede the merit of any claims.

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

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

1. Short Story will pay \$500,000.00 as the Gross Settlement Amount. Short Story has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Short Story will fund the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court becomes final and is no longer subject to appeal.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$166,666.67 (one-third of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.
 - b. Up to \$10,000.00 as a Class Representative Service Payment to Plaintiff for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payments and any Individual PAGA Payments.
 - c. Up to \$7,490.00 to the Administrator for services administering the Settlement.

- d. Up to \$50,000 to resolve the PAGA claims, allocated 75% (\$37,500.00) to the LWDA PAGA Payment and 25% (\$12,500.00) in Individual PAGA Payments to the Affected Employees based on their PAGA Period Pay Periods.

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

- 3. Net Settlement Amount Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on the number of Workweeks (*i.e.*, 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) they worked during the Class Period.
- 4. Taxes Owed on Payments to Participating Class Members. Plaintiff and Short Story are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS Form W-2s. Short Story will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties and interest rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS Form 1099s.

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

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in the name of the Class Member. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State’s website at: https://www.sco.ca.gov/search_upd.html.
- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the class aspects of the Settlement, unless you notify the Administrator in writing, not later than [DATE], that you wish to opt out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline ([DATE]). The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member’s name, present address,

telephone number, and a simple statement electing to be excluded from the Short Story Settlement or words to that effect. Class Members who exclude themselves from the Settlement will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Short Story.

- a. You cannot opt out of the PAGA portion of the Settlement. Therefore, if the Court approves the PAGA Settlement, Class Members who exclude themselves from the Class aspects of the Settlement remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Short Story and the Released Parties based on the facts alleged in the Action.
7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Short Story have agreed that, in either case, the Settlement will be void: Short Story will not pay any money and Class Members will not release any claims against Short Story if the Settlement does not become final and binding.
8. Administrator. The Court has appointed a neutral company, APEX Class Action Administration (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After Short Story has fully funded the Gross Settlement Amount (and separately paid the employer-side payroll taxes), Participating Class Members will be legally barred from asserting any of the Released Class Claims released under the Settlement. This means that unless you opt out by validly excluding yourself from the class aspects of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Short Story or any of the Released Parties for wages arising during the Class Period and PAGA penalties arising during the PAGA Period based on the facts alleged in the Action and resolved by this Settlement.

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

All Participating Class Members will release and discharge the Released Parties from any and all claims, rights, demands, and liabilities of every nature and description, whether known or unknown, suspected or unsuspected, arising under federal, state, or local law, that were asserted or that could have reasonably been asserted based on the facts alleged in the Action, including the initial and the First Amended Complaint, that arose during the Class Period (“Released Class Claims”).

10. Affected Employees’ PAGA Release. After Short Story has fully funded the Gross Settlement Amount (and separately paid the employer-side payroll taxes), all Affected Employees will be barred from asserting PAGA claims against Short Story, whether or not they exclude themselves from the Settlement. This means that all Affected Employees, including those who

are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or be part of any other PAGA claim against Short Story or any of the Released Parties based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Affected Employees will be bound by the following release:

All Affected Employees, including Non-Participating Class Members who are Affected Employees, and the State of California will release and discharge the Released Parties from any and all claims, rights, demands, and liabilities of every nature and description, whether known or unknown, for PAGA civil penalties that were asserted or that could have reasonably been asserted based on the facts alleged in the Action, including the initial and the First Amended Complaint and the PAGA Notice, that arose during the PAGA Period, including, but not limited to, claims for civil 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 (“Released PAGA Claims”).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500.00 by the total number of PAGA Pay Periods worked by all Affected Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Affected Employee.
3. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant’s records, are stated in the first page of this Notice. You have until the Response Deadline (*i.e.*, [DATE]) to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Short Story’s calculation of Workweeks and/or Pay Periods based on Short Story’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Short Story’s Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (*i.e.*, every Class Member who does not submit a valid and timely Request for Exclusion from the Settlement), including those who also qualify as Affected Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Affected Employee who opts out of the Class Settlement (*i.e.*, every Non-Participating Class Member who is an Affected Employee).

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

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

Submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Short Story Wage and Hour Case Settlement and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by [DATE], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Short Story are asking the Court to approve. At least 16 days before the calendared Final Approval Hearing, Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website at [REDACTED] or the Court's website at [REDACTED].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval or Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [DATE].**

Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as Short Story Wage and Hour Case Settlement, and include your name, current address, telephone number, and approximate dates of employment for Short Story, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 606 of the San Francisco Superior Court, located at the Civic Center Courthouse, 400 McAllister St., San Francisco, CA 94102. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) personally. Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Short Story and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the settlement website at [WEBSITE]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://sf.courts.ca.gov/online-services/case-information> and entering the Case Number for the Action, Case No.CGC-23-609394. You can also make an appointment to personally review court documents in the Clerk's Office at the Civic Center Courthouse by calling (415) 551-4000.

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

Class Counsel:

Tyler J. Woods
James Yoo
Heriberto Ponce
Ruby Carrera
Alan Wilcox
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017

Telephone: (213) 381-9988

Facsimile: (213) 381-9989

Email:

tyler.woods@wilshirelawfirm.com

james.yoo@wilshirelawfirm.com

eddie.ponce@wilshirelawfirm.com

ruby.carrera@wilshirelawfirm.com

alan.wilcox@wilshirelawfirm.com

Settlement Administrator:

Name of Company: APEX Class Action Administration

Email Address: _____

Mailing Address: _____

Telephone: _____

Fax Number: _____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If you do not request a replacement check before the void date of the original check, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

If you move or otherwise change your mailing address while the Settlement is pending, you should immediately notify the Administrator to make sure the Administrator mails your settlement check to your current address.

Exhibit C

INFORMATION SECURITY AND SERVICES AGREEMENT

This Information Security and Services Agreement (“**Agreement**”), effective as of September 30, 2025 (“**Effective Date**”) is entered into by Short Story, Inc., a California corporation, with offices at 645 Mariposa St, San Francisco, CA 94107, US, and Apex Class Action Administration, with a principal business address at 18 Technology Dr. 154 Irvine, CA 92618 (“**Administrator**”) (together, the “**Parties**”).

RECITALS

Short Story, Inc. desires to have Administrator provide certain settlement administration services in accordance with the terms of the Plaintiff’s settlement agreement (the “**Settlement**”) and the anticipated court order(s) approving the Settlement in the litigation titled *Chandni Singh v. Short Story, Inc., et al.*, pending in the Superior Court of the State of California for the County of San Francisco, Case No. CGC-23-609394 (the “**Action**”); and

Administrator desires to provide such Services to Short Story, Inc. in exchange for payment of settlement administration costs not to exceed \$7,490.00, to be paid out of the Gross Settlement Amount for the Settlement, and subject to the court’s approval in the Action.

NOW, THEREFORE, based upon the mutual promises and terms and conditions set forth below, the Parties agree that Administrator will administer the Settlement pursuant to the following information security provisions:

DEFINITIONS

“**Affiliate**” means any entity that controls, is controlled by, or is under common control with a Party. For purposes of this definition, “control” shall mean at least fifty percent (50%) of the capital, assets, voting stock, profits, interests, or similar participation rights are owned or controlled, directly or indirectly, by an entity under this definition.

“**Claim(s)**” means any and all (1) claims, causes of action, demands, lawsuits, or proceedings, and (2) losses, damages, costs (including reasonable fees of attorneys and other professionals), or liabilities of any kind (including any fine, penalty, judgment or order issued by a governmental, regulatory, or judicial body).

“**Confidential Information**” means information, in any format, that Short Story, Inc. designates as confidential or that reasonably should be understood to be confidential, proprietary, or a trade secret given the nature and circumstances of its disclosure. Confidential Information includes, but is not limited to, business plans, litigation or lawsuit related information, business processes, costs, pricing, profits, compensation, financial information, Class Data, and Personal Information, as those terms are defined herein. Any material derived from the Confidential Information is confidential and remains the property of Short Story, Inc. The Class Data and Personal Information are Confidential Information, regardless of whether either is designated as confidential or reasonably understood to be confidential.

INFORMATION SECURITY AND SERVICES AGREEMENT

“Short Story, Inc.” means Short Story, Inc. and/or its Affiliates as applicable.

“Class Data” is a subset of Confidential Information and means information regarding Class Members that Short Story, Inc. will compile in good faith from its records and provide to the Administrator. The Class Data shall be provided in a confidential Microsoft Excel spreadsheet and shall include each Class Member’s: name, last-known mailing address, Social Security Number, number of Workweeks, and number of PAGA Pay Periods., as defined in the Settlement Agreement.

“Class Member” or **“Settlement Class Member”** means a member of the Class (all individuals employed by Defendant in the State of California in non-exempt positions during from April 29, 2019, through the earlier of: (a) the date the Court grants preliminary approval of the Settlement; or (b) the date on which the Total Workweeks (defined below) reaches 14,865), as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Affected Employee).

“Personal Information” is a subset of Confidential Information and means all data that identifies or can be used to identify, relates to, describes, or is capable of being directly or indirectly linked or associated with a particular natural person, household, or device used by a natural person, such as name, address, telephone number, email address, credit card, debit card, or financial account number, medical records, driver’s license, social security number, marital status, ethnicity, age, photograph, customer identification number, dates of employment, device identifier, IP address, location information, or information gathered from online data collection technologies (e.g., cookies, tags, or beacons).

“Personnel” means Administrator’s employees, agents, attorneys, or approved independent contractors, who are required to perform Services under this Agreement.

“Plaintiff” means Chandni Singh.

“Services” means any task to be performed by Administrator in connection with administering the Settlement pursuant to the court-approved terms of the Settlement and applicable court orders.

“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

AGREEMENT

1. **CONFIDENTIALITY AND NONDISCLOSURE.**

1.1. *Confidentiality.*

INFORMATION SECURITY AND SERVICES AGREEMENT

The Parties agree any disclosure of Confidential Information under this Agreement will be governed by the following terms:

- a) Administrator shall:
 - (i) not disclose Confidential Information to any third party without Short Story, Inc.'s prior written consent, except as expressly set forth in Section 1.1(c);
 - (ii) take security precautions meeting or exceeding industry standards of care for the protection of Confidential Information and in accordance with all applicable privacy and security laws and regulations; and
 - (iii) not use Confidential Information in any manner to Short Story, Inc.'s detriment; and only use Confidential Information to the extent necessary to provide the Services to Short Story, Inc. (information aggregated or derived from Confidential Information shall not be used for the benefit of any third party).
- b) Administrator acknowledges that it may receive material, non-public information required to be kept confidential under the Securities Exchange Act of 1934. Administrator acknowledges that failure to keep such information confidential or otherwise using such information for personal gain may result in insider trading liability on the part of Administrator and any employees involved in the unlawful disclosure or use of such information.
- c) Administrator may disclose Confidential Information only:
 - (i) To Personnel on a need to know basis and only in relation to performing the Administrator's duties under this or a future agreement between the Parties to this Agreement. Such Personnel are subject to the confidentiality duties and obligations contained in this Agreement.
 - (ii) If Administrator is required to disclose Confidential Information by law or court order, Administrator must give Short Story, Inc. prior written notice (to the extent legally permitted) and reasonable assistance to allow Short Story, Inc. the opportunity to seek a protective order. In the event that a protective order or other remedy is not obtained, or that Short Story, Inc. waives compliance with these provisions, the Administrator agrees to furnish only that portion of the Confidential Information which the Administrator is legally required to furnish and will exercise its best efforts to obtain assurances that any Confidential Information disclosed will be treated as confidential.
 - (iii) No other individuals or third parties should be provided with access to Confidential Information without Short Story, Inc.'s prior written and signed consent that expressly references this Agreement. Administrator is responsible for its Personnel, including any acts and omissions that violate requirements in this Agreement. Administrator shall only use Confidential Information to the extent necessary to provide the Services to Short Story, Inc.; Confidential Information (including information aggregated or derived from Confidential Information) shall not be used for the benefit of any third party.

INFORMATION SECURITY AND SERVICES AGREEMENT

- d) Administrator represents and warrants that its processing, storage, and transmission of Confidential Information does and will comply with all applicable federal and state privacy and data protection laws, all other applicable regulations and directives, and the terms of this Agreement. Administrator certifies that it understands its obligations under the California Consumer Privacy Act as a service provider to Short Story, Inc., and agrees that it will not: sell Confidential Information; retain, disclose, or use Confidential Information for any purpose other than providing the Services to Short Story, Inc. as set forth in this Agreement and in accordance with the anticipated court order approving the Settlement; or retain or use Confidential Information outside of this direct business relationship between Administrator and Short Story, Inc. At Short Story, Inc.'s request, Administrator will delete from its records any Confidential Information that was provided or collected by Short Story, Inc. or on its behalf.

1.2 *No License; Warranty.*

- a) All Confidential Information is and shall remain the property of Short Story, Inc. Nothing in this Agreement is intended to grant any express or implied right to Administrator under any patents, copyrights, trademarks, or trade secret information except as otherwise provided in this Agreement.
- b) All Confidential Information shared between the Parties is provided "AS-IS" without warranty of any kind, and nothing in this Agreement shall be interpreted as a representation or warranty as to the accuracy, completeness, or validity of any such information.

1.3 *Publicity.*

Administrator shall not publicize its business relationship with Short Story, Inc. without the prior written authorization of an officer of Short Story, Inc. Administrator agrees not to use any trade name, trademark, service mark or logo, or any other information that identifies Short Story, Inc. in its sales, marketing, or publicity activities and/or materials. Media releases or publications of any kind, and interviews with representatives of any written publication, radio, or television station or network, or Internet site or outlet are included within the foregoing prohibition.

1.4 *Consumer Rights Requests.*

If a current and/or former Short Story, Inc. employee contacts the Administrator with a request to provide a copy of or delete his or her Confidential Information ("**Consumer Rights Request**"), Administrator shall take the following steps:

- a) Administrator shall notify Short Story, Inc. in writing within five (5) calendar days of the Consumer Rights Request by providing Short Story, Inc. with a copy of the Consumer Rights Request by sending it by email to Sam Hoffstaetter at sam@shortstorybox.com, with copies to troy.valdez@us.dlapiper.com and vani.parti@us.dlapiper.com.

INFORMATION SECURITY AND SERVICES AGREEMENT

Administrator shall also promptly provide Short Story, Inc. with any subsequent communications relating to the Consumer Rights Request.

- b) Administrator shall respond to the Consumer Rights Request in writing or electronically to state that the request will not be acted upon because Administrator is a service provider and that the Consumer Rights Request must be submitted directly to Short Story, Inc. Administrator shall not otherwise communicate with any current and/or former Short Story, Inc. employee regarding his or her Consumer Rights Request unless directed by Short Story, Inc.
- c) If Short Story, Inc. has an obligation under the Consumer Rights Request, promptly upon Short Story, Inc.'s request, Administrator shall cooperate with Short Story, Inc. and provide a copy of or delete the current and/or former Short Story, Inc. employees' Confidential Information as requested.

2. **INFORMATION SECURITY.**

2.1. *Safeguards.*

Administrator represents and warrants that it has, and will maintain for the term of this Agreement and for as long as it accesses, processes, stores, or transmits Confidential Information, a comprehensive information security program (the "**Security Program**") that complies with applicable law and industry best practices. The Security Program shall apply to all locations, systems, devices and equipment used by Administrator (or any vendors, subcontractors, or third parties retained by Administrator) to access, process, store, or transmit Confidential Information ("**Administrator Systems**"), and it shall include physical, administrative, and technical security controls that prevent unauthorized access to, disclosure of, loss of, or use of the Administrator Systems and the Confidential Information that those Administrator Systems process, store, or transmit ("**Safeguards**"). Administrator shall regularly test and monitor the effectiveness of its Safeguards. At a minimum, and without limiting Administrator's obligations in this Section 2.1, the Safeguards shall: (i) encrypt all Confidential Information in transmission and at rest; (ii) prevent the storage or transmission of Confidential Information on portable or mobile devices or media; (iii) use role-based access controls to restrict access to Confidential Information to Personnel, and promptly revoke access for any Personnel whose job duties change such that they no longer need access to Confidential Information; (iv) secure all Administrator Systems according to an industry standard; (v) physically or logically segregate Confidential Information from information of Administrator or its other customers so that Confidential Information is not commingled with other types of information; (vi) deploy and maintain malware protection to detect, remove, and protect against malicious software or activity on all Administrator Systems; (vii) configure Administrator Systems to maintain sufficient audit logging to enable forensic analysis, including logging of successful and failed security events, connectivity to services and sessions, and modification to user and configuration settings; (viii) establish and maintain a patch and vulnerability management process for Administrator Systems that timely deploys security patches and addresses vulnerabilities; (ix) address all of the Center for Internet

INFORMATION SECURITY AND SERVICES AGREEMENT

Security Critical Security Controls as updated from time to time or an equivalent industry standard security control framework; (x) prevent Confidential Information from being used in any development, test, quality assurance, or other non-production environment; (xi) keep Confidential Information within the territory and subject to the laws of the United States of America (unless Short Story, Inc. provides prior written and signed consent that expressly references this Agreement); (xii) include appropriate Personnel security precautions, such as background checks; and (xiii) keep any and all Short Story, Inc. provided equipment in a secure location with appropriate physical security controls to restrict access to Personnel. Administrator shall also train all Personnel with access to Confidential Information on appropriate privacy and information security practices and procedures.

2.2. *Assessments.*

Administrator shall obtain an annual audit or assessment of the Safeguards which shall be conducted by an independent third party. Short Story, Inc. shall be promptly notified of any material vulnerabilities that the audit or assessment identifies, and the results of this audit or assessment shall be shared with Short Story, Inc. upon request. Administrator shall promptly correct all vulnerabilities that the audit or assessment identifies with respect to the Safeguards. Short Story, Inc. shall also have the right, at its expense, to conduct (or have a third party conduct) an audit, assessment, examination, or review of Administrator's Safeguards and compliance with this Section 2 upon written request. Administrator shall fully cooperate with such request by providing access to knowledgeable personnel, Administrator Systems, documentation, and other reasonably requested information. Upon request from Short Story, Inc., Administrator shall promptly and accurately complete any privacy or information security questionnaires or interviews requested by Short Story, Inc. regarding Administrator's practices with respect to Confidential Information and Administrator Systems.

2.3. *Security Breaches.*

In the event that any Administrator Systems or Confidential Information that the Administrator Systems or the Administrator processes, stores, or transmits are subject to any suspected or actual unauthorized access, use, or disclosure (a "**Security Breach**"), Administrator shall immediately notify Short Story, Inc. by email to Sam Hoffstaetter at sam@shortstorybox.com, with copies to troy.valdez@us.dlapiper.com and vani.parti@us.dlapiper.com. In no event shall Administrator take more than twenty-four (24) hours to notify Short Story, Inc. of a Security Breach. Administrator will, at its own expense, promptly investigate the cause and scope of the Security Breach, and preserve relevant evidence in a forensically sound manner (e.g., logs, files, records). Administrator will cooperate at its own expense in every reasonable way to help Short Story, Inc. mitigate potential misuse or further unauthorized use or disclosure of Confidential Information involved in the Security Breach; such cooperation will include, without limitation, providing Short Story, Inc. with access to Administrator Systems affected, facilitating interviews with Administrator Personnel with relevant knowledge, and making available all relevant evidence (e.g., logs, files, records). Administrator shall provide Short Story, Inc. with a point of contact who shall be able to assist Short Story, Inc. in responding to and mitigating the effects of the Security Breach twenty-four (24) hours a day, seven

INFORMATION SECURITY AND SERVICES AGREEMENT

(7) days a week. If requested by Short Story, Inc., Administrator shall be responsible for providing notification to individuals whose Confidential Information was involved in the Security Breach, as well as to regulators, government authorities, consumer reporting agencies, and media; Administrator shall not provide any such notifications unless the contents of the communications are reviewed and approved by Short Story, Inc. Administrator shall be solely responsible for all costs and expenses associated with investigating, notifying, mitigating the effects of (including, without limitation, by providing credit monitoring to), and remediating any Security Breach.

2.4. *Return and Destruction.*

Upon termination of this Agreement or upon the 5th year from the Effective Date of this Agreement, Administrator shall, at Short Story, Inc.'s election, return or securely destroy all Confidential Information that has been provided to or obtained by Administrator in a manner that prevents any Confidential Information from being recovered. Before disposing of or relinquishing control of such hard drives or other equipment Administrator shall also erase all hard drives and other equipment used to process, store, or transmit Confidential Information in a manner that prevents recovery or restoration of such Confidential Information. Upon request of Short Story, Inc., Administrator shall certify in writing that it has met its obligations under this Section 2.4.

3. PERSONNEL.

3.1. *Background Investigation.*

Before assigning any Personnel to provide Services, Administrator will conduct, at its sole expense, a comprehensive consumer report to determine suitability for the assignment. Background investigation must be completed prior to the assignment date and include, but not be limited to: (i) a lawful consumer report; and (ii) local, county, and federal criminal records for the maximum number of years allowed by applicable local, state, and federal laws. The consumer report must be conducted by a third party consumer reporting agency that specializes in conducting individual background investigations for a fee. Unless prohibited by applicable law, if Administrator or its Personnel are provided with or have access to Confidential Information, Administrator shall ensure that individuals with convictions or civil judgments for violations including but not limited to computer crimes, hacking, blackmail, extortion, fraud, theft, or identity theft do not provide Services under this Agreement, and Administrator shall not permit any such individuals to access Confidential Information.

3.2. *Third Party Contractors.*

Administrator will not subcontract any of its material obligations under this Agreement without Short Story, Inc.'s prior written consent. When seeking consent, Administrator will specify the components of the Services affected, the identity and qualifications of the proposed subcontractor(s), and provide

INFORMATION SECURITY AND SERVICES AGREEMENT

all other information reasonably requested by Short Story, Inc. If Administrator receives Short Story, Inc.'s consent to utilize subcontractors for any Services, Administrator will:

- a) be fully liable to Short Story, Inc. for any Services provided by any subcontractor;
- b) remain obligated under this Agreement for providing Services;
- c) require all subcontractors to agree in writing to terms consistent with the terms of this Agreement applicable to the Services provided by such subcontractor(s); and
- d) require all subcontractors to agree in writing that Short Story, Inc. is an intended third-party beneficiary of its agreement with Administrator.

4. **ADDITIONAL TERMS.**

4.1. *Term.*

This Agreement shall become effective upon the Effective Date and shall remain in full force and effect until terminated by Short Story, Inc. in writing.

4.2. *Remedies.*

Administrator acknowledges and agrees that any violation of this Agreement will cause irreparable harm to Short Story, Inc. and therefore acknowledges and agrees that Short Story, Inc. may seek injunctive relief from a court of competent jurisdiction in addition to any other remedy available at law or equity.

4.3. *Attorney Fees.*

If Short Story, Inc. brings an action against Administrator by reason of a breach or alleged violation, enforcement of any provision, or otherwise arising out of this Agreement, and is determined to be the prevailing party, Administrator is responsible for the payment of Short Story, Inc.'s costs of suit and reasonable attorneys' fees which shall be payable whether or not such action is prosecuted to judgment.

4.4 *Order of Precedence.*

In the event of a conflict between the terms of this Agreement and any other agreement between the Parties, the terms of this Agreement shall prevail.

4.5. *Waiver.*

No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement

INFORMATION SECURITY AND SERVICES AGREEMENT

shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

4.6. *Choice of Law.*

This Agreement shall be governed by, and interpreted, construed, and determined in accordance with the laws of the State of California without regard to its conflict of laws principles. The state and federal courts located in San Francisco, California shall have exclusive jurisdiction to adjudicate any dispute.

4.7. *Entire Agreement.*

This Agreement contains the entire understanding of the Parties with respect to the matters covered, and no other previous agreement, statement, or promise made by either Party that is not contained in the terms of this Agreement shall be binding or valid, unless specifically incorporated by reference or attachment hereto. This Agreement may be amended only in writing and signed by both Parties to the Agreement.

4.8. *Modification.*

If Short Story, Inc. determines that this Agreement, as applicable, must be modified as a result of a Security Breach, the Parties shall negotiate in good faith to make such modifications. If the Parties cannot agree on the terms of the modifications, Short Story, Inc. shall be entitled to terminate the contract without penalty or cost other than payment to Administrator for services actually performed and costs actually incurred

4.9. *Severability.*

The Parties agree that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses. If one or more provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provision(s) shall be construed so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear.

4.10. *Indemnification.*

Administrator will defend, indemnify, and hold harmless Short Story, Inc. and its officers, directors, employees, attorneys, agents, successors, and permitted assigns from and against any and all Claims arising out of or related to breach of any obligations under this Agreement by Administrator or Personnel, or any negligent act or omission or willful misconduct of Administrator or Personnel.

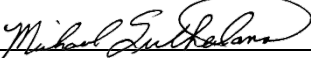
Administrator, at its own expense, will defend any Claim and has the right to control the defense of such Claim, provided that Short Story, Inc., at its own expense, may engage separate counsel to

INFORMATION SECURITY AND SERVICES AGREEMENT

participate in the defense of any Claim and Administrator agrees to cooperate fully with such counsel. Administrator and its counsel agree to keep Short Story, Inc. and its counsel informed regarding the status of any Claim and cooperate fully with requests for information. Notwithstanding any other provisions of this Agreement, Administrator will not enter into any Claim settlements which (a) adversely affect the rights of Short Story, Inc.; or (b) impose liabilities or obligations on Short Story, Inc. which will not be satisfied by Administrator's payment or performance upon entry of such settlement.

IN WITNESS WHEREOF, the Parties hereto acknowledge and agree to be bound by the terms and conditions herein as of the Effective Date.

APEX CLASS ACTION ADMINISTRATION

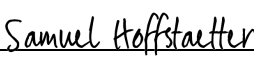
By: 

Print Name: J. Michael Sutherland

Title: President

Date: 11/01/2025

SHORT STORY, INC.

By: 

Print Name: Samuel Hoffstaetter

Title: Cofounder & Chief Technology Officer

Date: 10/02/2025

Exhibit 2

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

San Francisco County Superior Court ▼

Court Case Number *

CGC-23-609394

Hearing Date *

11/21/2025

Hearing Time *

09:30

HH:MM

Hearing Location *

400 McAllister St., San Fra

Number of aggrieved employees *

245

Net Amount to Aggrieved Employees *

12,500

Gross settlement amount *

500,000

Gross penalty *

50,000

Penalties to LWDA *

37,500

Date of proposed settlement *

11/21/2025

Other PAGA Notices

[Search for PAGA Case number](#)

- ☒ I have searched LWDA's database for other PAGA claims filed against the employer(s) named in my NEW PAGA Claim Notice.
- ☒ There are no other PAGA claims which may be affected by this proposed settlement.
- ☐ The proposed settlement may affect other PAGA claims.
- ☐ A Notice of Related Cases has been filed in all related actions.
- ☐ Plaintiff has provided copies of proposed settlement and moving papers to plaintiffs with claims that are affected by this proposed settlement agreement.
- ☐ Plaintiff has submitted to LWDA the court complaint(s) on which this settlement is based.

Proposed Settlement and Other Documents

Proposed Settlement (must be .pdf) *

 2025.10.03 S...nt - FINAL.pdf

Other Attachment (if any, must be .pdf)

 No file chosen[Add Another Attachment](#)

LWDA requests that settling parties provide copies of supporting documents, including memorandum of points and authorities and declaration of counsel filed with the court, to assist LWDA in evaluating proposed settlement agreements.

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☐ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

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Previous Page

Submit

Coley Hayes

From: no-reply@formassembly.com
Sent: Friday, October 3, 2025 4:33 PM
To: Coley Hayes
Subject: Thank you for your Proposed Settlement Submission

10/03/2025 04:32:45 PM

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

Item submitted: Proposed Settlement

On 10/03/2025 04:32:45 PM your Proposed Settlement was successfully processed for case number LWDA-CM-990769-23

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Ccoley.hayes%40wilshirelawfirm.com%7Cb0b9b488e01e40b6e2f508de02d53023%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C638951311826682679%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMilslkFOljoitWFlpbCIsIlIdUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=xKz8UbwC5Y02nRXkKUO0gALHD4HzYq4XT0X68e4yd8%3D&reserved=0

Exhibit 3



Quotation Request:
Coley Hayes
Wilshire Law Firm, PLC
coley.hayes@wilshirelawfirm.com
800.522.7274

Case Name: Short Story, Inc. (Singh)
Date: Friday, August 15, 2025
RFP Number: 19300001

Prepared By:
Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications	
Estimated Class Size:	288
Certified Language Translation:	Yes
Static Settlement Website	Yes
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
			Sub Total:	\$425.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	288	\$432.00
USPS First Class Postage	Per Piece	\$0.78	288	\$224.64
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	58	\$115.20
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	1	\$75.00
NCOA Address Update (USPS)	Static Rate	\$68.92	1	\$68.92
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
			Sub Total:	\$2,310.76

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



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$75.00	1	\$75.00
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$575.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	288	\$432.00
USPS First Class Postage	Per Piece	\$0.78	288	\$224.64
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	29	\$57.60
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	5	\$500.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,000.00	1	\$1,000.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$350.00	1	\$350.00
Sub Total:				\$3,084.24

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

WILL NOT EXCEED:			\$7,490.00
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Thank you for your business!



Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit 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).

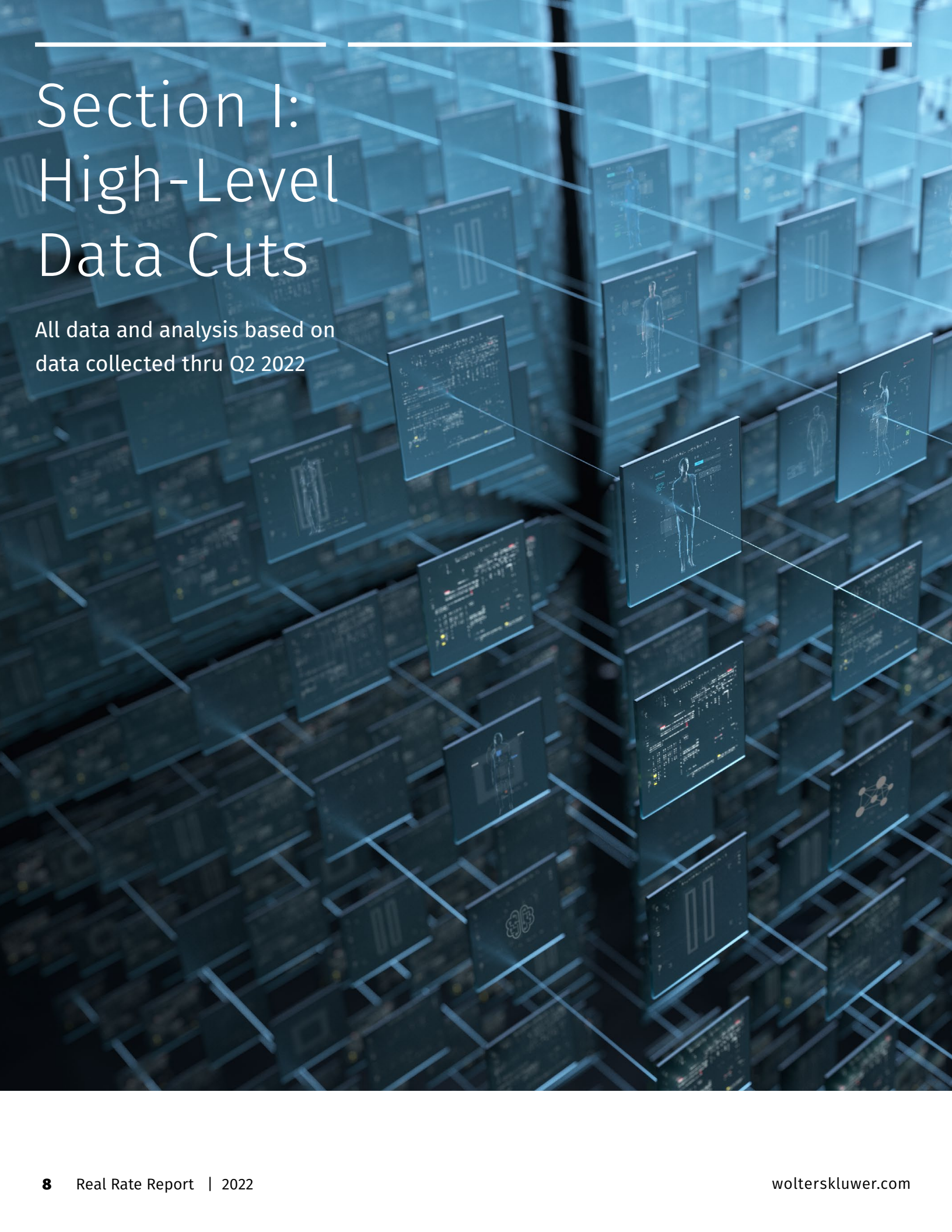
Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural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

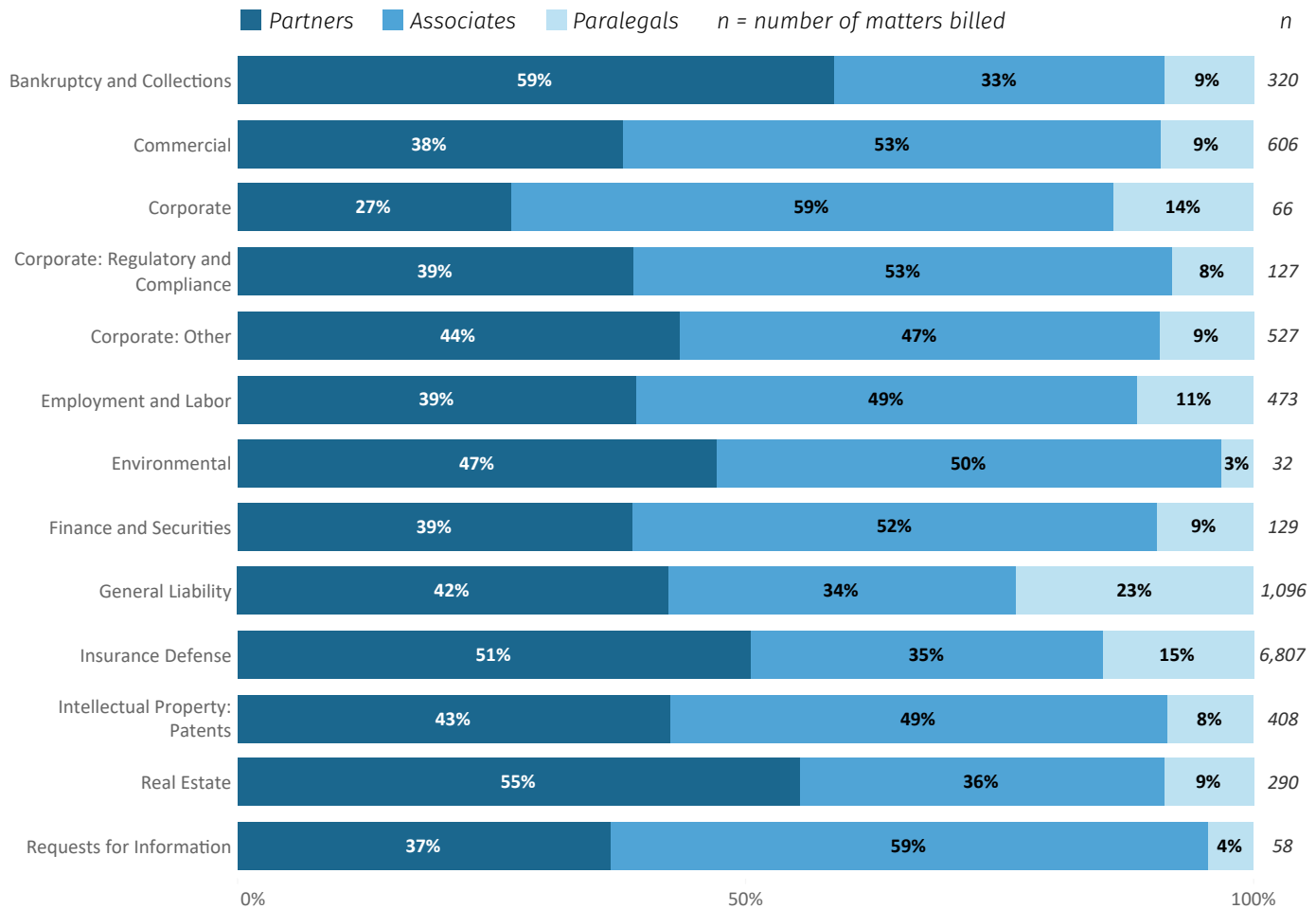
Section VI: Matter Staffing Analysis

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

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Business & Practice

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

By Roy Strom

Column

June 9, 2022, 2:30 AM

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

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

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

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

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

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

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

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

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

Charge It Up

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

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

Source: Court documents

Bloomberg Law

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Worth Your Time

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

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

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



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

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Documents

[Trustee's Objection](#)

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