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Attorneys for Plaintiffs

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

AMILCAR ALVARADO, and OSWALDO
CORONA, individually, and on behalf of all
others similarly situated,

Plaintiffs,

v.

URS OPERATIONS, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV23711

*Assigned for all purposes to:
Hon. William F. Highberger
Dept. 10*

**DECLARATION OF ARRASH T.
FATTAHI IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

FINAL APPROVAL HEARING

Date: April 9, 2026
Time: 10:00 a.m.
Dept: 10

Action Filed: September 29, 2023
Trial Date: Not set

DECLARATION OF ARRASH T. FATTAHI

I, Arrash T. Fattahi, 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 Partner at Wilshire Law Firm, PLC, counsel of record for Plaintiffs Amilcar Alvarado and Oswaldo Corona (“Plaintiffs”). 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 Plaintiffs’ Motion for Final Approval of Class Action and PAGA Settlement.¹

2. Plaintiffs are represented by Wilshire Law Firm, PLC. The attorneys at Wilshire Law Firm, PLC performed significant work and expended litigation costs in prosecuting this matter with no guarantee of payment.

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

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

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

¹ The operative Class Action and PAGA Settlement Agreement and Class Notice is attached hereto as **Exhibit 1**.

1 6. My practice is focused on advocating for the rights of consumers and employees in
2 class action litigation. I am currently the managing attorney in charge of litigating several class
3 action cases in state and federal courts in California.

4 7. As the attorney responsible for day-to-day management of this matter at the
5 Wilshire Law Firm, PLC, I have nearly five years of experience litigating wage and hour class
6 actions. Over the past five years, I have managed and assisted with the litigation and settlement
7 of several wage and hour class actions. In those class actions, I performed similar tasks as those
8 performed in the course of prosecuting this action.

9 8. I was selected as a “Southern California Rising Star” in 2025 and 2026.

10 9. My current contingent billing rate of \$850 per hour is consistent with the legal
11 market, accepted hourly rates, and my expertise and knowledge as it pertains to wage and hour
12 matters. Below is a non-exhaustive list of the cases where I have been appointed as class counsel
13 in my own right (as opposed to being part of a firmwide appointment of counsel):

- 14 a. *Kingsbury v. Caravan Foods II, Inc.*, Alameda County Superior Court, Case No.
15 RG21096357; Motion for Final Approval granted on January 31, 2023.
- 16 b. *Frias-Estrada v. Trek Retail Corporation*, Contra Costa County Superior Court,
17 Case No. MSC20-01916; Motion for Final Approval granted on March 3, 2023.
- 18 c. *Reyes v. Everytable, PBC, et al.*, Los Angeles County Superior Court, Case No.
19 21STCV35987; Motion for Final Approval granted on May 3, 2023.
- 20 d. *Ortiz v. Tara Materials, Inc.*, San Diego County Superior Court, Case No. 37-2021-
21 0001473-CU-OE-CTL; Motion for Final Approval granted on May 30, 2023.
- 22 e. *Cruz-Sanchez v. Eagle Lath & Plaster, Inc.*, Sacramento County Superior Court,
23 Case No. 34-2021-00293739-CU-OE-GDS; Motion for Final Approval granted on
24 May 30, 2023.
- 25 f. *Garduno v. New Generation Framing, Inc., et al.*, Stanislaus County Superior Court,
26 Case No. CV-21-000544; Motion for Final Approval granted on August 11, 2023.
- 27 g. *Hernandez, et al. v. Burford Farming Company, Inc.*, Fresno County Superior
28 Court, Case No. 21CECG03817; Motion for Final Approval granted on August 21,

- 2023.
- h. *Barajas v. Final Phase Construction, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2118622; Motion for Final Approval granted on September 13, 2023.
 - i. *Jaimes, et al. v. Infiniti Health LLC*, Los Angeles County Superior Court, Case No. 22STCV07261; Motion for Final Approval granted on October 17, 2023.
 - j. *Nunez v. Gabriel Container*, Los Angeles County Superior Court, Case No. 21STCV09787; Motion for Final Approval granted on November 2, 2023.
 - k. *Lupercio v. Western CNC, Inc.*, San Diego County Superior Court, Case No. 37-2021-00010314-CU-OE-CTL; Motion for Final Approval granted on January 26, 2024.
 - l. *Jackson, et al. v. Apple Valley Communications, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2124721; Motion for Final Approval granted on February 1, 2024.
 - m. *Cuadras, et al. v. Guinn Corporation*, Kern County Superior Court, Case No. BCV-21-101520; Motion for Final Approval granted on February 22, 2024.
 - n. *Williams v. Total Longterm Care, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2213347; Motion for Final Approval granted on April 2, 2024.
 - o. *Meza v. Argus Management Company, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV31612; Motion for Final Approval granted on May 20, 2024.
 - p. *Wade v. Mallory Safety and Supply LLC*, Siskiyou County Superior Court, Case No. 23CV00951; Motion for Final Approval granted on July 11, 2024.
 - q. *Snell v. Shasta Community Health Center*, Shasta County Superior Court, Case No. CVCV22-199416; Motion for Final Approval granted on November 12, 2024.
 - r. *Arce v. Sammy's Woodfired Pizza*, San Diego County Superior Court, Case No. 37-2023-00037670-CU-OE-CTL; Motion for Final Approval granted on January 10,

2025.

s. *Ochoa, et al. v. La Tavola, LLC*, Napa County Superior Court, Case No. 22CV000862; Motion for Final Approval granted on January 23, 2025.

t. *Brown, et al. v. Fidelity Security Services, Inc.*, Los Angeles County Superior Court, Case No. 21STCV31617; Motion for Final Approval granted on January 28, 2025.

u. *Torres v. Lupton Excavation, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00317401-CU-OE-GDS; Motion for Final Approval granted on April 18, 2025.

v. *Peterson v. PJ Printers*, Orange County Superior Court, Case No. 30-2022-01247546-CU-OE-CTL; Motion for Final Approval granted on April 25, 2025.

w. *Harris v. D&D Gear Incorporated dba Absolute Technologies, Inc.*, Orange County Superior Court, Case No. 30-2021-01222330-CU-OE-CTL; Motion for Final Approval granted on April 25, 2025.

x. *Guarista, et al. v. Urologic Institute of the High Desert, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2125029; Motion for Final Approval granted on June 17, 2025.

y. *Carbajal v. Mattco Forge, Inc.*, Los Angeles County Superior Court, Case No. 23STCV12264; Motion for Final Approval granted on July 28, 2025.

z. *Martinez v. Corticare, Inc.*, San Diego County Superior Court, Case No. 37-2023-00055906-CU-OE-CTL; Motion for Final Approval granted on November 21, 2025.

10. Arman A. Salehi is a third-year Associate Attorney at Wilshire Law Firm, PLC. He was admitted to practice law in the State of California in 2023. Arman graduated from the University of California, Los Angeles with a Bachelor of Arts in Sociology. He received his Juris Doctor from the University of California College of the Law, San Francisco (formerly known as U.C. Hastings). Since November 2023, his practice has mainly been focused on wage and hour class action litigation. Mr. Salehi currently bills at an hourly rate of \$600.00.

11. Emily Borman is a Junior Partner at Wilshire Law Firm, PLC. She was admitted to practice law in the State of California in May 2015. Ms. Borman graduated from Cornell University

1 with a Bachelor of Science in Development Sociology and a Minor in Applied Economics and
2 Management. While at Cornell she was inducted into the Alpha Kappa Delta International Honor
3 Society. Ms. Borman received her Juris Doctor from University of California Law San Francisco
4 (formerly UC Hastings). Since graduating, her practice has been in employment law, including
5 Plaintiff-side wage and hour cases. Ms. Borman has received numerous awards for her legal work.
6 In 2021 and from 2023 to 2025, Super Lawyers selected her as a “Southern California Rising Star.”
7 Ms. Borman was selected as one of the “Best Lawyers in America” from 2021 to 2025. Ms.
8 Borman currently bills at an hourly rate of \$850.00. The reasonableness of Wilshire Law Firm,
9 PLC’s hourly rates is also supported by several surveys of legal rates, including the following:

10 12. The 2022 Real Rate Report survey compiled by Wolters Kluwer, which presents the
11 real market rates of Los Angeles area attorneys who practice litigation. For that category, the third
12 quartile 2022 rate was \$1,045 per hour for partners and \$855 for associates. Likewise, page 32 of
13 the Report describes the rates charged by 183 Los Angeles partners with “21 or more years of
14 experience” and “Fewer than 21 years.” For those categories, the third quartile Los Angeles partner
15 rate in 2022 were \$1,133 per hour for 21 or more years and \$1,075 for attorneys with fewer than
16 21 years. A true and correct copy of portions of the 2022 Real Rate Report is attached hereto as
17 **Exhibit 2.**

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

23 14. Wilshire Law Firm, PLC, has performed significant work and incurred litigation
24 costs in prosecuting this matter with no guarantee of payment. The efforts expended by Class
25 Counsel to achieve this result include, but are not limited to, the following

- 26 a. the investigation of the matter, including meeting with Plaintiffs, reviewing
27 Defendant’s policies, and requesting Plaintiffs’ time and pay records, personnel
28 files, and exploring the corporate structure of Defendant;

- b. filing the Action;
- c. meeting and conferring with Defendant's counsel regarding the case;
- d. meeting and conferring with Defendant regarding mediation, exchange of informal discovery beforehand, and negotiating with opposing counsel regarding the parameters thereof;
- e. selecting a mediator and mediation date;
- f. working with opposing counsel and expert consultants for the receipt of a representative sampling and analyzing the same with the aid of expert consultants and Plaintiffs to perform analyses of liability and exposure prior to attendance of the mediation in this matter;
- g. reviewing policy documents from Defendant and researching applicable defenses;
- h. preparation of a mediation brief and damages model for use at mediation;
- i. attendance at mediation by all Parties and Counsel;
- j. communicating with Plaintiffs;
- k. negotiating, finalizing and fully executing the settlement agreement;
- l. drafting and filing the First Amended Class & Representative Action Complaint;
- m. preparing and filing the Motion for Preliminary Approval and supporting documents;
- n. preparing and filing supplemental documents in support of the Motion for Preliminary Approval;
- o. communicating with the Settlement Administrator to ensure the Class Notice was properly distributed; and
- p. preparing the instant Motion for Final Approval and supporting documents.

15. Wilshire Law Firm, PLC's current lodestar reflects the efficiencies achieved by the attorneys' experience in this field with **120.2** hours of work resulting in **\$91,120.00** in fees. Wilshire Law Firm, PLC, dedicated significant resources to this case by dividing the tasks required according to skill level. The hours expended by each attorney were not duplicative and reflect the extensive investigation and analysis that was required to achieve this Settlement. This amount does

not include the time Class Counsel will spend at the final approval hearing and assisting the Settlement Administrator following final approval. The chart below shows the calculation of hours spent by each of Wilshire Law Firm, PLC's attorneys on this case:

Attorney	Hours	Hourly Rate	Total
Arrash T. Fattahi	67.8	\$850.00	\$57,630.00
Arman A. Salehi	44.2	\$600.00	\$26,520.00
Emily K. Borman	8.2	\$850.00	\$6,970.00
TOTALS	120.2		\$91,120.00

16. The risk factors present in this case favor the application of an approximately 1.45 multiplier. To begin with, Class Counsel has singularly assumed the risk and costs of litigation purely on a contingency basis. And, while Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to each cause of action posing an actual risk that Plaintiffs may not succeed at class certification and/or trial. Any of these obstacles could have prevented recovery completely, meaning Class Counsel would have been left with no compensation for all the time and money invested in litigating this case. Despite these risks, Class Counsel took this case on a contingency basis so that Class Members (a particularly vulnerable group of hourly paid workers) could be compensated for their unpaid wages. Consequently, Class Counsel was precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain. This time could have been spent on other potentially lucrative cases.

17. In litigation costs, Wilshire Law Firm, PLC, has spent \$15,433.52 on items such as filing fees, service fees, mediation fees, and expert fees. Additionally, we anticipate incurring \$300.00 in anticipated future costs for filing fees and service fees for a total of \$15,733.52 in costs. Since Class Counsel's costs did not reach the maximum of \$30,000.00, the remaining \$14,266.48 will revert to and increase the Net Settlement Amount. A true and correct copy of Wilshire Law Firm, PLC's cost report in this matter is attached hereto as **Exhibit 4**. All of the costs incurred were reasonable and necessary for the prosecution of this case.

18. Class Counsel has negotiated a settlement here that they believe is fair, reasonable,

1 and adequate based on their prior experience litigating these types of cases.

2 19. A copy of the Class Action and PAGA Settlement Agreement has previously been
3 submitted to the LWDA. To date, the LWDA has not responded to or objected to the Settlement in
4 this matter.

5 I declare under penalty of perjury under the laws of the State of California that the
6 foregoing is true and correct. Executed on March 17, 2026, at Los Angeles, California.

7
8 

9 _____
Arrash T. Fattahi

EXHIBIT 1

Gabrielle M. Wirth (SBN 106492)
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Jaycie J. Cruz (SBN 352494)
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Attorneys for Defendant
URS Operations, LLC

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

AMILCAR ALVARADO, and OSWALDO
CORONA, individually, and on behalf of all
others similarly situated,

Plaintiffs,

v.

URS OPERATIONS, LLC, a limited liability
company; and DOES 1 through 10, inclusive,
Defendants.

CASE NO.: **23STCV23711**

Assigned For All Purposes To:

Hon. William F. Highberger
Dept. 10

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

Action Filed:
Trial Date:

September 29, 2023
None Set

1 This Class Action Settlement Agreement and Release (“Agreement” or “Settlement”) is
2 made and entered into by and between Plaintiffs Amilcar Alvarado and Oswaldo Corona
3 (“Plaintiffs” or “Named Plaintiffs”), on behalf of themselves and the Settlement Class (as defined
4 below) and Defendant URS Operations, LLC (“URS” or “Defendant”) (collectively, the “Parties”).

5 RECITALS

6 1. On June 19, 2024, the Parties participated in all day mediation presided over by
7 Monique Ngo-Bonnici which led to this Agreement to settle the Action. The Parties expressly
8 acknowledge that this Agreement is entered into solely for the purpose of compromising
9 significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by
10 Defendant. If for any reason the Settlement is not approved, it will be of no force or effect, and the
11 Parties shall be returned to their original respective positions. Defendant specifically denies all of
12 Plaintiffs’ claims as to liability and remedies, as well as Plaintiffs’ class and representative
13 allegations, and expressly reserves all rights to challenge all such claims and allegations upon all
14 procedural and substantive grounds, including the assertion of any and all defenses, if the Court
15 does not approve this Settlement.

16 2. Prior to mediation, Plaintiff obtained, through informal discovery, documents and
17 information related to the Class and Defendant’s timekeeping practices and policies. Plaintiff’s
18 investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker*
19 *Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locket Retail, Inc.* (2008) 168
20 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

21 3. The Court has not granted class certification.

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

25 DEFINITIONS

26 The following definitions are applicable to this Agreement. Definitions contained
27 elsewhere in this Agreement shall also be effective:

28 Relevant Parties and Time Periods

1 1. **“Action”** means Plaintiff’s lawsuit alleging wage and hour violations, *Amilcar*
2 *Alvarado, and Oswaldo Corona v. URS Operations, LLC*, Los Angeles Superior Court Case No.
3 23STCV23711, filed on September 29, 2023, and includes the original Complaint and the First
4 Amended Class and Representative Action Complaint with respect to that action.

5 2. **“Class Counsel”** means Arrash T. Fattahi of Wilshire Law Firm.

6 3. **“Defense Counsel”** means Gabrielle Wirth and Jaycie Cruz of Dorsey & Whitney
7 LLP.

8 4. **“Defendant”** means URS Operations, LLC.

9 5. **“Released Parties”** means Defendant and its predecessors, if any, successors, and
10 divisions, subsidiaries, affiliates, insurers, and parents, and their respective former and present
11 directors, officers, shareholders, employees, attorneys, fiduciaries, insurers and assigns.

12 6. **“Court”** means the Los Angeles Superior Court or any other court taking
13 jurisdiction of the Action.

14 7. **“Named Plaintiffs”** shall mean AMILCAR ALVARADO, and OSWALDO
15 CORONA.

16 8. **“Class Period”** means the period from September 29, 2019 through August 19,
17 2024.

18 9. **“PAGA Period”** means the period from November 22, 2022 through August 19,
19 2024.

20 10. **“Preliminary Approval Date”** means the date of the Court’s order granting
21 preliminary approval of the Settlement.

22 11. **“Settlement Class”** or **“Settlement Class Members”** means any employees who,
23 like Plaintiffs, worked for Defendant in California at any time during the Class Period as hourly
24 paid, non-exempt employees, who do not opt out of this Settlement.

25 12. **“Effective Date”** means that date on which the settlement embodied in this
26 Agreement shall become effective after all of the following events have occurred: (i) final
27 approval of the Settlement is granted by the Court; and (ii) the Court’s order approving the
28 Settlement becomes a Final Judgment.

13. **“Final Judgment”** means the latest of: (i) if there is an appeal of the Court’s judgment, the date the judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; or, (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the judgment is affirmed pursuant to such petition; or (iii) if an objection to the Settlement is filed by any Settlement Class Member, then the expiration date of the time for filing or noticing any appeal of the judgment, which is sixty (60) calendar days from the entry of the judgment; or (iv) if no objection has been filed by any Settlement Class Member, then the date that the Court grants final approval of this Settlement.

Settlement Payments

14. **“Settlement”** means the agreement among parties to resolve the Action, as set forth in this Agreement.

15. **“Gross Settlement Amount”** means the maximum settlement amount of Four Hundred Thousand Dollars (\$400,000.00) to be paid by Defendant in full satisfaction of all claims arising from the Action, which will be used to make the following payments, as those terms are defined below:

- a. Individual Settlement Payments;
- b. Class Representative Service Payments;
- c. Settlement Administration Costs;
- d. PAGA Settlement Amount (75% of which shall be paid to the California Labor and Workforce Development Agency (“LWDA”), and 25% of which will be paid to the Aggrieved Employees¹);
- e. Class Counsel’s Fee Payment; and
- f. Class Counsel’s Litigation Expenses.

Defendant maintains no reversionary right to any portion of the Gross Settlement Amount. The entire Gross Settlement Amount will be distributed and no part of the Gross Settlement Amount will revert to Defendant.

¹ The hourly paid, non-exempt employees who worked for Defendant from November 22, 2022 to August 19, 2024.

1 16. **“Net Settlement Amount”** means the balance of the Gross Settlement Amount
2 remaining after deduction of the following payments, in the amounts approved by the Court:

- 3 a. Class Representative Service Payments;
- 4 b. Settlement Administration Costs;
- 5 c. PAGA Settlement Amount;
- 6 d. Class Counsel’s Fee Payment; and
- 7 e. Class Counsel’s Litigation Expenses .

8 The entire Net Settlement Amount is the maximum amount that will be available for
9 distribution to Settlement Class Members, in the form of Individual Settlement Payments based on
10 the number of workweeks worked by each Settlement Class Member in California as an hourly
11 paid, non-exempt employee during the Class Period.

12 17. **“Class Representative Service Payments”** means the amount to be paid to
13 Plaintiffs, in recognition of their effort and work in prosecuting the Action on behalf of Settlement
14 Class Members.

15 18. **“Class Counsel’s Fee Payment”** means attorneys’ fees agreed upon by the Parties
16 and approved by the Court for Plaintiffs’ Counsel’s litigation and resolution of the Action,
17 including, but not limited to, fees associated with litigating the Action, negotiating a resolution,
18 documenting the Settlement, securing the Court’s approval of the Settlement, obtaining entry of the
19 Judgment terminating the Action, administering the Settlement and other related matters.

20 19. **“Class Counsel’s Litigation Expenses”** means all reasonable costs incurred and to
21 be incurred by Plaintiffs’ Counsel in the Action, including, but not limited to, costs associated with
22 documenting the Settlement, securing the Court’s approval of the Settlement, obtaining entry of the
23 Judgment terminating the Action, administering the Settlement and any other expenses.

24 20. **“Individual Settlement Payment”** means each Settlement Class Member’s pro-
25 rata share of the Net Settlement Amount.

26 21. **“PAGA Settlement Amount”** means the portion of the Gross Settlement Amount
27 that the Parties have agreed will be allocated to resolve all claims and remedies under the Labor
28 Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”) in the

amount of Ten Thousand Dollars and Zero Cents (**\$10,000.00**). The amount of the PAGA Settlement Amount is subject to Court approval pursuant to California Labor Code section 2699(l)(2). Pursuant to the PAGA, 75% of the PAGA Settlement Amount shall be paid to the California Labor and Workforce Development Agency (“the **LWDA Payment**”), and 25% of the PAGA Settlement Amount will be paid to the Aggrieved Employees.

22. “**Settlement Administration Costs**” means the costs payable from the Gross Settlement Amount to the Settlement Administrator (as defined below) for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs shall not exceed Eight Thousand Dollars and Zero Cents (**\$8,000.00**) without prior written approval by both Parties. The Settlement Administration Costs shall be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement.

23. “**Settlement Payment Check**” means the payments to all Settlement Class Members, which shall be mailed to Settlement Class Members within thirty (30) calendar days after the Effective Date.

Administration of Settlement

24. “**Settlement Administrator**” means CPT Group, Inc. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

25. “**Class List and Data**” means a list of all putative Settlement Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within thirty (30) calendar days after Preliminary Approval of this Settlement. The Class List and Data shall be formatted in Microsoft Office Excel and shall each include a column for each of the following, for each putative Settlement Class Member:

- a. First Name;
- b. Last Name;

- c. Last-four digits of Social Security Number;
- d. Most recent mailing address;
- e. Job title;
- f. Number of workweeks in which the Settlement Class Member performed work for Defendant in California at any time during the Class Period as a hourly paid, non-exempt employee.

The Settlement Administrator shall maintain the data that Defendant and participating Settlement Class Members provide as confidential, and shall not share the data with any person or entity, including Plaintiffs' counsel, except as Defendant may agree or as may be ordered by the Court.

26. **"Notice Packet"** means the Notice of Proposed Class Action Settlement, substantially in the form attached as **Exhibit A**.

27. **"Response Deadline"** means forty-five (45) days following the date the Settlement Administrator initially mails the Notice Packet to Class Members.

28. **"Notice of Objection"** means a Settlement Class Member's valid and timely written objection to the Settlement.

29. **"Request for Exclusion"** means Class members timely submission of a Request for Exclusion Form, attached as **Exhibit B**, signed by the Class Member to the Settlement Administrator via U.S. Mail indicating a request to be excluded from the Settlement.

30. **"Released Claims"**

- a. Plaintiffs' Release – Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the First Amended Class and Representative Action Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the First Amended Class and Representative Action Complaint, Plaintiffs' PAGA

1 Notice, or ascertained during the action and released under 29(b), below
2 (“Plaintiffs’ Release”). For purposes of Plaintiffs’ Release, Plaintiffs
3 expressly waive and relinquish the provisions, rights, and benefits, if any, of
4 section 1542 of the California Civil Code, which reads:

5 A GENERAL RELEASE DOES NOT
6 EXTEND TO CLAIMS THAT THE
7 CREDITOR OR RELEASING PARTY
8 DOES NOT KNOW OR SUSPECT TO
9 EXIST IN HIS OR HER FAVOR AT THE
10 TIME OF EXECUTING THE RELEASE,
11 AND THAT IF KNOWN BY HIM OR HER
12 WOULD HAVE MATERIALLY
13 AFFECTED HIS OR HER SETTLEMENT
14 WITH THE DEBTOR OR RELEASED
15 PARTY.

- 11 b. Class Members’ Release – Upon the Effective Date, Class Members who do
12 not opt out of the Settlement, on behalf of themselves and their respective
13 former and present representatives, agents, attorneys, heirs, administrators,
14 successors, and assigns, release the Released Parties from (i) all claims that
15 were alleged, or reasonably could have been alleged, based on the Class
16 Period facts stated in the First Amended Class and Representative Action
17 Complaint and ascertained in the course of the action, including without
18 limitation any and all claims based on allegations involving: (a) failure to
19 pay minimum and straight time wages; (b) failure to pay overtime wages; (c)
20 failure to provide meal periods; (d) failure to authorize and permit rest
21 periods; (e) failure to timely pay wages at termination; (f) failure to furnish
22 accurate itemized wage statements; (g) failure to indemnify employees for
23 costs and expenditures; and (h) all damages, interest, penalties, attorneys’
24 fees, and costs, and any other amounts recoverable under said causes of
25 action, to the extent permissible, including the California Labor Code and
26 applicable IWC Wage Order. Except as set forth in Section 29(c) of this
27 Agreement, Class Members who do not opt out of the Settlement do not
28 release any other claims, including claims for vested benefits, wrongful

1 termination, violation of the Fair Employment and Housing Act,
2 unemployment insurance, disability, social security, workers' compensation,
3 or claims based on facts occurring outside the Class Period.

- 4
5 c. Aggrieved Employees' Release – Upon the Effective Date, the Aggrieved
6 Employees are deemed to release, on behalf of themselves and their
7 respective former and present representatives, agents, attorneys, heirs,
8 administrators, successors, and assigns, the Released Parties from all claims
9 for PAGA penalties that were alleged, or reasonably could have been
10 alleged, based on the PAGA Period facts stated in the First Amended Class
11 and Representative Action Complaint, the PAGA Notice, and ascertained in
12 the course of the Action, including, without limitation, alleged violations of
13 California Labor Code for (a) failure to pay minimum and straight time
14 wages; (b) failure to pay overtime wages; (c) failure to provide meal periods;
15 (d) failure to authorize and permit rest periods; (e) failure to timely pay
16 wages at termination; (f) failure to furnish accurate itemized wage
17 statements; and (g) failure to indemnify employees for costs and
18 expenditures.

19 **TERMS OF AGREEMENT**

20 Plaintiffs, on behalf of themselves and the Settlement Class Members on the one hand, and
21 Defendant, on the other hand, agree as follows:

22 **DEFENDANT'S DENIAL OF WRONGDOING OR LIABILITY**

23 31. Defendant denies all allegations in the Action and maintains that it correctly
24 compensated Plaintiffs and all other Settlement Class Members in the State of California; provided
25 Plaintiffs and all Settlement Class Members in the State of California with proper meal and rest
26 periods or paid required premiums for missed or non-compliant breaks, if any; reimbursed Plaintiffs
27 and all Settlement Class Members in the State of California for all business expenses; timely paid
28 final wages and provided Plaintiffs and all Settlement Class Members in the State of California

1 with compliant, accurate itemized wage statements. Defendant further denies that this case is
2 suitable for treatment as a class action (except for the limited purposes of settlement), and otherwise
3 denies any and all wrongdoing alleged by Plaintiffs or otherwise. However, understanding the
4 expense inherent in continued litigation, Defendant believes the terms of the Settlement are fair and
5 this Settlement is in Defendant's best interest.

6 **PLAINTIFFS' CLAIMS AND THE BENEFITS OF SETTLEMENT**

7 32. Named Plaintiffs believe that the claims asserted in the Action have merit. However,
8 Named Plaintiffs and Plaintiffs' Counsel recognize the expense and length of continued
9 proceedings necessary to certify a class and to prosecute the Action against Defendant through trial
10 and through appeals, and acknowledge that Defendant would present substantial evidence and
11 arguments in support of its defenses. They have taken into account the uncertain outcome and the
12 risk of any litigation, especially in a class action, as well as the difficulties and delays inherent in
13 such litigation. Named Plaintiffs and Plaintiffs' Counsel are also mindful of the inherent problems
14 of proof in establishing, and possible defenses to, the claims asserted in Action.

15 33. Plaintiffs' Counsel have conducted a diligent investigation into the facts of the
16 action, including engaging in informal discovery and meeting and conferring with Defense Counsel
17 regarding same, interviewing Named Plaintiffs, reviewing and analyzing Plaintiffs' personnel files,
18 analyzing Defendant's timekeeping, meal and rest break and overtime policies, expense
19 reimbursement and travel policies, and analyzing timekeeping and payroll data for Plaintiffs and a
20 random sample of 20% of the putative class. Plaintiffs' Counsel have also performed a thorough
21 investigation of the facts as applied to the relevant law, evaluated the strengths and weaknesses of
22 Plaintiffs' allegations and Defendant's defenses thereto, and assessed the value of the class claims
23 using Defendant's data and preparing damages models taking into account the sharply contested
24 issues and interpretations of California law. Based on their own independent investigation and
25 evaluation, Plaintiffs' Counsel are of the opinion that the settlement with Defendant for the
26 consideration and on the terms set forth in this Agreement is fair, reasonable, adequate, and in the
27 best interest of Plaintiffs and the Settlement Class in light of all known facts and circumstances,
28 including the risk of significant delay and the uncertainty of the outcome in light of the defenses

1 asserted by Defendant.

2 In light of all the circumstances, Plaintiffs and Plaintiffs' Counsel believe that the
3 Settlement set forth in this Agreement confers substantial benefits upon the Plaintiffs and the
4 Settlement Class. Based upon their evaluation, they have determined that the settlement set forth in
5 this Agreement is in their best interests.

6 **SETTLEMENT PAYMENTS AND RELEASE**

7 34. Funding of the Gross Settlement Amount. Within thirty (30) days after final
8 approval of the Settlement, Defendant shall make a one-time deposit of the Gross Settlement
9 Amount into a Qualified Settlement Fund ("QSF") to be established by the Settlement
10 Administrator. The Gross Settlement Amount shall be used to pay:

- 11 a. Individual Settlement Payments;
- 12 b. Class Representative Service Payments;
- 13 c. Settlement Administration Costs;
- 14 d. PAGA Settlement Amount;
- 15 e. Class Counsel's Fee Payment; and
- 16 f. Class Counsel's Costs Award.

17 The QSF shall be an interest-bearing account established by the Settlement Administrator to hold
18 payments received from Defendant pursuant to this Settlement in escrow. The QSF shall be
19 controlled by the Settlement Administrator for the purposes of completing the Settlement, subject
20 to the terms of the Parties' Agreement and the Court's orders. The Settlement Administrator will
21 maintain the QSF at a federally-insured bank that is mutually acceptable to the parties and will not
22 permit any other funds to be co-mingled within the QSF. In no event shall there be any distribution
23 from the QSF until after the Effective Date and all conditions precedent specified in this Agreement
24 have been completely satisfied. If this Settlement is not finally approved by the Court in full, or is
25 terminated, rescinded, canceled or fails to become effective for any reason, or if the Effective Date
26 does not occur, then no monies shall be paid from the QSF and all monies in the QSF shall be
27 refunded to Defendant. Any interest accrued before the Individual Settlement Payments are
28 distributed shall be applied as a credit to the employer's share of payroll taxes referenced in
Paragraph 43.

1 35. Class Counsel's Fee Payment. Defendant agrees not to oppose any application or
2 motion by Plaintiffs' Counsel for attorneys' fees of not more than one third (35%) of the Gross
3 Settlement Amount, which equals One Hundred Forty One Thousand Dollars and Zero Cents
4 (**\$140,000.00**), which shall be paid from the QSF. Any portion of the Class Counsel's Fee Payment
5 not awarded to Plaintiffs' Counsel by the Court shall be added to the Net Settlement Amount. The
6 Class Counsel's Fee Payment approved by the Court shall include all work related to the
7 representation of Named Plaintiffs and putative class members, and all work related to the Action,
8 including, without limitation: (a) all work already performed related to the investigation,
9 prosecution and settlement of the Action; (b) all work to be performed in fully and finally resolving
10 the Action; and (c) all work in connection with administering the settlement. The Class Counsel's
11 Fee Payment will be treated as 1099 income in accordance with applicable law.

12 36. Class Counsel's Litigation Expenses. Defendant agrees not to oppose any
13 application or motion by Plaintiffs' Counsel for costs and expenses of not more than Thirty
14 Thousand Dollars and Zero Cents (**\$30,000.00**), which shall be paid from the QSF. Any portion of
15 the Class Counsel's Litigation Expenses not awarded by the Court to Plaintiffs' Counsel shall be
16 added to the Net Settlement Amount. The Class Counsel's Litigation Expenses approved by the
17 Court shall include all costs and expenses incurred or related to Plaintiffs' Counsel's representation
18 of Named Plaintiffs and putative class members, and all work related to the Action, including,
19 without limitation: (a) all costs and expenses related to the investigation, prosecution and settlement
20 of the Action; (b) all costs and expenses incurred in fully and finally resolving the Action; and (c)
21 all costs and expenses incurred in connection with administering the settlement. The Class
22 Counsel's Litigation Expenses will be treated as 1099 income in accordance with applicable law.

23 37. Form 1099 to Class Counsel. The Settlement Administrator (and not the
24 Defendant) shall issue an IRS Form 1099 to Plaintiffs' Counsel reflecting Class Counsel's Fee
25 Payment and Class Counsel's Costs Award, as well as all other 1099 Forms required by
26 applicable law in association with the payment of amounts pursuant to this Agreement.

27 38. Class Representative Service Payments. In recognition of their efforts in
28 prosecuting the Action on behalf of Settlement Class Members, Defendant agrees not to oppose

any request, application, and/or motion by Plaintiffs for a Class Representative Service Payments of up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each to Named Plaintiffs. The Class Representative Service Payments, which shall be paid from the Gross Settlement Amount, shall be in addition to Named Plaintiffs' Individual Settlement Payment to be paid pursuant to the Settlement. The Settlement Administrator (and not the Defendant) shall issue an IRS Form 1099 to Named Plaintiffs reflecting the Class Representative Service Payments. Any portion of the Class Representative Service Payments not awarded to Named Plaintiffs by the Court shall be added to the Net Settlement Amount.

39. Settlement Administration Costs. The Settlement Administration Costs shall be paid for the reasonable costs of administration of the Settlement. The Settlement Administration Costs shall not exceed Eight Thousand Dollars and Zero Cents (\$8,000.00) without prior written approval by both Parties. Any portion of the Settlement Administration Costs not allowed by the Court shall be added to the Net Settlement Amount.

40. PAGA Settlement Amount and LWDA Payment. Subject to Court approval, the Parties agree that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) from the Gross Settlement Amount shall be designated for satisfaction of Plaintiffs' and Settlement Class Members' PAGA claims. Pursuant to the PAGA, Seventy-Five Percent (75%), *i.e.* Seven Thousand and Five Hundred Dollars and Zero Cents (\$7,500.00), of the PAGA Settlement Amount shall constitute the LWDA Payment and be paid to the LWDA, Two Thousand and Five Hundred Dollars and Zero Cents (\$2,500.00), shall be paid to the Aggrieved Employees. Any portion of the LWDA Payment not approved by the Court shall be added to the Net Settlement Amount.

41. Notice of Settlement to LWDA. In conjunction with or prior to filing their Motion for Preliminary Approval, Plaintiffs' Counsel will submit the proposed Settlement to the LWDA, in accordance with Labor Code section 2699, subdivision (l)(2).

42. Net Settlement Amount. The Net Settlement Amount shall be used to satisfy Individual Settlement Payments to Settlement Class Members in accordance with the terms of this Agreement. Settlement Class Members are entitled to 100% of the Net Settlement Amount. Defendant maintains no reversionary right to any portion of the Net Settlement Amount.

43. Tax Treatment of Individual Settlement Payments. All Individual Settlement Payments shall be allocated as follows: 33% wages, for which a W-2 shall be issued, and 67% interest, penalties, and reimbursements, for which a 1099 shall be issued. Defendant shall be solely responsible for paying the employer's share of payroll taxes on any amounts allocated as wages, which amount shall be paid separately from the Gross Settlement Amount after allocation of interest earned, if any, on the QSF. Each Settlement Class member shall be solely responsible for the reporting and payment of any federal, state and/or local tax obligations, other than the employer's share of payroll taxes. Named Plaintiffs and Settlement Class Members will not seek any indemnification from Defendant or any of the Released Parties with respect thereto. It is understood and agreed that Defendant makes no representations with respect to the tax consequences of any payment associated with the Settlement.

44. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Settlement Class Members under this Agreement, as well as any other payments made pursuant to this Agreement, shall not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Class Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, paid time-off plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which any Settlement Class Members may be entitled under any benefit plans. The Parties agree that the amounts paid pursuant to this Settlement are not for hours worked, and are not included toward any regular rate of pay calculation, or any benefit vesting or accrual purpose.

45. General Release by Named Plaintiffs. As part of this Settlement, Plaintiffs are executing a release of all claims against Defendant, which includes a waiver under California Civil Code section 1542. Such general release will only be effective as of the Effective Date, and only if this Settlement is given final approval by the Court.

46. Nonassistance. Plaintiffs agree that they will not voluntarily assist, aid, encourage, or cooperate with any other person or entity in threatening, commencing, instituting, maintaining, litigating, or prosecuting any claims, charges, complaints, actions, causes of action, suits,

grievances, controversies, disputes, or demands of any kind, nature, description, or character whatsoever against Defendant, except as required by court order or otherwise by law.

47. Class Action Certification. The parties are agreeing to class certification for settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an admission of any kind by Defendant, including without limitation, that certification of a class for trial or any other purpose is appropriate or proper or that Plaintiffs can establish any of the requisite elements for class or representative treatment of any of the claims in this Action.

If, for any reason, the Settlement is not approved, this Agreement will be void and the Parties will be restored to their respective positions as if they had not entered into this Agreement. The Parties further agree that this Agreement will not be admissible in this or any other proceeding as evidence that either (i) a class action should be certified, or that this matter may proceed as a representative action; or (ii) Defendant is liable to Plaintiffs or any Settlement Class Member, other than according to the Settlement's terms. In the event that the Settlement is not approved or otherwise voided, Defendant expressly reserves all rights to challenge certification of a class, or Plaintiffs' ability to maintain a representative action, for all purposes in the Action.

48. Non-Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local

1 or other applicable law.

2 49. Escalator Clause. Defendant has represented that there are approximately 8,475
3 work weeks from September 29, 2019 to June 19, 2024 (“Base Period”). This is a material
4 representation for Plaintiffs to enter into this agreement. Should the actual number of work weeks
5 allocated to the Base Period increase beyond 10% (not including time from June 19 to August 19),
6 Defendant shall increase the Gross Settlement Amount apportioned to the class claims on a pro-
7 rata basis equal to the percentage increase in the number of work weeks worked by the class
8 members above 10% (e.g. if the number of work weeks increases by 11%, the Gross Settlement
9 Amount apportioned to the class claims will increase by 1%). Similarly, Defendant has also
10 represented that there are approximately 4,330 pay periods for all non-exempt employees who
11 worked for Defendant in California at any time from November 22, 2022 to June 19, 2024. This is
12 also a material representation for Plaintiffs to enter into this agreement. Should the actual number
13 of pay periods increase beyond 10% during this time period, Defendant shall increase the Gross
14 Settlement Amount apportioned to PAGA on a pro-rata basis equal to the percentage increase in
15 the number of pay periods worked by the PAGA representative group above 10% (e.g. if the number
16 of pay periods increases by 11%, the Gross Settlement Amount apportioned to PAGA will increase
17 by 1%).

18 ADMINISTRATION OF SETTLEMENT

19 50. Delivery of the Class Lists and Data. Within thirty (30) calendar days after
20 Preliminary Approval of this Settlement, Defendant shall provide the Class List and Data to the
21 Settlement Administrator.

22 51. Notice Packets. All putative Settlement Class Members will be mailed a Notice
23 Packet, attached as **Exhibit A**, which provides:

- 24 a. Information regarding the nature of the Action;
- 25 b. A summary of the Settlement’s principal terms;
- 26 c. The Settlement Class definition;
- 27 d. Each Settlement Class Member’s estimated Individual Settlement Payment
28 and the formula for calculating Individual Settlement Payments;
- e. The dates which comprise the Class Period;

- f. Instructions on how to submit valid Requests for Exclusion, or Notice of Objection, and the Request for Exclusion Form, attached as **Exhibit B**.
- g. The Response Deadline;
- h. The date for the final approval hearing, and
- i. The Released Claims and Released Parties.

52. Notice by First-Class U.S. Mail. Within fifteen (15) calendar days after receiving the Class List and Data from Defendant, the Settlement Administrator shall mail a Notice Packet to all putative Settlement Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses, to be identified by reviewing the Class List and Data and performing a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes.

53. Re-Mailing of Returned Notices. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator shall indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the putative Settlement Class Member involved, and shall then perform a re-mailing. Those putative Settlement Class Members who receive a re-mailed Notice Packet shall have the later of (i) an additional fifteen (15) days from the remailing or (ii) the Response Deadline, to respond. The Parties agree to cooperate with the Settlement Administrator to locate a more recent address for putative Settlement Class Members, where necessary.

54. Request for Exclusion Procedures. Any putative Settlement Class Member may opt-out from the Settlement by signing and returning a written Request for Exclusion to the Settlement Administrator postmarked within the Response Deadline. The Request for Exclusion Form will be included in the Notice Packet and in the same form as **Exhibit B**. Completed Request for Exclusion Forms must:

- a. Contain the name, address, telephone number, and the last four digits of the Social Security number of the person requesting exclusion;

- b. Clearly state that the putative Settlement Class Member does not wish to be included in the Settlement;
- c. Be signed by the putative Settlement Class Member;
- d. Be returned by mail to the Settlement Administrator at the specified address; and
- e. Be postmarked on or before the Response Deadline.

The date of the postmark on the return mailing envelope shall be the exclusive means to determine whether a Request for Exclusion has been timely submitted. By submitting such a Request for Exclusion, a putative Settlement Class Member shall be deemed to have exercised his or her option to opt out of the Settlement and not be bound by this Agreement. Accordingly, a putative Settlement Class Member that timely submits a valid Request for Exclusion will not be entitled to any payments under this Settlement. A putative Settlement Class Member who does not request exclusion from the Settlement shall be deemed a Settlement Class Member and will be bound by all terms of the Settlement, if the Settlement is granted final approval by the Court.

55. Settlement Terms Bind All Settlement Class Members Who Do Not Opt-Out. Any Settlement Class Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid Request for Exclusion shall be bound by all of the terms of the Settlement, including those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court.

56. Objection Procedures. Any Settlement Class Member who does not opt-out of this Settlement shall be entitled to object to the Settlement. The Notice of Objection must:

- a. Contain the name, address, telephone number, and the last four digits of the Social Security number of the person objecting to the Settlement;
- b. Clearly state that the Settlement Class Member wishes to be included in the Settlement and does not wish to opt out of the Settlement;
- c. State the basis for the objection;
- d. Be signed by the Settlement Class Member;
- e. Be returned by mail to the Settlement Administrator at the specified address

(after which the Settlement Administrator shall be responsible for providing the Notice of Objection to the Parties); and

f. Be postmarked on or before the Response Deadline.

The date of the postmark on the return mailing envelope shall be the exclusive means to determine whether a Notice of Objection has been timely submitted.

57. Notwithstanding any other term of this Settlement, all Settlement Class Members who do not opt-out from this Settlement will have a right to appear at the final approval hearing in order to have their objections heard by the Court, at their own expense. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit written objections to the Settlement or appeal from the Order and Judgment. Neither Class Counsel nor Defense Counsel shall represent any Settlement Class Members with respect to any such objections to this Settlement. Any putative Settlement Class Member who opts-out of this Settlement shall not be allowed to object to this Settlement. If any putative Settlement Class Member both submits a Request for Exclusion and objects, the Request for Exclusion shall be disregarded and the individual shall be deemed a Settlement Class Member whose objection shall be addressed.

58. Defendant's Option To Nullify Settlement. Defendant has the right in its sole discretion to withdraw from the Settlement, by giving written notice to Class Counsel, if (a) any person successfully objects to or appeals from (*i.e.*, files and ultimately wins any appeal) the final judgment entered following court approval of the Settlement, or (b) more than ten percent (10%) of the putative Settlement Class Members opt out of the settlement by submitting valid and timely Requests For Exclusion. The Parties agree that they will not encourage any Settlement Class Member to object to, or to opt out of, the Settlement.

59. Plaintiffs' Option to Nullify Settlement. If the Settlement Class at the time preliminary approval is entered includes more than 120 individuals (excluding Class Memebers hired after May 1, 2024), Plaintiffs shall have the option, in its sole discretion, to withdraw from the Settlement. Notice of the exercise of this option must be in writing and communicated no later than 15 days after Plaintiffs are advised of the total number of Settlement Class members on the

day Preliminary Approval is entered.

60. Certification Reports Regarding Administration of Settlement. The Settlement Administrator shall provide Defendant's counsel and Plaintiffs' Counsel a weekly report that certifies the number of putative Settlement Class Members who have submitted valid Requests for Exclusion and Notices of Objection. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement as needed or reasonably requested.

61. Distribution and Timing of Individual Settlement Payments. Within (30) calendar days after the Effective Date of the Settlement, the Settlement Administrator shall issue the following payments:

- a. Individual Settlement Payments, to Settlement Class Members;
- b. Class Representative Service Payments, to Plaintiffs;
- c. Settlement Administration Costs, to itself;
- d. The PAGA Settlement Amount, to the LWDA and Aggrieved Employees;
- e. Class Counsel's Fee Payment, to Plaintiffs' Counsel; and
- f. Class Counsel's Litigation Expenses, to Plaintiffs' Counsel.

62. Uncashed Settlement Payment Checks. Any checks issued by the Settlement Administrator to Settlement Class Members will be negotiable for one-hundred eighty (180) calendar days. After one-hundred eighty (180) calendar days from the date of mailing, the checks shall become null and void, and any monies remaining in the distribution account shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Procedure Code § 1500 *et seq.*, for the benefit of those Settlement Class Members who did not cash their checks until such time that they claim their property. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether or not they all cash their checks representing their Individual Settlement Payments. In such event, those Settlement Class Members will nevertheless remain bound by the Settlement.

63. Certification of Completion. Upon completion of administration of the Settlement,

the Settlement Administrator shall provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

64. Administration Costs if Settlement Fails or is Delayed. If the Settlement does not receive final approval by the Court, or is voided or rescinded, any costs incurred by the Settlement Administrator shall be borne equally by Defendant and Plaintiffs.

65. Administration of Taxes by the Settlement Administrator. The Settlement Administrator shall be responsible for issuing to Plaintiffs, Settlement Class Members, and Plaintiffs' Counsel, W-2 forms, 1099 forms, or other tax forms as may be required by law, for all amounts paid pursuant to this Agreement.

66. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and Settlement Class Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard. Plaintiffs and Settlement Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective payments described herein, other than the employer's share of payroll taxes on amounts allocated to W-2 wages, and will defend, indemnify, and hold Defendant free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

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

APPROVAL OF SETTLEMENT

68. Termination of Settlement. This Settlement is contingent upon approval and certification by the Court, and Defendant is agreeing to stipulate to certification of a class for settlement purposes only. In the event that the Settlement shall terminate by reason of Defendant's exercise of the option described in Paragraph 58 or Plaintiffs' exercise of the option described in Paragraph 59, or in the event that the settlement is not approved in its entirety by the Court, or in the event that the judgment otherwise does not become final: (a) no payments shall be due or made

by or on behalf of Defendant to anyone; (b) the Settlement shall be deemed null and void with no effect on the Action whatsoever; (c) any judgment or order entered by the Court in accordance with the terms of the Settlement shall be treated as vacated, *nunc pro tunc*, including but not limited to any order certifying a class; (d) the Court will provide notice that the Settlement will not proceed and that, as a result, no payments will be made; (e) the parties shall resume the Action as if no Settlement had been reached; (f) no party shall be deemed to have waived any claims, objections, rights or defenses, or legal arguments or positions, including, but not limited to, objections to certification of a class action and claims and defenses on the merits, and documents generated or orders issued related to the Settlement will not be admissible in any future proceeding in this or any other action; and (g) the parties will revert to their positions in the Action prior to the time the Settlement was reached.

69. Preliminary Approval Hearing. Plaintiffs shall request a hearing before the Court to seek the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval Order: (i) preliminarily approving the proposed Settlement, and (ii) setting a date for a final approval/settlement fairness hearing. The Preliminary Approval Order shall provide for the Notice Packet to be sent to all putative Settlement Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs shall submit this Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice Packet, attached to this Agreement as **Exhibit A.**

70. Final Settlement Approval Hearing. Upon expiration of the Response Deadline, and with the Court's permission, a final approval/settlement fairness hearing shall be conducted to determine the final approval of the Settlement along with the amounts properly payable for:

- a. Individual Settlement Payments;
- b. Class Representative Service Payments;
- c. Settlement Administration Costs;
- d. PAGA Settlement Amount;
- e. Class Counsel's Fee Payment; and
- f. Class Counsel's Litigation Expenses.

1 Plaintiffs' Counsel will be responsible for drafting all documents necessary to obtain final
2 approval. Plaintiffs' Counsel will also be responsible for drafting the attorneys' fees and costs
3 application to be heard at the final approval hearing.

4 71. Entry of Judgment and Continued Jurisdiction. Concurrent with the motion for final
5 approval, the Parties shall also jointly seek the entry of Judgment consistent with the terms of this
6 Agreement. After entry of the Judgment, the Court shall have continuing jurisdiction solely for
7 purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii)
8 Settlement administration matters, and (iii) such post-judgment matters as may be appropriate
9 under court rules or as set forth in this Agreement.

10 **MISCELLANEOUS PROVISIONS**

11 72. Return of Materials. Within five (5) days after the Effective Date, Named Plaintiffs
12 and Plaintiffs' Counsel shall return all originals and duplicate copies of all materials or information
13 produced or obtained from Defendant in connection with the Action or the Settlement or confirm
14 in writing that digital copies of any produced materials have been permanently deleted.

15 73. Exhibits Incorporated by Reference. The terms of this Agreement include the terms
16 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
17 herein. Any Exhibits to this Agreement are an integral part of the Settlement.

18 74. Media. Named Plaintiffs and Plaintiffs' Counsel shall not (a) publish or post the
19 terms of the Settlement, or (b) issue a press release or otherwise disclose or discuss the terms of
20 Settlement with any third party, including but not limited to any members of the media, and shall
21 not otherwise intentionally disclose or cause any discussion of the Settlement to be reported
22 publicly (other than as required pursuant to the judicial approval process), such as via the media or
23 the internet. Without limiting the generality of the foregoing, Plaintiffs' Counsel shall not publicize
24 this Settlement, or any facts related thereto, on counsel's websites or in any advertising materials.
25 Named Plaintiffs and Plaintiffs' Counsel shall limit their direct communications with any third
26 party, including media representatives (other than Settlement Class Members), regarding the Action
27 or the Settlement to stating that "the matter was resolved" or words to that effect. Named Plaintiffs
28 and Plaintiffs' Counsel may describe the terms of the Settlement to Settlement Class Members prior

1 to final approval so long as any such Settlement Class Member is advised that the terms of the
2 Settlement have not yet been finally approved by the Court. It shall not be a violation of this
3 provision for Plaintiffs' Counsel at any time to advise their clients in any fashion, or for the Named
4 Plaintiffs to disclose the terms of the Settlement with his spouse, accountants, and tax advisors on
5 the condition that they agree to keep the terms and existence of the Settlement confidential.

6 75. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety
7 of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
8 may be deemed binding on the Parties.

9 76. Disputes Regarding This Agreement. If the Parties have a dispute with regard to the
10 language of the Agreement, the Parties agree to informally resolve the dispute by engaging
11 Monique Ngo-Bonnici to mediate such dispute. Any costs incurred as a result of retaining Ms.
12 Ngo-Bonnici to resolve any such dispute shall be borne equally by Defendant and Plaintiffs, unless
13 otherwise specified in this Agreement.

14 77. Amendment or Modification. This Agreement may be amended or modified only
15 by a written instrument signed by the Parties or their successors-in-interest.

16 78. Authorization to Enter Into Agreement. Counsel for all Parties warrant and
17 represent that they are expressly authorized by the Parties whom they represent to negotiate this
18 Agreement and to take all appropriate action required or permitted to be taken by such Parties
19 pursuant to this Agreement to effectuate its terms and to execute any other documents required to
20 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
21 and use their best efforts to effect the implementation of the Settlement. If the Parties are unable
22 to reach agreement on the form or content of any document needed to implement the Settlement,
23 or on any supplemental provisions that may become necessary to effectuate the terms of this
24 Settlement, the Parties agree to informally resolve the dispute by engaging Monique Ngo-Bonnici
25 to mediate such dispute. Any costs incurred as a result of retaining Ms. Ngo-Bonnici to resolve
26 any such dispute shall be borne equally by Defendant and Plaintiffs, unless otherwise specified in
27 this Agreement.

28 79. Binding on Successors and Assigns and Heirs. This Agreement shall be binding

upon, and inure to the benefit of, the successors or assigns or heirs of the Parties hereto, as previously defined.

80. California Law Governs. All terms of this Agreement and Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

81. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, shall be deemed to be one and the same instrument provided that counsel for the Parties shall exchange among themselves original signed counterparts.

82. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement.

83. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to find all provisions of this Agreement valid and enforceable. Any invalid, illegal, or unenforceable provision determined by the Court shall in no way affect any other provision if Defendant and Plaintiffs' Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

84. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that Plaintiffs or Plaintiffs' Counsel may appeal any reduction in the Class Counsel's Fee or Litigation Expenses below the amount Plaintiffs' Counsel requests, and either party may appeal any order that materially alters the Agreement's terms.

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

provisions of this Agreement.

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

87. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement shall not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

88. Representation By Counsel. The Parties acknowledge that they have been represented by able and competent counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Further, Plaintiffs and Plaintiffs' Counsel warrant and represent that there are no liens on the Agreement.

89. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement.

90. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement shall be fully enforceable and binding on all Parties, and agree that it shall be admissible and subject to disclosure in any proceeding to enforce its terms.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class Action Settlement Agreement and Release Between Plaintiffs and Defendant as of the date(s) set forth below:

[SIGNATURE PAGE FOLLOWS]

SIGNATURES

READ THE ENTIRE AGREEMENT CAREFULLY BEFORE SIGNING

PLAINTIFFS

DocuSigned by:

C515B166F7274D0...

5/14/2025

Dated: __, 2025

Amilcar Alvarado

Dated: __, 2025

Oswaldo Corona

DEFENDANT:
URS OPERATIONS, LLC

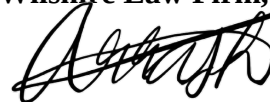
Dated: __, 2025

Tora Crawford

APPROVED AS TO FORM

Dated: May 27__, 2025

Wilshire Law Firm, PLC



Arrash T. Fattahi
Attorneys for Plaintiffs
Amilcar Alvarado and Oswaldo Corona

DATED: __, 2025

DORSEY & WHITNEY LLP

Gabrielle M. Wirth
Jaycie J. Cruz
Attorneys for Defendant
URS Operations, LLC

SIGNATURES

READ THE ENTIRE AGREEMENT CAREFULLY BEFORE SIGNING

PLAINTIFFS

Dated: __, 2025

Amilcar Alvarado

Dated: __, 2025

Oswaldo Corona

DEFENDANT:
URS OPERATIONS, LLC

Dated: May 20, 2025

DocuSigned by:

096EEB4C18944C2...

APPROVED AS TO FORM

Dated: __, 2025

Wilshire Law Firm, PLC

Arrash T. Fattahi
Attorneys for Plaintiffs
Amilcar Alvarado and Oswaldo Corona

DATED: May 20, 2025

DORSEY & WHITNEY LLP



Gabrielle M. Wirth
Jaycie J. Cruz
Attorneys for Defendant
URS Operations, LLC

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Alvarado, et al. v. URS Operations, LLC, Los Angeles County Superior Court, Case No. 23STCV23711

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against *URS Operations, LLC* (“URS”) for alleged wage and hour violations. The Action was filed by former URS employees Amilcar Alvarado and Oswaldo Corona (“Plaintiffs”) and seeks payment of back wages and other relief for a class of non-exempt, hourly-paid employees (“Class Members”) who worked for URS in California during the **Class Period (September 29, 2019 to August 19, 2024)**; and (2) penalties under the California Private Attorneys General Act (“PAGA”) for a group of non-exempt, hourly-paid employees who worked for URS in California during the **PAGA Period (November 22, 2022 to August 19, 2024)** (“Aggrieved Employees”).

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

Based on URS’s records, and the Parties’ current assumptions, **your Individual Settlement Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to URS’ records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on URS’ records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires URS to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against URS.

If you worked for URS 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 Settlement Payment and/or an Individual PAGA Payment. As a Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against URS.

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against URS that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [date]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for an Individual Settlement Payment. If you opt out of the settlement, you cannot 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. URS must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [date]	All Class Members who do not opt-out can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the [date] 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. Class Members who do not opt out 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/Pay Periods Written Challenges Must be Submitted by [date]	The amount of your Individual Settlement Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number workweeks and number of pay periods you worked according to URS' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [date]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former URS employees. The Action accuses URS of violating California labor laws by failing to pay minimum, straight time, and overtime wages, failing to provide meal periods and rest breaks, failing to pay wages due upon termination, failing to provide accurate itemized wage statements, and failing to indemnify employees for expenditures. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under PAGA. Plaintiffs are represented by an attorney in the Action: Arrash T. Fattahi of Wilshire Law Firm, PLC ("Class Counsel").

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

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

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

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) URS has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily

approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. URS Will Pay \$400,000.00 as the Gross Settlement Amount (Gross Settlement). URS has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Settlement Payments, Individual PAGA Payments, the Class Representative Service Payments, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, URS will fund the Gross Settlement within 30 days of the Court granting final approval of the Settlement. The Judgment will be final on the date the Court enters Judgment, or a later date if Class Members object to the proposed Settlement or the Judgment is appealed.

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

- A. Up to \$140,000.00 (35% of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to \$30,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$7,500.00 to each Plaintiffs for filing the Action, working with Class Counsel and representing the Class.
- C. Up to \$8,000.00 to the Administrator for services administering the Settlement.
- D. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their pay periods.

Class Members have the right to object to any of these deductions if they do not opt-out. The Court will consider all objections.

2. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Settlement Payments to Class Members based on their workweeks.
3. Taxes Owed on Payments to Class Members. Plaintiffs and URS are asking the Court to approve an allocation of 33% of each Individual Settlement Payment to taxable wages and 67% to penalties and interest. The wage portion is subject to withholdings and will be reported on IRS W-2 Forms. URS will separately pay employer payroll taxes it owes on the wage portion. The Individual PAGA Payments are counted as penalties rather than

wages for tax purposes. The Administrator will report the Individual PAGA Payments and the non-wage Portions of the Individual Settlement Payments on IRS 1099 Forms.

Although Plaintiffs and URS 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.

4. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement 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 transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member.
5. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Class Member, participating fully in the Class 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 [date]. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members will not receive Individual Settlement Payments but will preserve their rights to personally pursue wage and hour claims against URS.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against URS based on the PAGA Period facts alleged in the Action.

6. 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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and URS have agreed that, in either case, the Settlement will be void: URS will not pay any money and Class Members will not release any claims against URS.
7. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (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.
8. Class Members' Release. Upon the Effective Date, Class Members who do not opt out of the Settlement, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from (i) all claims that were alleged, or reasonably could have been

alleged, based on the Class Period facts stated in the First Amended Class and Representative Action Complaint and ascertained in the course of the action, including without limitation any and all claims based on allegations involving: (a) failure to pay minimum and straight time wages; (b) failure to pay overtime wages; (c) failure to provide meal periods; (d) failure to authorize and permit rest periods; (e) failure to timely pay wages at termination; (f) failure to furnish accurate itemized wage statements; (g) failure to indemnify employees for costs and expenditures; and (h) all damages, interest, penalties, attorneys' fees, and costs, and any other amounts recoverable under said causes of action, to the extent permissible, including the California Labor Code and applicable IWC Wage Order. Except as set forth in Section 29(c) of the Agreement, Class Members who do not opt out of the Settlement do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

9. Aggrieved Employees' Release. Upon the Effective Date, the Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the First Amended Class and Representative Action Complaint, the PAGA Notice, and ascertained in the course of the Action, including, without limitation, alleged violations of California Labor Code for (a) failure to pay minimum and straight time wages; (b) failure to pay overtime wages; (c) failure to provide meal periods; (d) failure to authorize and permit rest periods; (e) failure to timely pay wages at termination; (f) failure to furnish accurate itemized wage statements; and (g) failure to indemnify employees for costs and expenditures.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Payments. The Administrator will calculate Individual Settlement Payments by (a) dividing the Net Settlement Amount by the total number of workweeks worked by all Class Members who do not opt out, and (b) multiplying the result by the number of workweeks worked by each individual Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500 by the total number of pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of pay periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class workweeks you worked during the Class Period and the number of pay periods you worked during the PAGA Period, as recorded in URS' records, are stated in the first page of this Notice. You have until [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.

The Administrator will accept URS's calculation of workweeks and/or pay periods based on URS' 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 Class Members) and URS' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Class Members. The Administrator will send, by U.S. mail, a single check to every Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Settlement Payment and the Individual PAGA Payment.
2. Class Members (who opt out). The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement.

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 (Request for Exclusion) with your name, present address, and telephone number. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Alvarado, et al. v. URS Operations, LLC*, and include your identifying information. **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 Class Members who have not opted out of the Settlement have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and URS are asking the Court to approve. At least 16 days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, the amount Class Counsel is requesting for attorneys' fees and litigation expenses, and the amount Plaintiffs are requesting as the Class Representative Service Awards. 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 [need details] or the Court's website [need details].

A Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs 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 *Alvarado, et al. v. URS Operations, LLC*, and include your name, current address, telephone number, and approximate dates of employment for URS and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [date] at [time] in Department 10 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 N. Spring St., Los Angeles, California 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, 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 (<https://www.lacourt.org/casesummary/ui/>).

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [need details] 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 URS and Plaintiffs 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 [specify whose] at [URL of 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://www.lacourt.org/casesummary/ui/>) and entering the Case Number for the Action, Case No. 23STCV23711.

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

Class Counsel:
Arrash T. Fattahi, Esq
WILSHIRE LAW FIRM

Settlement Administrator:
CPT Group, Inc.
XXX

3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010
Telephone: (213) 784-3830
arrash.fattahi@wilshirelawfirm.com

XXX
Telephone: XXX
Facsimile: XXX

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.

11. WHAT IF I CHANGE MY ADDRESS?

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

Exhibit B

**[COMPLETE THIS FORM *ONLY IF YOU CHOOSE TO*
NOT PARTICIPATE IN THIS SETTLEMENT AND
CHOOSE NOT TO RECEIVE A SETTLEMENT SHARE]**

OPT-OUT FORM / REQUEST FOR EXCLUSION

Alvarado, et al. v. URS Operations, LLC
LOS ANGELES SUPERIOR COURT CASE NUMBER 23STCV23711

INSTRUCTIONS: TO OPT-OUT OF THE SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE **[+45 DAYS FROM MAILING]**, ADDRESSED TO:

CPT GROUP, INC.

XXX
XXX

Please fill in all of the following information (type or print):

NAME (First, Middle, Last): _____
STREET ADDRESS: _____
CITY, STATE, ZIP CODE: _____
TELEPHONE NUMBERS: Home: _____ Work: _____

**IT IS STRONGLY RECOMMENDED THAT YOU RETAIN PROOF OF MAILING
THIS FORM POSTMARKED ON OR BEFORE **[DATE]**.**

I **[insert your name]** _____ wish to be excluded from the Settlement Class in the case of *Alvarado, et al. v. URS Operations, LLC*, Los Angeles Superior Court, Case Number 23STCV23711.

I understand I will not receive money from the proposed class action settlement.

I further verify that the following is true: My name, address and other contact information are accurately set forth above. I received and had the opportunity to read the Notice of Proposed Class Action Settlement that was sent to me along with this Opt-Out Form. I understand that by signing this side of the form, I voluntarily choose to exclude myself from the proposed settlement of this class action. **I understand that by excluding myself, I may not accept any money allocated for me in the proposed settlement and may not object to the settlement.** On the other hand, I also understand that if I wish to assert any claims related to those set forth in this lawsuit in my individual capacity, I shall have to do so separately. I understand that any such claims are subject to strict time limits, known as statutes of limitations, which restrict the time within which I may file any such action. I understand that I should consult with an attorney at my own expense if I wish to obtain advice regarding my rights with respect to this settlement or my choice to opt out of the settlement. Defendant has not encouraged me to opt out, and I choose to opt out of my own free will.

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

Signed: _____

Date: _____

Print Name: _____

Last four digits of Social Security Number _____

EXHIBIT 2



ELM Solutions

2022 Real Rate Report[®]

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

Table of Contents - 2022 Real Rate Report

A Letter to Our Readers • 4

Report Use Considerations • 5

Section I: High-Level Data Cuts • 8

- Partners, Associates, and Paralegals
- Partners, Associates, and Paralegals by Practice Area and Matter Type
- Partners and Associates by City
- Partners and Associates by City and Matter Type
- Partners by City and Years of Experience
- Associates by City and Years of Experience
- Partners and Associates by Firm Size and Matter Type

Section II: Industry Analysis • 63

- Partners, Associates, and Paralegals by Industry Group
- Partners and Associates by Industry Group and Matter Type
- Basic Materials and Utilities
- Consumer Goods
- Consumer Services
- Financials (Excluding Insurance)
- Health Care
- Industrials
- Technology and Telecommunications

Section III: Practice Area Analysis • 84

- Bankruptcy and Collections
- Commercial
- Corporate: Mergers, Acquisitions, and Divestitures
- Corporate: Regulatory and Compliance
- Corporate: Other
- Employment and Labor
- Environmental
- Finance and Securities
- General Liability (Litigation Only)
- Insurance Defense (Litigation Only)
- Intellectual Property: Patents
- Intellectual Property: Trademarks
- Intellectual Property: Other
- Real Estate

Section IV: In-Depth Analysis for Select US Cities • 172

- Boston, MA
- Chicago, IL
- Los Angeles, CA
- New York, NY
- Philadelphia, PA
- San Francisco, CA
- Washington, DC

Section V: International Analysis • 191

Section VI: Matter Staffing Analysis • 221

Appendix: Data Methodology • 226

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).

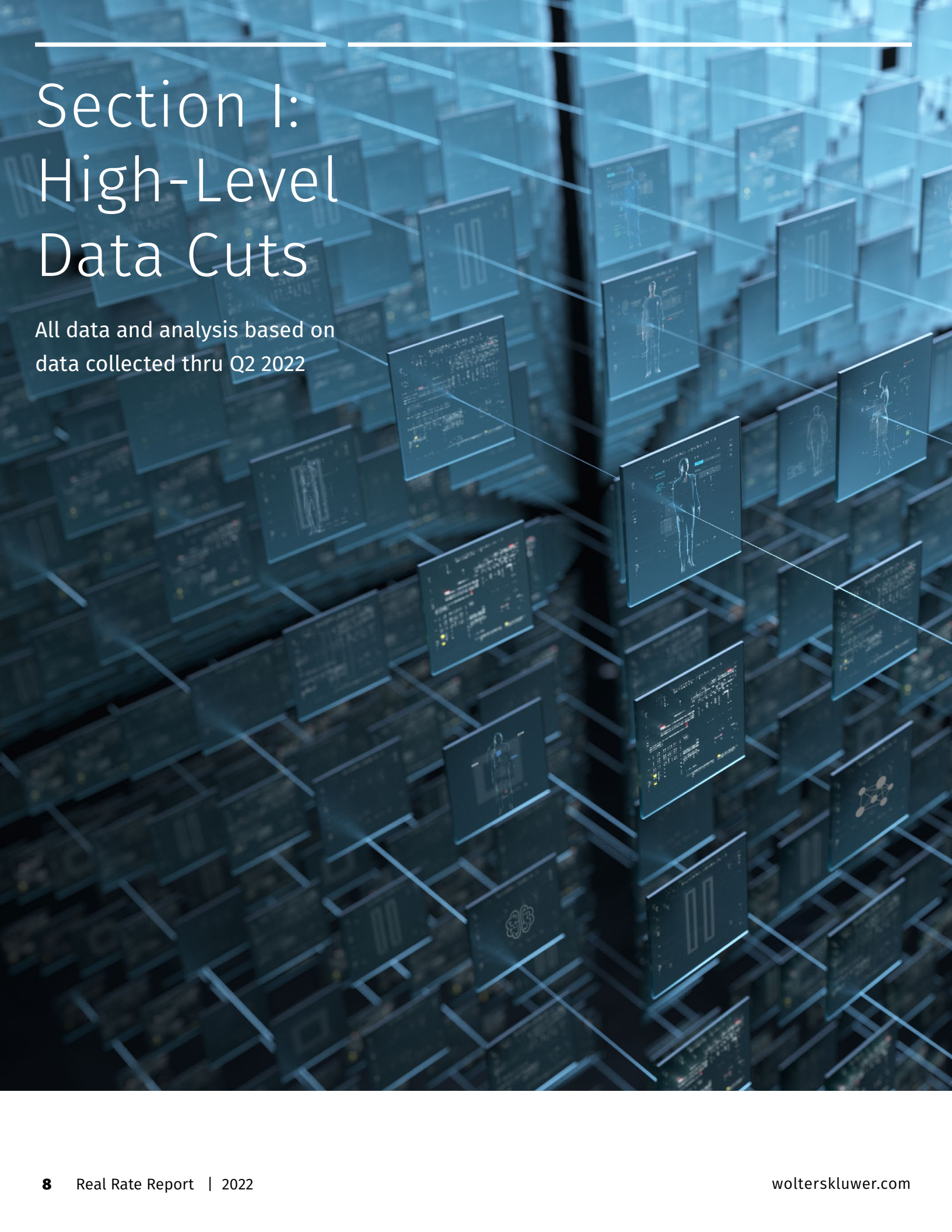
Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural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



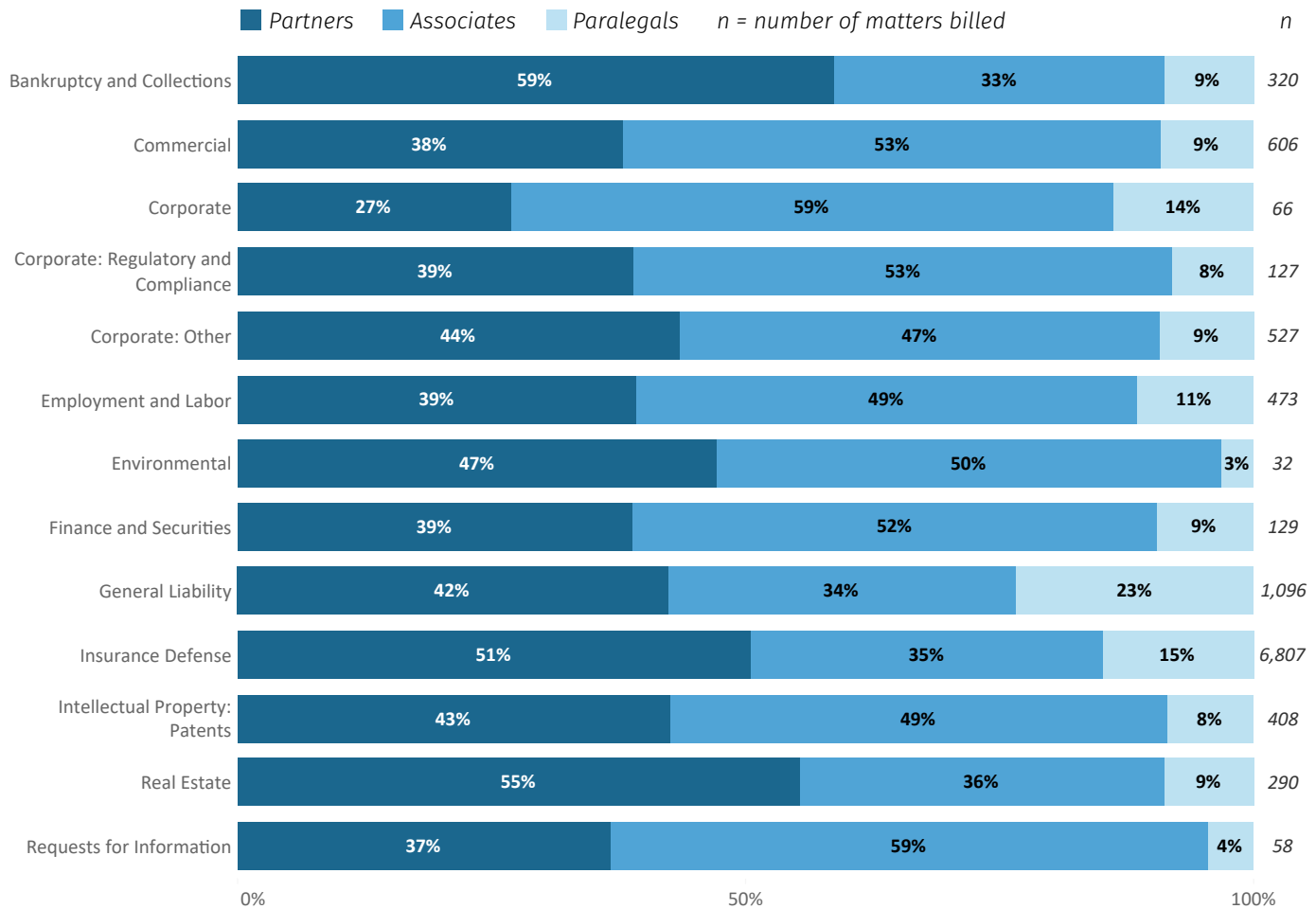
Section VI: Matter Staffing Analysis

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 3

Free Newsletter Sign Up

Business & Practice

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

By Roy Strom

Column

June 9, 2022, 2:30 AM

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

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

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

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

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

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

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

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

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

Charge It Up

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

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

Source: Court documents

Bloomberg Law

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Worth Your Time

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

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

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



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

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

Documents

[Trustee's Objection](#)

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Aug. 12, 2021, 3:00 AM

Law Firms

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

Topics

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

Companies

Johnson & Johnson
Thomson Reuters Corp

EXHIBIT 4

Wilshire Law Firm, PLC
Transaction Detail by Account
All Transactions

3/17/2026
Accrual Basis

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Amount</u>	<u>Balance</u>
COS					
Legal Expenses Fees					
	6/6/2023	848413295	Legal Research	\$15.24	\$15.24
	11/24/2023		PAGA Fee	\$75.00	\$75.00
	2/5/2024	117437	Parking Fees	\$130.00	\$130.00
	7/9/2024	850416485	Legal Research	\$19.23	\$19.23
Total LEGAL EXPENSES FEES				\$239.47	\$239.47
Expert Fees					
	6/27/2024	10418	Expert Fees	3,320.00	3,320.00
Total EXPERT FEES				3,320.00	\$3,559.47
Mediation Fees					
	12/26/2023	56000	Mediation Fee	\$7,950.00	\$7,950.00
Total MEDIATION FEES				\$7,950.00	\$11,509.47
Process Service Fees					
	9/29/2023	21321850	Attorney Services	\$1,494.99	\$1,494.99
	10/4/2023	65822	Attorney Services	\$135.00	\$135.00
	11/1/2023	66908	Attorney Services	\$145.00	\$145.00
	11/3/2023	67028	Attorney Services	\$45.00	\$45.00
	11/8/2023	21593856	Attorney Services	\$18.69	\$18.69
	2/7/2024	22174424	Attorney Services	\$19.71	\$19.71
	3/6/2024	22389157	Attorney Services	\$40.30	\$40.30
	3/29/2024	22560480	Attorney Services	\$19.71	\$19.71
	5/8/2024	22856312	Attorney Services	\$20.74	\$20.74
	5/9/2024	324943	Attorney Services	\$113.43	\$113.43
	6/6/2024	22174424(2)	Attorney Services	\$1.00	\$1.00
	6/6/2024	22389157(2)	Attorney Services	\$1.00	\$1.00
	6/6/2024	22560480(2)	Attorney Services	\$1.00	\$1.00
	8/1/2024	335886	Attorney Services	\$153.00	\$153.00
	11/4/2024	347371	Attorney Services	\$147.00	\$147.00
	2/3/2025	359217	Attorney Services	\$147.00	\$147.00
	3/5/2025	367530	Attorney Services	\$49.00	\$49.00
	4/4/2025	379319	Attorney Services	\$49.00	\$49.00
	5/2/2025	391273	Attorney Services	\$49.00	\$49.00
	5/27/2025	25467270	Attorney Services	\$86.42	\$86.42
	6/1/2025	91279	Attorney Services	\$154.00	\$154.00

	6/2/2025	403248	Attorney Services	\$73.00	\$73.00
	7/1/2025	415376	Attorney Services	\$49.00	\$49.00
	7/1/2025	INV134260-01	Attorney Services	\$125.00	\$125.00
	8/4/2025	427881	Attorney Services	\$49.00	\$49.00
	9/2/2025	440287	Attorney Services	\$49.00	\$49.00
	10/1/2025	452906	Attorney Services	\$49.00	\$49.00
	10/9/2025	INV144388-01	Attorney Services	\$375.00	\$375.00
	11/3/2025	465721	Attorney Services	\$49.00	\$49.00
	11/19/2025	CC113025TA-1791	Attorney Services	\$23.44	\$23.44
	12/1/2025	478700	Attorney Services	\$55.00	\$55.00
	12/2/2025	CC123125TA-0552	Attorney Services	\$6.40	\$6.40
	12/4/2025	CC123125TA-0352	Attorney Services	\$23.44	\$23.44
	1/2/2026	491501	Attorney Services	\$55.00	\$55.00
	3/2/2026	517797	Attorney Services	\$49.00	\$49.00
Total PROCESS SERVICE FEES				\$3,920.27	\$15,429.74
Other Costs					
	5/18/2023	E-3146065	DocuSign envelope	\$1.89	\$1.89
	5/21/2023	E-3147657	DocuSign envelope	\$1.89	\$1.89
Total OTHER COSTS				\$3.78	\$15,433.52
TOTAL					\$15,433.52

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Attorneys for Plaintiffs

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

AMILCAR ALVARADO, and OSWALDO
CORONA, individually, and on behalf of all
others similarly situated,

Plaintiffs,

v.

URS OPERATIONS, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV23711

*Assigned for all purposes to:
Hon. William F. Highberger
Dept. 10*

**DECLARATION OF WILLIAM
ARGUETA ON BEHALF OF CPT
GROUP, INC. WITH RESPECT TO
NOTIFICATION, PROOF OF
PROCESSING AND REQUEST FOR
EXCLUSION**

FINAL APPROVAL HEARING

Date: April 9, 2026

Time: 10:00 a.m.

Dept: 10

Action Filed: September 29, 2023

Trial Date: Not set

1 I, WILLIAM ARGUETA, DECLARE AS FOLLOWS:

2 1. I am employed by CPT Group, Inc., the court appointed class action claims
3 administrator, as Case Manager for *Alvarado v. URS Operations, LLC* and have personal
4 knowledge of the facts set forth in this Declaration, and if called as a witness, could and would
5 testify competently thereto.

6 2. CPT Group, Inc. ("CPT") has extensive experience in providing notice of class
7 actions and administering class action settlements. In the past 30 years, we have provided
8 notification and/or claims administration services in hundreds of class action cases. CPT was
9 selected by the parties to provide notice of the settlement and processing services in this action.
10 In this capacity, CPT was charged with a) preparing, translating, printing and providing to Class
11 Members the Class Notice, hereinafter collectively referred to as "Notice"; b) processing
12 undeliverable mail and locating updated addresses for Class Members; c) establishing a toll-free
13 number at 1-888-468-0602 to assist and address any questions from members of the settlement
14 class; d) establishing a case specific static website with key dates and documents; e) receiving
15 and reporting any Requests for Exclusion and Objections submitted by Class Members; f)
16 administering disputes by Class Members; g) providing weekly reports to the parties; h)
17 establishing and administering a qualified settlement fund to disburse all settlement payments;
18 i) calculating Individual Settlement Payments for each Class Member; j) issuing and distributing
19 Class Counsel's fees and costs, the Named Plaintiffs' enhancement awards, the LWDA payment
20 and Settlement Payments to Class Members; k) calculating and remitting all amounts due to the
21 appropriate federal, state, and local tax authorities; l) receiving and reviewing other
22 communications about the Settlement; m) filing any required reports with the Court; and n)
performing any additional tasks requested by the parties.

23 3. CPT received the Court-approved text for the Notice from Counsel on December
24 12, 2025.

25 4. CPT prepared a draft of the mailing to the Class members. The mailing consisted
26 of a 6-page Class Notice, in both English and Spanish. Attached hereto as **Exhibit A** is a true
27 and correct copy of the Notice that was mailed to Class Members. CPT received approval from
28

1 the Parties and a sufficient number of each were printed according to the anticipated class size.

2 5. On January 2, 2026, CPT received data files from Defense Counsel containing
3 the Class Member's name, last known mailing address, job title, total workweeks, hire and
4 termination dates, and Social Security Numbers. The final class list contained 126 Class
5 Members and of those, 98 are also PAGA members.

6 6. On January 15, 2026, CPT conducted a National Change of Address (NCOA)
7 search in an attempt to update the class list of addresses as accurately as possible, for all
8 Settlement Class members. A search of this database provided updated addresses for any
9 individual who had moved in the previous four years and notified the U.S. Postal Service of their
10 change of address.

11 7. On January 16, 2026, the Notices were mailed by U.S. first class mail to 126
12 Class Members. The deadline to submit disputes, requests for exclusion or an objection was
13 March 2, 2026.

14 8. As of the date of this declaration, (7) Notice Packets were returned to our office
15 by the U.S. Postal Service as undeliverable with no forwarding address and none have been
16 forwarded directly by the Post Office to a forwarding address. CPT performed a Skip Trace on
17 all returned mail with no forwarding address in an attempt to locate a better address.

18 9. As of the date of this declaration, (3) Notices were re-mailed during the response
19 period as a result of locating a better address after Skip Trace.

20 10. As of the date of this declaration, CPT has not received any Request for
21 Exclusion.

22 11. As of the date of this declaration, CPT has not received any disputes.

23 12. As of the date of this declaration, CPT has not received any Objections to the
24 Settlement or any portion thereof.

25 13. CPT reports a total 126 Class Members are part of this Settlement, which
26 represents a 100% participation rate. Collectively, the Settlement Class Members worked a total
27 of 9,693 workweeks during the Class Period, and PAGA members worked a total of 2,512 pay
28 periods during the PAGA Period.

1 14. Pursuant to the terms of the Settlement Agreement, the entire Net Settlement
2 Amount is the maximum amount that will be available for distribution to Settlement Class
3 Members, in the form of Individual Settlement Payments based on the number of workweeks
4 worked by each Settlement Class Member in California as an hourly paid, non-exempt
5 employee during the Class Period. Aggrieved Employee's pro rata share of 25% of the PAGA
6 Penalties will be calculated according to the number of workweeks worked during the PAGA
7 Period.

8 15. As of the date of this declaration, the estimated Net Settlement Amount available
9 to the Class Members is as follows:

Gross Settlement Amount	\$400,000.00
Less Attorney's Fees (Requested)	\$132,000.00
Less Litigation Costs/Expenses	\$15,433.52
Less Service Awards (Requested)	\$15,000.00
Less PAGA Payment to the LWDA	\$7,500.00
Less PAGA Penalties (PAGA Member)	\$2,500.00
<u>Less Settlement Administration Costs</u>	<u>\$8,000.00</u>
Remaining Estimated Net Settlement Amount	\$219,566.48

15 16. The estimated average net settlement payment to each Class Member is
16 \$1,742.59. The highest estimated net settlement payment is \$5,798.93 and the lowest individual
17 payment is \$22.65. The estimated settlement payment for Class Representative Amilcar
18 Alvarado is \$2,106.64, and the estimated settlement payment for Class Representative Oswaldo
19 Corona is \$2,514.38.

20 17. As of the date of this declaration, CPT reports a total of 98 PAGA Members who
21 will be sent a PAGA payment. The average individual PAGA payment is \$25.51, the highest
22 individual PAGA payment is \$45.78 and the lowest individual PAGA payment is \$1.00. The
23 estimated PAGA payment for Class Representative Amilcar Alvarado is \$12.94, and the
24 estimated PAGA payment for Class Representative Oswaldo Corona is \$23.89.

25 18. CPT will charge a total of \$8,000.00 in costs associated with the administration
26 of the Settlement. This includes all costs incurred to date, as well as estimated costs involved
27 in completing the Settlement.
28

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct and that this declaration is executed on March 17, 2026, at Irvine,
3 California.

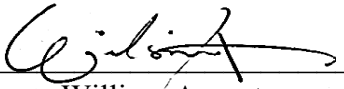
4
5 
6 William Argueta

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Alvarado, et al. v. URS Operations, LLC, Los Angeles County Superior Court, Case No. 23STCV23711

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against *URS Operations, LLC* (“URS”) for (1) alleged wage and hour violations. The Action was filed by former URS employees Amilcar Alvarado and Oswaldo Corona (“Plaintiffs”) and seeks payment of back wages and other relief for a class of non-exempt, hourly-paid employees (“Class Members”) who worked for URS in California during the **Class Period (September 29, 2019 to August 19, 2024)** and (2) penalties under the California Private Attorneys General Act (“PAGA”) for a group of non-exempt, hourly-paid employees who worked for URS in California during the **PAGA Period (November 22, 2022 to August 19, 2024)** (“Aggrieved Employees”).

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

Based on URS’s records, and the Parties’ current assumptions, **your Individual Settlement Payment is estimated to be «SubClass1_Amt» (less withholding) and your Individual PAGA Payment is estimated to be «PAGAClass_Amt»**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to URS’ records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on URS’ records showing that **you worked «SubClass1_Weight» workweeks** during the Class Period and **you worked «PAGAClass_Weight» pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires URS to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against URS.

If you worked for URS 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 Settlement Payment and/or an Individual PAGA Payment. As a Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against URS.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against URS, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Class Member, eligible for an Individual Settlement Payment, and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against URS that are covered by this Settlement (Released Claims).
---	--

You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is March 2, 2026	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will no longer eligible for an Individual Settlement Payment. If you opt out of the settlement, you cannot 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. URS must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by March 2, 2026	All Class Members who do not opt-out can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the April 9, 2026 at 10:00 a.m. Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on April 9, 2026 at 10:00 a.m.. 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. Class Members who do not opt out 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/Pay Periods Written Challenges Must be Submitted by March 2, 2026	The amount of your Individual Settlement Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of workweeks and number of pay periods you worked according to URS' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by March 2, 2026. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former URS employees. The Action accuses URS of violating California labor laws by failing to pay minimum, straight time, and overtime wages, failing to provide meal periods and rest breaks, failing to pay wages due upon termination, failing to provide accurate itemized wage statements, and failing to indemnify employees for expenditures. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under PAGA. Plaintiffs are represented by an attorney in the Action: Arrash T. Fattahi of Wilshire Law Firm, PLC ("Class Counsel").

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

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

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

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

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

1. URS Will Pay \$400,000.00 as the Gross Settlement Amount (Gross Settlement). URS has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Settlement Payments, Individual PAGA Payments, the Class Representative Service Payments, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, URS will fund the Gross Settlement within 30 days of the Court granting final approval of the Settlement. The Judgment will be final on the date the Court enters Judgment, or a later date if Class Members object to the proposed Settlement or the Judgment is appealed.

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

- A. Up to \$132,000.00 (33% of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to \$30,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$7,500.00 to each Plaintiffs for filing the Action, working with Class Counsel and representing the Class.
- C. Up to \$8,000.00 to the Administrator for services administering the Settlement.
- D. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their pay periods.

Class Members have the right to object to any of these deductions if they do not opt-out. The Court will consider all objections.

2. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Settlement Payments to Class Members based on their workweeks.
3. Taxes Owed on Payments to Class Members. Plaintiffs and URS are asking the Court to approve an allocation of 33% of each Individual Settlement Payment to taxable wages and 67% to penalties and interest. The wage portion is subject to withholdings and will be reported on IRS W-2 Forms. URS will separately pay employer payroll taxes it owes on the wage portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the non-wage Portions of the Individual Settlement Payments on IRS 1099 Forms.

Although Plaintiffs and URS 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.

4. Need to Promptly Cash Payment Checks. Every check issued for Individual Settlement Payments and Individual PAGA Payments will expire after 180 days from the date listed on the face of the check (the void date). If you don't cash it by the void date, your check will be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member.
5. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than March 2, 2026, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by March 2, 2026. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members will not receive Individual Settlement Payments but will preserve their rights to personally pursue wage and hour claims against URS.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against URS based on the PAGA Period facts alleged in the Action.

6. 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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and URS have agreed that, in either case, the Settlement will be void: URS will not pay any money and Class Members will not release any claims against URS.
7. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (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.
8. Class Members’ Release. Upon the Effective Date, Class Members who do not opt out of the Settlement, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the First Amended Class and Representative Action Complaint and ascertained in the course of the action, including without limitation any and all claims based on allegations involving: (a) failure to pay minimum and straight time wages; (b) failure to pay overtime wages; (c) failure to provide meal periods; (d) failure to authorize and permit rest periods; (e) failure to timely pay wages at termination; (f) failure to furnish accurate itemized wage statements; (g) failure to indemnify employees for costs and expenditures; and (h) all damages, interest, penalties, attorneys’ fees, and costs, and any other amounts recoverable under said causes of action, to the extent permissible, including the California Labor Code and applicable IWC Wage Order. Except as set forth in Section 29(c) of the Agreement, Class Members who do not opt out of the Settlement do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.
9. Aggrieved Employees’ Release. Upon the Effective Date, the Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the First Amended Class and Representative Action Complaint, the PAGA Notice, and ascertained in the course of the Action, including, without limitation, alleged violations of California Labor Code for (a) failure to pay minimum and straight time wages; (b) failure to pay overtime wages; (c) failure to provide meal periods; (d) failure to authorize and permit rest periods; (e) failure to timely pay wages at termination; (f) failure to furnish accurate itemized wage statements; and (g) failure to indemnify employees for costs and expenditures.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Payments. The Administrator will calculate Individual Settlement Payments by (a) dividing the Net Settlement Amount by the total number of workweeks worked by all Class Members who do not opt out, and (b) multiplying the result by the number of workweeks worked by each individual Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500 by the total number of pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of pay periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class workweeks you worked during the Class Period and the number of pay periods you worked during the PAGA Period, as recorded in URS’ records, are stated in the first page of this Notice. You have until March 2, 2026 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.

The Administrator will accept URS’s calculation of workweeks and/or pay periods based on URS’ 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 Class Members) and URS' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Class Members. The Administrator will send, by U.S. mail, a single check to every Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Settlement Payment and the Individual PAGA Payment.
2. Class Members (who opt out). The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement.

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 (Request for Exclusion) with your name, present address, and telephone number. 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 *Alvarado, et al. v. URS Operations, LLC*, and include your identifying information. **The Administrator must be sent your request to be excluded by March 2, 2026, 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 Class Members who have not opted out of the Settlement have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and URS are asking the Court to approve. At least 16 days before the April 9, 2026 Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, the amount Class Counsel is requesting for attorneys' fees and litigation expenses, and the amount Plaintiffs are requesting as the Class Representative Service Awards. 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 www.cptgroupcaseinfo.com/URSOOperationsSettlement or the Court's website (<https://www.lacourt.org/casesummary/ui/>).

A Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is March 2, 2026.** 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 *Alvarado, et al. v. URS Operations, LLC*, and include your name, current address, telephone number, and approximate dates of employment for URS and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on April 9, 2026 at 10:00 a.m. in Department 10 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 N. Spring St.; Los Angeles, California 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, 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 (<https://www.lacourt.org/casesummary/ui/>).

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.cptgroupcaseinfo.com/URSOperationsSettlement 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 URS and Plaintiffs 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 CPT Group, Inc. at www.cptgroupcaseinfo.com/URSOperationsSettlement. 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://www.lacourt.org/casesummary/ui/>) and entering the Case Number for the Action, Case No. 23STCV23711.

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

Class Counsel:

Arrash T. Fattahi, Esq
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010
Telephone: (213) 784-3830
arrash.fattahi@wilshirelawfirm.com

Settlement Administrator:

Alvarado v. URS Operations
c/o CPT Group, Inc.
PO Box 19504
Irvine, CA 92623
www.cptgroupcaseinfo.com/URSOperationsSettlement
1(888) 468-0602

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.

11. WHAT IF I CHANGE MY ADDRESS?

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

AVISO DEL ACUERDO PROPUESTO DE LA DEMANDA COLECTIVA

Alvarado, et al. v. URS Operations, LLC, Los Angeles County Superior Court, Case No. 23STCV23711

***La Corte Superior para el Estado de California autorizó este Aviso. ¡Léalo cuidadosamente!
No es correo basura, spam, publicidad o solicitud de un abogado. Usted no está siendo demandado.***

Usted puede ser elegible para recibir dinero de una demanda colectiva de empleados (“Demanda”) en contra de *URS Operations, LLC* (“URS”) por (1) las supuestas violaciones de salarios y horarios. La Demanda fue presentada por empleados anteriores de URS, Amilcar Alvarado y Oswaldo Corona (“Demandantes”) y solicitan el pago de salarios atrasados y otras compensaciones para una clase de empleados no exentos y pagados por hora (“Miembros de la Clase”) que trabajaron para URS en California durante el **Período de la Clase (29 de septiembre del 2019 hasta el 19 de agosto del 2024)** y (2) sanciones conforme a la Ley General de Abogados Privados de California (“PAGA,” por sus siglas en inglés) para un grupo de empleados no exentos y pagados por hora que trabajaron para URS en California durante el **Período de PAGA (22 de noviembre del 2022 hasta el 19 de agosto del 2024)** (“Empleados Agraviados”).

El Acuerdo propuesto tiene dos partes principales: (1) un Acuerdo de la Clase que obligue a URS a financiar los Pagos Individuales del Acuerdo, y (2) un Acuerdo de PAGA que obligue a URS a financiar los Pagos Individuales de PAGA y pague las sanciones a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA,” por sus siglas en inglés).

Según los registros de URS, y las suposiciones actuales de las Partes, **su Pago Individual del Acuerdo se estima ser de «SubClass1_Amt» (menos las retenciones) y su Pago Individual de PAGA se estima ser de «PAGAClass_Amt»**. La cantidad real que puede recibir probablemente será diferente y dependerá de una serie de factores. (Si no se indica ninguna cantidad para su Pago Individual de PAGA, entonces según los registros de URS usted no es elegible para un Pago Individual de PAGA conforme al Acuerdo porque no trabajó durante el Período de PAGA).

Las estimaciones anteriores se basan en los registros de URS que muestran que **usted trabajó «SubClass1_Weight» semanas de trabajo** durante el Período de la Clase y **usted trabajó «PAGAClass_Weight» períodos de pago** durante el Período de PAGA. Si usted cree que trabajó más semanas de trabajo durante cualquiera de los dos períodos, usted puede presentar una disputa antes de la fecha límite. Ver la Sección 4 de este Aviso.

La Corte ya ha aprobado preliminarmente el Acuerdo propuesto y ha aprobado este Aviso. La Corte aún no ha decidido si concederá la aprobación final. Sus derechos legales son afectados tanto si actúa o no actúa. Lea este Aviso cuidadosamente. Se considerará que lo ha leído atentamente y entendido. En la Audiencia de Aprobación Final, la Corte decidirá si aprueba finalmente el Acuerdo y qué parte del Acuerdo se pagará a los Demandantes y a los abogados de los Demandantes (“Abogados de la Clase”). La Corte también decidirá si dicta una sentencia que obligue a URS hacer pagos según el Acuerdo y que obligue a los Miembros de la Clase y a los Empleados Agraviados a renunciar a sus derechos de afirmar ciertos reclamos en contra de URS.

Si usted trabajó para URS durante el Período de la Clase y/o el Período de PAGA, usted tiene dos opciones básicas según el Acuerdo:

- (1) **No Hacer Nada.** Usted no tiene que hacer nada para participar en el Acuerdo propuesto y ser elegible para un Pago Individual del Acuerdo y/o un Pago Individual de PAGA. Sin embargo, como un Miembro de la Clase, usted renunciará a su derecho de afirmar reclamos salariales del Período de la Clase y reclamos de las sanciones del Período de PAGA en contra de URS.
- (2) **Excluirse del Acuerdo de la Clase.** Usted puede excluirse del Acuerdo de la Clase (“optar por excluirse”) presentando la Solicitud de Exclusión por escrito o de otro modo notificando al Administrador por escrito. Si opta por excluirse del Acuerdo, usted no recibirá un Pago Individual del Acuerdo. Sin embargo, conservará su derecho a presentar personalmente los reclamos salariales del Período de la Clase en contra de URS, y, si es un Empleado Agraviado, seguirá siendo elegible para recibir un Pago Individual de PAGA. Usted no puede optar por excluirse de la porción de PAGA del Acuerdo propuesto.

URS no tomará represalias en contra de usted por cualquier acción que tome con respecto al Acuerdo propuesto.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

Usted No Tiene Que Hacer Nada Para Participar en el Acuerdo	Si usted no hace nada, usted será un Miembro de la Clase, elegible para un Pago Individual del Acuerdo y un Pago Individual de PAGA (si lo hay). A cambio, usted renunciará a su derecho de afirmar los reclamos salariales en contra de URS que están cubiertos por este Acuerdo (Reclamos Liberados).
Usted Puede Optar Por Excluirse del Acuerdo de la Clase, Pero No del Acuerdo de PAGA	Si no desea participar completamente en el Acuerdo propuesto, usted puede optar por excluirse del Acuerdo de la Clase enviando al Administrador una Solicitud de Exclusión por escrito. Una vez excluido, usted ya no será elegible para un Pago Individual del Acuerdo. Si usted opta por excluirse del acuerdo, usted no objetar a ninguna porción del Acuerdo propuesto. Ver la Sección 6 de este Aviso.
La Fecha Límite de Exclusión es el 2 de marzo del 2026	Usted no puede optar por excluirse de la porción de PAGA del Acuerdo propuesto. URS debe pagar los Pagos Individuales de PAGA a todos los Empleados Agraviados y los Empleados Agraviados deben renunciar a sus derechos de presentar los Reclamos Liberados (definidos a continuación).
Los Miembros de la Clase Pueden Objetar al Acuerdo de la Clase, pero no al Acuerdo de PAGA Las Objeciones Escritas Deben Ser Presentadas antes del 2 de marzo del 2026.	Todos los Miembros de la Clase que no opten por la exclusión pueden objetar a cualquier aspecto del Acuerdo propuesto. La decisión de la Corte sobre la aprobación final del Acuerdo incluirá la determinación de cuánto se pagará a los Abogados de la Clase y a los Demandantes que presentaron la Demanda en nombre de la Clase. Usted no es personalmente responsable de ningún pago a los Abogados de la Clase o a los Demandantes, pero cada dólar pagado a los Abogados de la Clase y a los Demandantes reduce la cantidad total pagada a los Miembros de la Clase. Usted puede objetar a las cantidades solicitadas por los Abogados de la Clase o los Demandantes si considera que no son razonables. Ver la Sección 7 de este Aviso.
Usted Puede Participar en la Audiencia de Aprobación Final del 9 de abril del 2026 a las 10:00 a.m.	La Audiencia de Aprobación Final de la Corte está programada para llevarse a cabo el 9 de abril del 2026 a las 10:00 a.m. Usted no tiene que asistir, pero tiene derecho a comparecer (o contratar a un abogado para que comparezca en su nombre por su propia cuenta), en persona, por teléfono o utilizando la plataforma de comparecencia virtual de la Corte. Los Miembros de la Clase pueden objetar verbalmente al Acuerdo en la Audiencia de Aprobación Final. Ver la Sección 8 de este Aviso.
Usted Puede Disputar El Cálculo De Sus Semanas De Trabajo/Períodos de Pago Las Disputas Escritas Deben Ser Presentadas antes del 2 de marzo del 2026	Las cantidades de su Pago Individual del Acuerdo y el Pago de PAGA (si lo hay) dependen de cuántas semanas de trabajo usted trabajó por lo menos un día durante el Período de la Clase y cuántos períodos de pago usted trabajó por lo menos un día durante el Período de PAGA, respectivamente. El número de semanas de trabajo y el número de períodos de pago que usted trabajó según los registros de URS se indican en la primera página de este Aviso. Si no está de acuerdo con alguno de estos números, usted debe disputarla antes del 2 de marzo del 2026. Ver la Sección 4 de este Aviso.

1. ¿DE QUÉ SE TRATA ESTA DEMANDA?

Los Demandantes son empleados anteriores de URS. La Demanda alega que URS violó las leyes laborales de California al no pagar los salarios mínimos, el tiempo normal y las horas extras, no proporcionar los períodos de comida y los períodos de descanso, no pagar los salarios adeudados al momento de la terminación de empleo, no proporcionar las declaraciones salariales precisas y detalladas, y no indemnizar a los empleados por los gastos. Sobre la base de los mismos reclamos, los Demandantes también se han afirmado un reclamo de sanciones civiles conforme a la PAGA. Los Demandantes son representados por un abogado en la Demanda: Arrash T. Fattahi, de Wilshire Law Firm, PLC (“Abogados de la Clase”).

URS niega firmemente haber violado alguna ley ni haber dejado de pagar ningún salario y sostienen que cumplió con todas las leyes aplicables.

2. ¿QUÉ SIGNIFICA QUE LA DEMANDA SE HA RESUELTO?

Hasta el momento, la Corte no ha hecho ninguna determinación sobre si URS o los Demandantes tienen la razón sobre los méritos. Mientras tanto, los Demandantes y URS contrataron a un mediador con experiencia y neutral en un esfuerzo para resolver la Demanda mediante la negociación para poner fin al caso mediante un acuerdo (resolver el caso) en lugar de continuar con el costoso y largo proceso de litigio. Las negociaciones tuvieron éxito. Mediante la firma de una resolución del acuerdo por escrito (“Acuerdo”) y acordando solicitar conjuntamente a la Corte que dicte una sentencia que ponga fin a la Demanda y haga cumplir el Acuerdo, los Demandantes y URS han negociado un Acuerdo propuesto que está sujeto a la

Aprobación Final de la Corte. Ambas partes están de acuerdo en que el Acuerdo propuesto es un compromiso de los reclamos en disputa. Al aceptar llegar a un acuerdo, URS no admiten ninguna violación ni conceden el mérito de ningún reclamo.

Los Demandantes y los Abogados de la Clase creen firmemente que el Acuerdo es un buen trato para usted porque consideran que: (1) URS ha acordado pagar una cantidad justa, razonable y adecuada considerando la fuerza de los reclamos y los riesgos e incertidumbres de un litigio continuo; y (2) el Acuerdo es en el mejor interés de los Miembros de la Clase y de los Empleados Agraviados. La Corte aprobó preliminarmente el Acuerdo propuesto como justo, razonable y adecuado, autorizó este Aviso, y programó una audiencia para determinar la Aprobación Final.

3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?

1. URS Pagará \$400,000.00 como la Cantidad Bruta del Acuerdo (Acuerdo Bruto). URS ha acordado depositar el Acuerdo Bruto en una cuenta controlada por el Administrador del Acuerdo. El Administrador utilizará el Acuerdo Bruto para pagar los Pagos Individuales del Acuerdo, los Pagos Individuales de PAGA, los Pagos de Servicio de los Representantes de la Clase, los honorarios y gastos de abogados de los Abogados de la Clase, los gastos del Administrador y las sanciones que se pagarán a la Agencia del Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA,” por sus siglas en inglés). Suponiendo que la Corte conceda la Aprobación Final, URS financiará el Acuerdo Bruto dentro de los 30 días después de que la Corte conceda la aprobación final del Acuerdo. La Sentencia será definitiva en la fecha en que la Corte dicte la Sentencia, o en una fecha posterior si los Miembros de la Clase objetan al Acuerdo propuesto o si se apela la Sentencia.

Deducciones Aprobadas por la Corte del Acuerdo Bruto. En la Audiencia de Aprobación Final, los Demandantes y/o los Abogados de la Clase le pedirán a la Corte que apruebe las siguientes deducciones del Acuerdo Bruto, cuyas cantidades serán decididas por la Corte en la Audiencia de Aprobación Final:

- A. Hasta \$132,000.00 (el 33% de la Cantidad Bruta del Acuerdo) a los Abogados de la Clase para los honorarios de abogados y hasta \$30,000 para sus gastos de litigio. Hasta la fecha, los Abogados de la Clase han trabajado e incurrido en gastos en la Demanda sin recibir ningún pago.
- B. Hasta \$7,500.00 a cada uno de los Demandantes por presentar la Demanda, trabajar con los Abogados de la Clase y representar a la Clase.
- C. Hasta \$8,000.00 al Administrador por los servicios de administrar el Acuerdo.
- D. Hasta \$25,000 para las Sanciones de PAGA, asignadas como el 75% al Pago de PAGA de la LWDA y el 25% a los Pagos Individuales de PAGA a los Empleados Agraviados sobre la base de sus períodos de pago.

Los Miembros de la Clase tienen derecho a objetar a cualquiera de estas deducciones. La Corte considerará todas las objeciones.

2. Acuerdo Neto Distribuido a los Miembros de la Clase. Después de realizar las deducciones anteriores en las cantidades aprobadas por la Corte, el Administrador distribuirá el resto del Acuerdo Bruto (el “Acuerdo Neto”) realizando los Pagos Individuales del Acuerdo a los Miembros de la Clase según sus semanas de trabajo.
3. Impuestos Adeudados sobre los Pagos a los Miembros de la Clase. Los Demandantes y URS le solicitan a la Corte que apruebe una asignación del 33% de cada Pago Individual del Acuerdo a salarios sujetos a impuestos y el 67% a las sanciones e intereses. La porción salarial está sujeta a retenciones y se declarará en las Formas W-2 del IRS. URS pagará por separado los impuestos sobre la nómina del empleador que se deben de la porción salarial. Los Pagos Individuales de PAGA se contabilizan como sanciones y no como salarios para los propósitos fiscales. El Administrador declarará los Pagos Individuales de PAGA y las Porciones no salariales de los Pagos Individuales de la Clase en las Formas 1099 del IRS.

Aunque los Demandantes y URS han acordado estas asignaciones, ninguna de las partes le está asesorando sobre si sus Pagos están sujetos a impuestos o cuánto podría adeudar en impuestos. Usted es responsable de pagar todos los impuestos (incluyendo las sanciones e intereses sobre impuestos atrasados) sobre cualquier Pago recibido del Acuerdo propuesto. Usted debe consultar a un asesor fiscal si tiene alguna pregunta sobre las consecuencias fiscales del Acuerdo propuesto.

4. Es Necesario Cobrar Prontamente Los Cheques De Pago. Cada cheque emitido para los Pagos Individuales del Acuerdo y los Pagos Individuales de PAGA vencerá después de 180 días a partir de la fecha que se indica en el anverso del cheque (la fecha de vencimiento). Si no lo cobra antes de la fecha de vencimiento, su cheque se transferirá al Fondo de Propiedad No Reclamada del Controlador de California en nombre del Miembro de la Clase.
5. Solicitudes de Exclusión del Acuerdo de la Clase (Optar por la Exclusión). Usted será tratado como un Miembro de la Clase, participando completamente en el Acuerdo de la Clase, a menos de que notifique al Administrador por escrito, a no más tardar el 2 de marzo del 2026, que desea excluirse. La manera más fácil de notificar al Administrador es enviar una Solicitud de Exclusión por escrito y firmada antes del 2 de marzo del 2026. La Solicitud de Exclusión debe ser una carta de un Miembro de la Clase o de su representante en la que se indique el nombre del Miembro de la Clase, la dirección actual, el número de teléfono y una declaración simple en la que elija ser excluido del Acuerdo. Los Miembros de la Clase excluidos no recibirán los Pagos Individuales de la Clase, pero conservarán sus derechos a presentar personalmente reclamos de salarios y horarios en contra de URS.

Usted no puede optar por excluirse de la porción de PAGA del Acuerdo. Los Miembros de la Clase que se excluyan del Acuerdo de la Clase siguen siendo elegibles para los Pagos Individuales de PAGA y son requeridos a renunciar a su derecho de afirmar reclamos de PAGA en contra de URS según los hechos alegados del Período de PAGA en la Demanda.

6. El Acuerdo Propuesto será Nulo si la Corte Niega la Aprobación Final. Es posible que la Corte se niegue a conceder la Aprobación Final del Acuerdo o se niegue a dictar una Sentencia. También es posible que la Corte dicte una Sentencia que sea revocada en apelación. Los Demandantes y URS han acordado que, en cualquier caso, el Acuerdo será nulo: URS no pagará ningún dinero y los Miembros de la Clase no liberarán ningún reclamo en contra de URS.
7. Administrador. La Corte ha designado a una compañía neutral, CPT Group (el “Administrador”) para que envíe este Aviso, calcule y realice los pagos, y procese las Solicitudes de Exclusión de los Miembros de la Clase. El Administrador también decidirá las Disputas de los Miembros de la Clase sobre las semanas de trabajo, enviará y reenviará por correo los cheques del acuerdo y las formas fiscales, y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador se indica en la Sección 9 de este Aviso.
8. Liberación de los Miembros de la Clase. A partir de la Fecha Efectiva, los Miembros de la Clase que no se excluyeron del Acuerdo, en nombre de ellos mismos y de sus respectivos anteriores y actuales representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, liberan a las Partes Liberadas de (1) todos los reclamos que se alegaron, o que razonablemente podrían haberse alegado, sobre la base de los hechos del Período de la Clase establecidos en la Primera Demanda Colectiva y Representativa Enmendada y afirmados en el curso de la demanda, incluyendo, sin limitación cualquiera y todos los reclamos basados en las alegaciones involucrando: (a) no pagar los salarios mínimos y el salario del tiempo normal; (b) no pagar los salarios de las horas extras; (c) no proporcionar los períodos de comida; (d) no autorizar y permitir los períodos de descanso; (e) no pagar oportunamente los salarios al momento de la terminación de empleo; (f) no proporcionar las declaraciones salariales precisas y detalladas; y (g) no indemnizar a los empleados por los costos y gastos; (h) todos los daños, intereses, sanciones, honorarios de abogados y costos, y cualquier otra cantidad recuperable conforme a dichas causas de acción, en la medida en que sea permisible, incluyendo el Código Laboral de California y la Orden Salarial de la Comisión de Bienestar Industrial (“IWC,” por sus siglas en inglés) aplicable. Excepto como se establece en la Sección 29(c) del Acuerdo, los Miembros de la Clase que no se excluyan del Acuerdo no liberan ningún otro reclamo, incluyendo los reclamos por los beneficios adquiridos, despido injustificado, violación de la Ley de Empleo y Vivienda Justos, seguro de desempleo, discapacidad, seguro social, compensación por accidentes laborales, o reclamos basados en hechos que ocurrieron fuera del Período de la Clase.
9. Liberación de los Empleados Agraviados. A partir de la Fecha Efectiva, se considera que los Empleados Agraviados liberan, en nombre de ellos mismos y de sus respectivos anteriores y actuales representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, a las Partes Liberadas de todos los reclamos por sanciones de PAGA que se alegaron, o que razonablemente podrían haberse alegado, sobre la base de los hechos del Período de PAGA establecidos en la Primera Demanda Colectiva y Representativa Enmendada, el Aviso de PAGA, y afirmados en el curso de la Demanda, incluyendo, sin limitación, las supuestas violaciones del Código Laboral de California por (a) no pagar los salarios mínimos y el salario del tiempo normal; (b) no pagar los salarios de las horas extras; (c) no proporcionar los períodos de comida; (d) no autorizar y permitir los períodos de descanso; (e) no pagar oportunamente los salarios al momento de la terminación de empleo; (f) no proporcionar las declaraciones salariales precisas y detalladas; y (g) no indemnizar a los empleados por los costos y gastos.

4. ¿CÓMO CALCULARÁ EL ADMINISTRADOR MI PAGO?

1. Pagos Individuales del Acuerdo. El Administrador calculará los Pagos Individuales del Acuerdo (a) dividiendo la Cantidad Neta del Acuerdo por el número total de semanas de trabajo trabajadas por todos los Miembros de la Clase que no se excluyeron, y (b) multiplicando el resultado por el número de semanas de trabajo trabajadas por cada Miembro de la Clase individual.
2. Pagos Individuales de PAGA. El Administrador calculará los Pagos Individuales de PAGA (a) dividiendo \$2,500 por el número total de períodos de pago trabajados por todos los Empleados Agraviados y (b) multiplicando el resultado por el número de períodos de pago trabajados por cada Empleado Agraviado individual.
3. Disputas de las Semanas de Trabajo/Períodos de Pago. El número de semanas de trabajo de la Clase que usted trabajó durante el Período de la Clase y el número de períodos de pago que usted trabajó durante el Período de PAGA, según se indica en los registros de URS, se indican en la primera página de este Aviso. Usted tiene hasta el 2 de marzo del 2026, para disputar el número de semanas de trabajo y/o períodos de pago que se le acreditaron. Usted puede presentar su disputa firmando y enviando una carta al Administrador por correo, correo electrónico o fax. En la Sección 9 de este Aviso se encuentra la información de contacto del Administrador.

El Administrador aceptará el cálculo de URS de las semanas de trabajo y/o los períodos de pago basado en los registros de URS como precisos a menos de que usted envíe copias de registros que contengan información contraria. Usted debe enviar copias en lugar de originales porque los documentos no serán devueltos a usted. El Administrador resolverá las disputas de las semanas de trabajo y/o los períodos de pago sobre la base de su presentación y de los aportes de los Abogados de la Clase (que abogarán en nombre de los Miembros de la Clase) y de los Abogados de URS. La decisión del Administrador es definitiva. Usted no puede apelar o de otra manera cuestionar su decisión final.

5. ¿CÓMO SE ME PAGARÁ?

1. Miembros de la Clase. El Administrador enviará, por correo de EE. UU., un solo cheque a cada Miembro de la Clase (es decir, a cada Miembro de la Clase que no opte por no participar), incluyendo a aquellos que también califiquen como Empleados Agraviados. El cheque único combinará el Pago Individual del Acuerdo y el Pago Individual de PAGA.
2. Miembros de la Clase (que se excluyeron). El Administrador enviará, por correo de EE. UU., un solo cheque del Pago Individual de PAGA a cada Empleado Agraviado que opte por excluirse del Acuerdo de la Clase.

Su cheque se enviará a la misma dirección que este Aviso. Si cambia su dirección, asegúrese de notificar al Administrador lo más pronto posible. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

6. ¿CÓMO ME EXCLUYO DEL ACUERDO DE LA CLASE?

Presente una carta escrita y firmada (Solicitud de Exclusión) con su nombre, dirección actual, número de teléfono. El Administrador lo excluirá sobre la base de cualquier escrito que comunique su solicitud de ser excluido. Asegúrese de firmar personalmente su solicitud, identifique la Demanda como *Alvarado, et al. v. URS Operations, LLC*, e incluir sus datos de identificación. **Usted debe enviar al Administrador su solicitud para ser excluido antes del 2 de marzo del 2026, o no será válida.** La Sección 9 del Aviso contiene la información de contacto del Administrador.

7. ¿CÓMO OBJETO AL ACUERDO?

Sólo los Miembros de la Clase que no han optado por excluirse del Acuerdo tienen derecho a objetar al Acuerdo. Antes de decidir si desea objetar, tal vez desee ver lo que los Demandantes y URS le están pidiendo a la Corte que apruebe. Al menos 16 días hábiles antes de la Audiencia de Aprobación Final del 9 de abril del 2026, los Abogados de la Clase y/o los Demandantes presentarán ante la Corte una Petición de Aprobación Final que incluya, entre otras cosas, las razones por las que el Acuerdo propuesto es justo, la cantidad que los Abogados de la Clase están solicitando para los honorarios y gastos de litigio de los abogados y la cantidad que los Demandantes están solicitando como las Adjudicaciones de Servicio de los Representantes de la Clase. Una vez que lo soliciten razonablemente, los Abogados de la Clase (cuya información de contacto se indica en la Sección 9 de este Aviso) le enviarán copias de estos documentos sin costo alguno para usted. Usted también

puede verlos en el sitio web del Administrador en www.cptgroupcaseinfo.com/URSOOperationsSettlement o el sitio web de la Corte en (<https://www.lacourt.org/casesummary/ui/>).

Un Miembro de la Clase que no esté de acuerdo con algún aspecto del Acuerdo o la Petición para la Aprobación Final puede desear objetar, por ejemplo, que el Acuerdo propuesto no es justo, o que las cantidades solicitadas por los Abogados de la Clase o los Demandantes son demasiado altas o demasiado bajas. **La fecha límite para enviar objeciones por escrito al Administrador es el 2 de marzo del 2026.** Asegúrese de decirle al Administrador a qué se opone, por qué se opone y cualquier hecho que apoye su objeción. Asegúrese de identificar la Demanda como *Alvarado, et al. v. URS Operations, LLC*, e incluir su nombre, su dirección actual, número de teléfono y las fechas aproximadas de empleo para los Demandados y firme la objeción. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

Alternativamente, un Miembro de la Clase puede objetar (o contratar personalmente a un abogado para objetar por su propia cuenta) asistiendo a la Audiencia de Aprobación Final. Usted (o su abogado) debe estar preparado para explicar a la Corte a qué se opone, por qué se opone y cualquier hecho que apoye su objeción. Vea la Sección 8 de este Aviso (inmediatamente a continuación) para más detalles sobre la Audiencia de Aprobación Final.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN FINAL?

Usted puede, pero no tiene que, asistir a la Audiencia de Aprobación Final el 9 de abril del 2026 a las 10:00 a.m. en el Departamento 10 de la Corte Superior del Condado de Los Angeles, Spring Street Courthouse, ubicada en 312 N. Spring Street, Los Angeles, California 90012. En la Audiencia, el juez decidirá si concede la Aprobación Final del Acuerdo y qué parte del Acuerdo Bruto se pagará a los Abogados de la Clase, a los Demandante y al Administrador. La Corte invitará a los objetores, a los Abogados de la Clase y a los Abogados de la Defensa a presentar sus comentarios antes de tomar una decisión. Usted puede asistir personalmente (o contratar a un abogado para que asista). Consulte el sitio web de la Corte para obtener la información más actualizada (<https://www.lacourt.org/casesummary/ui/>).

Es posible que la Corte re programe la Audiencia de Aprobación Final. Usted debe consultar el sitio web del Administrador en www.cptgroupcaseinfo.com/URSOOperationsSettlement de antemano o comunicarse con los Abogados de la Clase para verificar la fecha y hora de la Audiencia de Aprobación Final.

9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

El Acuerdo establece todo lo que URS y los Demandantes han prometido hacer conforme al Acuerdo propuesto. La forma más fácil de leer el Acuerdo, la Sentencia o cualquier otro documento del Acuerdo es visitar el sitio web de CPT Group, Inc. en www.cptgroupcaseinfo.com/URSOOperationsSettlement. Usted también puede llamar por teléfono o enviar un correo electrónico a los Abogados de la Clase o al Administrador utilizando la información de contacto que se indica a continuación, o consultar el sitio web de la Corte Superior visitando (<https://www.lacourt.org/casesummary/ui/>) e ingresando el Número de Caso de la Demanda, Número de Caso 23STCV23711.

NO LLAME A LA CORTE SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

Abogados de la Clase:
Arrash T. Fattahi, Lic.
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010
Teléfono: (213) 784-3830
arrash.fattahi@wilshirelawfirm.com

Administrador del Acuerdo:
Alvarado v. URS Operations
c/o CPT Group, Inc.
PO Box 19504
Irvine, CA 92623
www.cptgroupcaseinfo.com/URSOOperationsSettlement
1(888) 468-0602

10. ¿QUÉ SUCEDE SI PIERDO MI CHEQUE DEL ACUERDO?

Si pierde o extravía su cheque del acuerdo antes de cobrarlo, el Administrador lo reemplazará siempre que solicite un reemplazo antes de la fecha de anulación que se indica en el anverso del cheque original.

11. ¿QUÉ SUCEDE SI CAMBIO MI DIRECCIÓN?

Para recibir su cheque, usted debe notificar inmediatamente al Administrador si se muda o cambia su dirección postal.

Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
Emily Borman (SBN 303180)
emily.borman@wilshirelawfirm.com
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Telephone: (213) 381-9988
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Attorneys for Plaintiffs

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

AMILCAR ALVARADO, and OSWALDO
CORONA, individually, and on behalf of all
others similarly situated,

Plaintiffs,

v.

URS OPERATIONS, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV23711

*Assigned for all purposes to:
Hon. William F. Highberger
Dept. 10*

**DECLARATION OF AMILCAR
ALVARADO IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

FINAL APPROVAL HEARING

Date: April 9, 2026
Time: 10:00 a.m.
Dept: 10

Action Filed: September 29, 2023
Trial Date: Not set

DECLARATION OF AMILCAR ALVARADO

I, Amilcar Alvarado, declare as follows:

1. I am an adult resident of the State of California, and if called as a witness in this action, I would testify truthfully to the matters described in this declaration. All of the matters described in this declaration are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true.

2. I make this declaration entirely of my own free will and choice. I have not been promised any benefit for doing so, and I have not been pressured into giving this declaration. Before signing this declaration, I was given the opportunity to review it, make changes, and verify the accuracy of its contents.

3. I am a former employee of URS Operations LLC (“Defendant”). I worked for Defendant from approximately September 2021 to approximately May 2023 as an hourly-paid non-exempt employee. Throughout the entirety of my employment, I was subject to all of Defendant’s policies and practices that have been alleged as unlawful in the Private Attorneys General Act (“PAGA”) Notice sent to Defendant and the Labor & Workforce Development Agency and in the Complaint.

4. I initiated this lawsuit because I was concerned that I was not paid properly for all the hourly that I worked, and I was not provided all my meal and rest periods.

5. By originating this lawsuit, I hoped that I might be able to change Defendant’s policies to better protect the working conditions of my co-workers. I also understand that it was my duty to represent the best interests of the aggrieved employees, to know about the lawsuit, to assist my attorneys, and to keep updated on the case.

6. I have invested a lot of personal time and energy into this lawsuit. As detailed more fully below, I have spent approximately 30 hours on this case. I made it a priority to be actively involved because I wanted to do everything I could to assist my attorneys in prosecuting this case.

7. Throughout this case, I spent a lot of time on the phone with my attorneys to get updates about the case and provide them with information. For example, during some of the phone calls, my attorneys and I were able to identify instances when I was not paid correctly.

1 Additionally, leading up to the mediation, I had multiple lengthy phone calls with Wilshire Law
2 Firm, PLC regarding the claims at issue and what was to transpire at the mediation.

3 8. Throughout the case, I also spent time looking for documents relevant to the case to
4 send to my attorneys. I spent numerous hours looking for documents, including when I first contact
5 my attorneys, before the lawsuit was filed, and before my case was mediated. I also spent time
6 reviewing legal documents in this case, including the retainer and settlement agreement and
7 discussed, in detail, the terms with my attorneys.

8 9. Additionally, I made myself fully available on the day of mediation and was in
9 continuous contact with my attorneys to assist with any questions or issues that may have arisen.

10 10. I believe the settlement is a good settlement and I would recommend that the Court
11 approve it because I believe that this settlement is fair, adequate, and reasonable. I am glad that I
12 had the opportunity to represent the aggrieved employees in this lawsuit and that I was able to
13 recover money through a settlement for the aggrieved employees.

14 11. I did not make the decision to file this action lightly. I was concerned by the attention
15 a publicly filed lawsuit, and especially a representative action, would attract. My name would be
16 associated with a lawsuit that I filed against my former employer. I am mindful that prospective
17 employers might find out that I sued Defendant. Nevertheless, I felt that important rights were at
18 stake, that others were being harmed, and that something ought to be done about it.

19 12. I also understand that there was financial risk in bringing this lawsuit. For example,
20 I knew that if I did not prevail in this lawsuit that I could potentially be responsible for Defendant's
21 attorneys' fees and costs.

22 13. I understand that the settlement agreement provides a service payment to me in the
23 amount of \$7,500.00. I believe this amount is fair compensation for my time and effort on this
24 case, my help in prosecuting this case, and the risks with respect to my future employment.

25 14. Based on my involvement in this case and the benefits provided to my former co-
26 workers, I can say I helped stand up for the other workers who might have been too afraid to say
27 anything to management because they did not want to risk losing their jobs or risk the stigma of
28 suing an employer. I was not afraid to take that risk because I strongly care about helping out my

former co-workers.

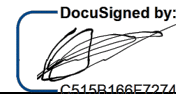
15. I carefully reviewed and ultimately signed the Class Action and PAGA Settlement Agreement and my attorneys answered all the questions I had. I believe the settlement terms and allocations are fair, adequate, and reasonable given the strength of the Class Action and PAGA claims and Defendant's defenses.

16. I have no conflicts of interest with any aggrieved employee or the settlement administrator, CPT Group, Inc.

17. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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

Executed on 3/17/2026, at Inglewood, California.

DocuSigned by:

 C515B166F7274D0...

Amilcar Alvarado

Arrash T. Fattahi (SBN 333676)
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Emily Borman (SBN 303180)
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Attorneys for Plaintiffs

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

AMILCAR ALVARADO, and OSWALDO
CORONA, individually, and on behalf of all
others similarly situated,

Plaintiffs,

v.

URS OPERATIONS, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV23711

*Assigned for all purposes to:
Hon. William F. Highberger
Dept. 10*

**DECLARATION OF OSWALDO
CORONA IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

FINAL APPROVAL HEARING

Date: April 9, 2026

Time: 10:00 a.m.

Dept: 10

Action Filed: September 29, 2023
Trial Date: Not set

DECLARATION OF OSWALDO CORONA

I, Oswaldo Corona, declare as follows:

1. I am an adult resident of the State of California, and, if called as a witness in this action, I would testify truthfully to the matters described in this declaration. All of the matters described in this declaration are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true.

2. I make this declaration entirely of my own free will and choice. I have not been promised any benefit for doing so, and I have not been pressured into giving this declaration. Before signing this declaration, I was given the opportunity to review it, make changes, and verify the accuracy of its contents.

3. I am a former employee of URS Operations LLC (“Defendant”). I worked for Defendant from approximately November 2021 to approximately May 2023 as an hourly-paid, non-exempt employee.

4. During the time I was employed with Defendant, I was subject to all of Defendant’s policies and practices that have been alleged as unlawful in the Class Action Complaint and Private Attorneys General Act (“PAGA”) Notice sent to Defendant and the Labor & Workforce Development Agency (“LWDA”).

5. The reason why I decided I wanted to file this lawsuit against Defendant was because I was not being paid properly for all the hours that I worked. Further, I felt I was not provided all of my meal breaks and rest periods.

6. When starting this process, I understood that it was my duty as a class representative to represent the best interests of the entirety of the class, understand what the lawsuit was about exactly, and assist my attorneys with any information they needed to help prosecute this case.

7. By originating this lawsuit as one of the class representatives, I hoped that I might be able to change Defendant’s policies to improve the working conditions of my co-workers.

8. Participating in this lawsuit as a named class representative required me to spend a lot of my own time helping move the needle forward as it related to the prosecution of this matter. As detailed below, I have spent approximately 30 hours on this case.

9. Throughout this case, I had numerous phone conversations with my attorneys to stay updated on the case and share relevant information. For instance, during some of these calls, we identified specific instances where I had not been paid correctly. Additionally, in preparation for mediation, I engaged in several lengthy discussions with Wilshire Law Firm about the claims involved and the mediation process.

10. During the course of the case, I devoted significant time to locating and providing relevant documents to my attorneys. This process required numerous hours, including when I initially contacted my attorneys, prior to the case being filed, and in the lead-up to mediation. I also reviewed legal documents, such as the retainer and settlement agreement, and engaged in detailed discussions with my attorneys about their terms.

11. I also made myself available on the day of mediation and was in constant contact with my attorneys so I could assist them with any questions or issues that they may have had.

12. I would recommend that the Court approve this settlement because I believe that the settlement amount, as well as its terms, is fair, adequate, and reasonable. I am grateful for the opportunity to represent the class in this lawsuit and to help secure a settlement that provided financial recovery for the class.

13. I did not arrive at the decision to file a class action without careful thought. I understood that a public lawsuit—especially a class action—would draw attention, and that my name would be linked to legal action against my former employer. I also recognized the risk that future employers might learn I had sued Defendant. Still, I believed vital rights were being undermined in a way that affected everyone, and I felt compelled to act.

14. I also understand that there was financial risk in bringing this lawsuit. For example, I knew that if I did not prevail in this lawsuit that I could potentially be responsible for Defendant's attorneys' fees and costs.

15. I understand that under this settlement agreement, I may receive a service payment of up to \$7,500.00. I believe this sum fairly compensates me for the time and effort I committed to prosecuting this case, as well as the potential impact on my future employment. I also acknowledge that I must sign a general release, which is broader than the release binding other

class members. Beyond what is specified in the settlement, I am not receiving any additional compensation or benefits.

16. Drawing on my involvement in this case and the resulting benefits for my former co-workers, I'm proud to have stood up for those who felt too intimidated to speak out for fear of losing their jobs or being labeled as troublemakers for suing their employer. I was willing to face those risks because I genuinely care about protecting the interests of my former colleagues.

17. I reviewed and signed the Class Action and PAGA Settlement Agreement in full and my attorneys answered all the questions I had. I believe the settlement terms and allocations are fair, adequate, and reasonable given the strength of the class claims and Defendant's defenses.

18. I have no conflicts of interest with any class member or the Settlement Administrator, CPT Group, Inc.

19. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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

Executed on 3/17/2026, at Hawthorne, California.

DocuSigned by:


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Oswaldo Corona