

Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
Samantha A. Smith (SBN 233331)
samantha.smith@wilshirelawfirm.com
Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
Arman A. Salehi (SBN 351112)
arman.salehi@wilshirelawfirm.com

WILSHIRE LAW FIRM

3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

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 PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: August 20, 2025

Time: 10:30 a.m.

Dept: 10

Action Filed:

September 29, 2023

Trial Date:

Not set

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

1. I am admitted, in good standing, to practice as an attorney in the State of California, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Junior Partner at Wilshire Law Firm, PLC, counsel of record for 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 Preliminary Approval of Class Action and PAGA Settlement.

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

4. On September 29, 2023, Plaintiffs filed a putative wage and hour class action complaint against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8) violation of California’s Unfair Competition Law, California Business and Professions Code §§ 17200, *et seq.* On November 22, 2023, Plaintiffs sent a notice to Defendant and the California Labor & Workforce Development Agency (“LWDA”) alleging similar wage and hour violations pursuant to the PAGA.

1 On February 6, 2024, Plaintiffs filed a First Amended Class and Representative Action Complaint
2 adding a claim for violations pursuant to the PAGA.

3 DISCOVERY AND INVESTIGATION

4 5. Following the filing of the action, the Parties exchanged documents and information
5 before mediating this action. Defendant produced a 20% sampling of timekeeping and payroll
6 records for the class members. Defendant also provided documents of its wage and hour policies
7 and practices during the class period, and information regarding the total number of current and
8 former employees in its informal discovery responses.

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

15 SETTLEMENT NEGOTIATIONS

16 7. On June 19, 2024, the Parties participated in a private mediation with experienced
17 mediator, Monique Ngo-Bonnici, Esq. The settlement negotiations were at arm's length and,
18 although conducted in a professional manner, were adversarial. The Parties went into mediation
19 willing to explore the potential for a settlement of the dispute, but each side was also prepared to
20 litigate their position through trial and appeal if a settlement had not been reached.

21 8. After extensive negotiations and discussions regarding the strengths and
22 weaknesses of Plaintiffs' claims and Defendant's defenses, the Parties were able to reach a
23 resolution, the material terms of which are encompassed within the Settlement Agreement.
24 Attached as **Exhibit 1** is a true and correct copy of the Class Action Settlement Agreement and
25 Release ("Settlement Agreement"). Notably, Plaintiff Corona has not yet signed the Settlement
26 Agreement – Plaintiffs will lodge a fully-executed copy of the Settlement Agreement once Plaintiff
27 Corona's signature is obtained.

28 9. Once the Settlement Agreement is fully executed, Plaintiffs will submit the

1 Settlement Agreement to the LWDA.

2 10. My office requested several bids from experienced class action settlement
3 administrators to handle the responsibilities of the Settlement Administrator under this Settlement.
4 The Parties accepted the bid of CPT Group, Inc. ("CPT"). CPT has multiple years of experience in
5 the field of Class Action Administration, particularly in the wage and hour arena. In its bid, CPT
6 agreed to cap its costs at \$8,000.00 if there are 140 class members. CPT's bid accounts for Notice
7 in English and Spanish. Attached hereto as **Exhibit 2** is the CPT's bid.

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

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

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

16 THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

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

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

1 I created a damages model to evaluate the realistic range of potential recovery for the class. The
2 damages model is based on the following benchmarks:

3 Total Class Members: 119

4 Terminated Class Members during 3-year statute of limitations period: 63

5 Total Workweeks: 8,475

6 PAGA Pay Periods: 2,471

7 PAGA Eligible Employees: 92

8 Avg. Hourly Rate: \$19.57

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

15 17. Plaintiffs allege that Defendant failed to pay for all hours worked, including
16 minimum, straight time, and overtime wages, by requiring class members to work off-the-clock,
17 unpaid. For purposes of calculating Defendant's liability based on a best-case scenario for
18 Plaintiffs and the Class, I estimate that Defendant's maximum potential exposure by assuming that
19 all unpaid work time should have been paid at the overtime rate, and I assumed that Defendant is
20 liable for 1 hour of unpaid worktime per workweek. This results in an estimate of \$248,783.63
21 (8,475 workweeks x \$19.57 hourly rate x 1.5 overtime rate x 1.0 hour of unpaid work per
22 workweek), but I applied a risk discount based on a 50% chance of succeeding at class certification
23 and a 40% chance of succeeding at trial on the merits because liability depends on whether
24 Defendant knew or should have known that class members were working off-the-clock, yielding a
25 realistic damage estimate of \$49,756.73 (\$248,783.63 x 50% x 40%).

26 18. With respect to the meal period claim, Plaintiffs allege that Defendant required them
27 and similarly situated class members to either work in lieu of taking meal periods, or their meal
28 periods were untimely, interrupted, or automatically deducted by Defendant. My expert analyzed

1 Defendant's timekeeping records and found that approximately 99.9% of all shifts over 5 hours
2 had meal breaks violations of missed or no meal periods. Therefore, potential liability for the meal
3 period claim is \$869,642.23 (44,482 shifts x \$19.57 hourly rate x 99.9% violation rate). After
4 taking into account the difficulty of certifying and proving meal period claims, as well as
5 Defendant's contention that the claim lacks merit, I discounted this figure based on a 40% chance
6 of succeeding at class certification and a 40% chance of succeeding at trial, yielding a realistic
7 damage estimate of \$139,142.76 (\$869,642.23 x 40% x 40%).

8 19. With respect to the rest period claim, Plaintiffs allege that Defendant required them
9 and similarly situated class members to work in lieu of taking rest periods, or their rest periods
10 were interrupted. Additionally, Defendant's rest period policies throughout the class period were
11 not compliant with California law. Assuming a 100% violation rate for the class period based on
12 Plaintiffs' and other class members' experience working for Defendant (as well as Defendant's
13 deficient written policies), Defendant's potential liability for the rest period claim is \$870,512.74
14 (44,482 shifts x \$19.57 hourly rate x 100% violation rate); however, I discounted this figure to
15 account for the difficulty of certifying and proving rest period claims, particularly because rest
16 periods do not have to be recorded, and to account for the possibility of Class Members voluntarily
17 choosing to forego a rest period. Because this claim would have relied exclusively on Class
18 Member testimony, I discounted this claim based on a 40% chance of succeeding at class
19 certification and a 30% chance of succeeding at trial, yielding a realistic damage estimate of
20 \$104,461.53 (\$870,512.74 x 40% x 30%).

21 20. Plaintiffs further allege that Defendant failed to reimburse necessary business
22 expenses. Defendant's employees (including Plaintiffs) were frequently required to: use their
23 personal cell phones to communicate with their supervisors about work-related duties; and
24 purchase tools, attire, and supplies (e.g., cutters, steel toed boots, tool belts, etc.) for work with
25 their own money. For purposes of calculating Defendant's liability based on a best-case scenario
26 for Plaintiffs and the Class, I estimated that Defendant was liable to each class member for \$50 per
27 month, or \$12.50 per workweek, in unreimbursed expenses, for a total amount of \$105,937.50
28 (\$12.50 x 8,475 workweeks); however, I discounted this figure based on an evaluation of a 30%

1 chance of succeeding at class certification and a 20% chance of succeeding at trial to account for
2 the difficulty of certifying and proving expense reimbursement claims, yielding a realistic damage
3 estimate of \$6,356.25 ($\$105,937.50 \times 30\% \times 20\%$).

4 21. In sum, I estimated that Plaintiffs' maximum recovery for the off-the-clock claim,
5 meal period violations, rest period violations, and failure to reimburse expenses is \$2.09 million,
6 but, after factoring in the risk and uncertainty of prevailing at certification and trial, I estimate that
7 Plaintiffs' realistic estimated recovery for the non-penalty claims is \$299,717.27.

8 22. With respect to Plaintiffs' derivative claims for statutory and civil penalties,
9 Plaintiffs estimated that Defendant's realistic potential liability is \$111,045.52. While Defendant's
10 maximum potential liability for waiting time penalties is \$351,379.35 (63 terminated employees x
11 \$19.57 hourly rate x 9.5 hours x 30 days) based on approximately 63 terminated class members
12 during the 3-year statute of limitations period, \$368,000.00 (92 employees x \$4,000 max) for
13 inaccurate wage statements based on approximately 92 class members who worked during the 1-
14 year statute of limitations period, and \$247,100.00 for PAGA violations based on the Court
15 assessing a \$100 penalty for initial violations for all 2,471 pay periods within the PAGA period, I
16 believe that it would be unrealistic to expect the Court to award the full \$966,479.35 in penalties
17 given Defendant's defenses, the contested nature of Plaintiffs' claims, and the discretionary nature
18 of penalties. Considering that the underlying claims are realistically estimated to be \$299,717.27,
19 such a disproportionate award would also raise due process concerns. As such, I discounted these
20 figures to account for the risk and uncertainty of prevailing at trial, resulting in a realistic evaluation
21 of \$42,165.52 ($\$351,379.35 \times 40\% \times 30\%$) for waiting time penalty claims, \$58,880 ($\$368,000.00$
22 $\times 40\% \times 40\%$) for wage statement penalty claims, and \$10,000.00 for PAGA, or \$111,045.52 for
23 statutory and civil penalties.

24 ///

25 ///

26 ///

27 ///

28 ///

23. Using these estimated figures, Plaintiffs predicted that the realistic maximum recovery for all claims, including penalties, would be \$410,762.79. This means that the \$400,000.00 settlement figure represents 97.4% of the realistic maximum recovery ($\$400,000.00 / \$410,762.79 = 97.4\%$). Considering the risk and uncertainty of prevailing at class certification and at trial, this is an excellent result for the Class.¹ Indeed, because of the proposed Settlement, class members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

24. While Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to each cause of action. Plaintiffs also recognize that proving the amount of wages due to each class member would be an expensive, time-consuming, and uncertain proposition.

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

26. The Net Settlement Amount available for settlement payments is estimated to be \$197,000.00 for a class of 119 persons.² As a result, each Settlement Class Member is eligible to receive an average net benefit of approximately \$1,655.46.

27. The proposed Settlement of \$400,000.00, therefore, represents a substantial recovery when compared to Plaintiffs' reasonably forecasted recovery. When considering the risks of litigation, the uncertainties involved in achieving class certification, the burdens of proof

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

² The Net Settlement Amount is: \$400,000.00 minus \$140,000.00 for Class Counsel's attorneys' fees, minus \$30,000.00 for Class Counsel's litigation expenses, minus \$8,000.00 in administration costs, minus \$10,000.00 for the PAGA payment, and minus \$15,000.00 for the class representative service payments to Plaintiffs (\$7,500.00 each).

1 necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that the
2 settlement amount of \$400,000.00 is well within the “ballpark” of reasonableness, and preliminary
3 settlement approval is appropriate.

4 SERVICE PAYMENTS FOR PLAINTIFFS ARE REASONABLE

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

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

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

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

1 of their own monetary resources and time, which were obviated by Plaintiffs putting themselves
2 on the line on behalf of these other class members.

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

10 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

11 33. The Settlement provides for attorneys' fees payable to Class Counsel in an amount
12 up to 35% of the Gross Settlement Amount, for a maximum fees award of \$140,000.00, plus actual
13 costs and expenses not to exceed \$30,000.00. The proposed award of attorneys' fees to Class
14 Counsel in this case can be justified under either method – lodestar or percentage recovery. Class
15 Counsel, however, intend to base the proposed award of fees, costs and expenses on the percentage
16 method as many of the entries in the time records will have to be redacted to preserve attorney-
17 client and attorney work product privileges.

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

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

25 36. The risk to my office has been very significant, particularly if we would not be
26 successful in pursuing this class action. In that case, we would have been left with no compensation
27 for all the time taken in litigating this case. The contingent risk in these types of cases is very real
28 and they do occur regularly. Furthermore, we were precluded from focusing on, or taking on, other

1 cases which could have resulted in a larger, and less risky, monetary gain.

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

11 MY EXPERIENCE AND QUALIFICATIONS

12 38. Wilshire Law Firm, PLC was selected by Best Lawyers and U.S. News & World
13 Report as one of the nation's Best Law Firms for every year since 2020 and is comprised of over
14 120 attorneys and over 600 total employees. Wilshire Law Firm, PLC is actively and continuously
15 practicing in employment litigation, representing employees in both individual and class actions
16 in both state and federal courts throughout California.

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

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

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

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

6 43. I was selected as a “Southern California Rising Star” in 2025.

7 44. My current contingent billing rate of \$700 per hour is consistent with the legal
8 market, accepted hourly rates, and my expertise and knowledge as it pertains to wage and hour
9 matters. Below is a non-exhaustive list of the cases where I have been appointed as class counsel
10 in my own right (as opposed to being part of a firmwide appointment of counsel):

- 11 a. *Kingsbury v. Caravan Foods II, Inc.*, Alameda County, Case No. RG21096357;
12 Motion for Final Approval granted on January 31, 2023.
- 13 b. *Frias-Estrada v. Trek Retail Corporation*, Contra Costa County, Case No. MSC20-
14 01916; Motion for Final Approval granted on March 3, 2023.
- 15 c. *Reyes v. Everytable, PBC, et al.*, Los Angeles County, Case No. 21STCV35987;
16 Motion for Final Approval granted on May 3, 2023.
- 17 d. *Ortiz v. Tara Materials, Inc.*, San Diego County, Case No. 37-2021-0001473-CU-
18 OE-CTL; Motion for Final Approval granted on May 30, 2023.
- 19 e. *Cruz-Sanchez v. Eagle Lath & Plaster, Inc.*, Sacramento County, Case No. 34-2021-
20 00293739-CU-OE-GDS; Motion for Final Approval granted on May 30, 2023.
- 21 f. *Garduno v. New Generation Framing, Inc., et al.*, Stanislaus County, Case No. CV-
22 21-000544; Motion for Final Approval granted on August 11, 2023.
- 23 g. *Hernandez, et al. v. Burford Farming Company, Inc.*, Fresno County, Case No.
24 21CECG03817; Motion for Final Approval granted on August 21, 2023.
- 25 h. *Barajas v. Final Phase Construction, Inc.*, San Bernardino County, Case No.
26 CIVSB2118622; Motion for Final Approval granted on September 13, 2023.
- 27 i. *Jaimes, et al. v. Infiniti Health LLC*, Los Angeles County, Case No. 22STCV07261;
28 Motion for Final Approval granted on October 17, 2023.

- j. *Nunez v. Gabriel Container*, Los Angeles County, Case No. 21STCV09787; Motion for Final Approval granted on November 2, 2023.
- k. *Lupercio v. Western CNC, Inc.*, San Diego County, 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, Case No. CIVSB2124721; Motion for Final Approval granted on February 1, 2024.
- m. *Cuadras, et al. v. Guinn Corporation*, Kern County, 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, Case No. CIVSB2213347; Motion for Final Approval granted on April 2, 2024.
- o. *Meza v. Argus Management Company, LLC, et al.*, Los Angeles County, Case No. 21STCV31612; Motion for Final Approval granted on May 20, 2024.
- p. *Wade v. Mallory Safety and Supply LLC*, Siskiyou County, Case No. 23CV00951; Motion for Final Approval granted on July 11, 2024.
- q. *Snell v. Shasta Community Health Center*, Shasta County, Case No. CVCV22-199416; Motion for Final Approval granted on November 12, 2024.
- r. *Arce v. Sammy's Woodfired Pizza*, San Diego County, 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, Case No. 22CV000862; Motion for Final Approval granted on January 23, 2025.
- t. *Brown, et al. v. Fidelity Security Services, Inc.*, Los Angeles County, Case No. 21STCV31617; Motion for Final Approval granted on January 28, 2025.
- u. *Torres v. Lupton Excavation, Inc.*, Sacramento County, Case No. 34-2022-00317401-CU-OE-GDS; Motion for Final Approval granted on April 18, 2025.
- v. *Peterson v. PJ Printers*, Orange County, 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, Case No. 30-2021-01222330-CU-OE-CTL; Motion for Final Approval

1 granted on April 25, 2025.

2 x. *Carter v. Medlab2020, Inc.*, Orange County, Case No. 30-2022-01247444-CU-OE-
3 CXC; Motion for Final Approval granted on May 22, 2025.

4 45. Samantha A. Smith is a Senior Attorney at Wilshire Law Firm, PLC where her
5 practice is focused on managing wage and hour class action and PAGA settlements. Ms. Smith was
6 admitted to the California Bar in December of 2004, and received a J.D. from University of
7 California, Hastings College of the Law and a B.A. from University of California, Davis. Ms. Smith
8 has dedicated her 21-year career to plaintiffs'-side class action litigation. Her wealth of experience
9 includes successful work on all stages of class action litigation, including class action appeals, class
10 certification motions, and class settlements. (See, e.g., *Blue Diamond Growers Product Labeling*
11 *Cases*, JCCP No. 4822 (Los Angeles County Superior Court) (false advertising of Blue Diamond
12 food products); *Adam vs. eHealth, Inc.*, Case No. 17CV309050 (Santa Clara County Superior Court)
13 (employee data breach); *Overton v. Armour-Eckrich Meats, LLC*, Case No. CIVDS1501325 (San
14 Bernardino County Superior Court) (unpaid wages, meal period and rest break claims, and PAGA
15 violations for nonexempt employees); *DeLeon et al. v. Westlake Services, LLC*, Case No. BC
16 526750 (Los Angeles County Superior Court) (unpaid overtime, meal period and rest break claims
17 for call center employees); *Sawyer v. Retail Data, LLC*, Case No. 30-2014-00753767-CU-OE-CXC
18 (Orange County Superior Court) (unpaid wage and rest break claims for piece rate workers); *Nguyen*
19 *v. Pharmerica Corporation et al.*, Case No. 30-2014-00716072-CU-OE-CXC (Orange County
20 Superior Court) (unpaid wages and unreimbursed expenses for pharmacists); *Laumea v.*
21 *Performance Food Group, Inc.*, Case No. CIVDS1407509 (San Bernardino Superior Court) (unpaid
22 wages, meal and rest break claims for non-exempt employees); *Durroh v. East West Bank*, Case
23 No. BC528860 (Los Angeles County Superior Court) (overtime claims for failure to include
24 bonuses in regular rate of pay for bank workers); *Gonzalez et al. v. SFFI Company, Inc. et al.*, Case
25 No. CIVDS1504287 (San Bernardino County Superior Court) (unpaid wages, meal period and rest
26 break claims for non-exempt employees).)

27 46. Lisa B. Iturriaga is a fourth-year Associate Attorney at Wilshire Law Firm, PLC.
28 She was admitted to practice law in the State of California in November 2021. Lisa graduated from

1 University of South Florida with a Bachelor of Science in Finance and a Bachelor of Arts in
2 Marketing. She received her Juris Doctor from Chapman University Dale E. Fowler School of Law.
3 Since graduating, her practice has been in insurance defense (previously) and employment law
4 (currently). Since 2023, she has exclusively worked on Plaintiff-side wage and hour cases.

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

11 48. Justin F. Marquez was a Senior Partner at Wilshire Law Firm, PLC. He graduated
12 from the University of California, Los Angeles's College Honors Program in 2004 with Bachelor
13 of Arts degrees in History and Japanese, *magna cum laude* and *Phi Beta Kappa*. As an
14 undergraduate, he also received a scholarship to study abroad for one year at Tokyo University in
15 Tokyo, Japan. He received his Juris Doctor from Notre Dame Law School in 2008. He has received
16 numerous awards for his legal work. From 2017 to 2020, Super Lawyers selected him as a
17 "Southern California Rising Star," and from 2022 to 2025, he was selected as a "Southern
18 California Super Lawyer." He was selected as one of the "Best Lawyers in America" from 2023 to
19 2025. In 2016 and 2017, the National Trial Lawyers selected him as a "Top 40 Under 40" attorney.
20 In 2024, he, along with his colleagues at Wilshire Law Firm, PLC, received a CLAY (California
21 Lawyer Attorneys of the Year) award for his work on a false advertising case against Apple which
22 ultimately led to a \$25 million settlement. His contingent hourly rate while at Wilshire Law Firm,
23 PLC was \$1,500 per hour. The reasonableness of Wilshire Law Firm, PLC's hourly rates is also
24 supported by several surveys of legal rates, including the following:

- 25 a. The 2022 Real Rate Report survey compiled by Wolters Kluwer, which presents the
26 real market rates of Los Angeles area attorneys who practice litigation. For that
27 category, the third quartile 2022 rate was \$1,045 per hour for partners and \$855 for
28 associates. Likewise, page 32 of the Report describes the rates charged by 183 Los

1 Angeles partners with “21 or more years of experience” and “Fewer than 21 years.”
2 For those categories, the third quartile Los Angeles partner rate in 2022 were \$1,133
3 per hour for 21 or more years and \$1,075 for attorneys with fewer than 21 years. A
4 true and correct copy of portions of the 2022 Real Rate Report is attached hereto as
5 **Exhibit 3.**

- 6 b. In an article entitled “Big Law Rates Topping \$2,000 Leave Value ‘In Eye of
7 Beholder,’” written by Roy Strom and published by Bloomberg Law on June 9,
8 2022, the author describes how Big Law firms have crossed the \$2,000-per hour
9 rate. The article also notes that law firm rates have been increasing by just under
10 3% per year. A true and correct copy of this article is attached hereto as **Exhibit 4.**

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

13 Executed on May 27, 2025, at Irvine, California.

14 
15 Arrash T. Fattahi

Exhibit 1

1 Gabrielle M. Wirth (SBN 106492)

2 *Wirth.gabrielle@dorsey.com*

3 **Jaycie J. Cruz (SBN 352494)**

4 *cruz.jaycie@dorsey.com*

5 **DORSEY & WHITNEY LLP**

6 600 Anton Boulevard, Suite 2000

7 Costa Mesa, CA 92626-7655

8 Telephone: (714) 800-1400

9 Facsimile: (714) 800-1499

10 *Attorneys for Defendant*

11 *URS Operations, LLC*

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF LOS ANGELES**

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

17 Plaintiffs,

18 v.

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

21 Defendants.

CASE NO.: **23STCV23711**

Assigned For All Purposes To:

Hon. William F. Highberger

Dept. 10

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

Action Filed:

September 29, 2023

Trial Date:

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

or other applicable law.

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

ADMINISTRATION OF SETTLEMENT

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

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

- a. Information regarding the nature of the Action;
- b. A summary of the Settlement’s principal terms;
- c. The Settlement Class definition;
- d. Each Settlement Class Member’s estimated Individual Settlement Payment 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.

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

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

MISCELLANEOUS PROVISIONS

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

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

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

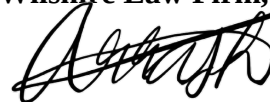
Dated: __, 2025

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

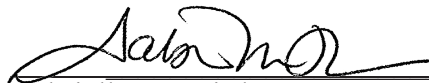
Dated: __, 2025

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

CASE NAME: ALVARADO v URS OPERATIONS

Requesting Attorney: Justin Marquez
Plaintiff or Defense: Plaintiff
Firm Name: Wilshire Law Firm
Telephone: (213) 381-9988
Email: justin@wilshirelawfirm.com

Date: June 26, 2024
Prepared By: Tim Phillips
 50 Corporate Park, Irvine CA 92606
 Tim@CPTGroup.com
Direct Number: (818) 415-2703
Main Number: (800) 542-0900

PROJECT ASSUMPTIONS & ADMINISTRATIVE COSTS

Class Size: 140	Undeliverable Mail Rate: 8%
Opt-Out Filing Rate: 1.5%	Payment Option: Check
No. of Checks Issued: 138	Unclaimed Funds: SCO
Language Translation Services: Yes	Postage Total: \$256.36
Settlement Website: Static Website	Grand Total: \$12,014.74
Notice Procedures: Mail	CPT'S DISCOUNTED FEE: \$8,000.00

The services and numbers reflected herein are estimates based on the information provided by counsel at the time of this Bid. If the actual services and numbers are different, our cost estimate will change accordingly. Client expressly acknowledges and agrees that estimated fees and costs may fluctuate and agrees to pay for any such increases to such estimates as if set forth herein.

The attached Terms and Conditions are included as part of and incorporated by reference to our cost proposal. By accepting our cost proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

After receiving the data, CPT will scrub all records to eliminate duplicates and anomalies; this process is designed to achieve a higher success percentage in delivering the Class Notice. Each Class Member will receive a unique mailing ID that will be utilized for all administrative purposes. If necessary, CPT will translate the court approved Notice documents and opt-out form into Spanish. The Settlement website will publish the full Notice and all relevant case documents for downloading.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	1	\$95.00
Programming: Data Base Setup	\$150.00	1	\$150.00
Spanish Translation	\$1,200.00	1	\$1,200.00
Static Website	\$500.00	1	\$500.00
Sub Total:			\$1,945.00

DIRECT MAIL NOTIFICATION

CPT will perform an address update via NCOA and, if necessary, conduct an additional skip trace in order to ensure that mail is delivered to the most current address possible. A detailed notice and a one-page opt-out form will be mailed in English and Spanish.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Documents	\$95.00	2	\$190.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
XML Lex ID Skip Trace	\$0.85	14	\$11.90
Print & Mail Notice Packets	\$1.50	140	\$210.00
First-Class Postage (up to 2 oz.)*	\$0.97	140	\$135.80
Sub Total:			\$682.70

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

PROCESS RETURNED UNDELIVERABLE MAIL

According to CPT's historical data, 8% of the notices are returned as undeliverable. Upon notification from USPS, CPT performs a skip trace to locate a current address. Typically, 70% of the undeliverable notice packets are eligible for remail with an updated address.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	1	\$60.00
Update Undeliverable Mail Database	\$0.50	11	\$5.50
Skip Trace for Best Address	\$1.00	10	\$10.00
Print & Remail Notice Packets	\$1.50	8	\$12.00
First-Class Postage (up to 1 oz.)	\$0.97	8	\$7.76
Sub Total:			\$95.26

OPT-OUT PROCESSING

CPT will thoroughly examine the submissions to identify and remove any duplicates, fraudulent responses, or otherwise invalid submissions. CPT will process and verify opt-outs, objections, and other responses submitted by class members. Deficient responses will be sent a follow-up notice, offering the class member a chance to cure.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: De-duplication/Scrubbing	\$150.00	1	\$150.00
Project Manager: Validate Opt-Outs	\$95.00	1	\$95.00
Clerical Staff	\$60.00	1	\$60.00
Opt-Out Processing	\$2.50	2	\$5.25
Print & Mail Deficiency/Dispute Notices	\$1.50	1	\$1.50
First-Class Postage (up to 1 oz.)	\$0.69	1	\$0.69
Review & Process Deficiency Responses	\$10.00	1	\$10.00
Sub Total:			\$322.44

CLASS MEMBER SUPPORT

CPT will establish a toll-free telephone number equipped with interactive voice response (IVR) capabilities and live customer support representatives. Live support will be available during regular business hours, Monday to Friday, 9:00 AM to 5:30 PM, Pacific Time (PT). The dedicated case phone number shall be operational for a maximum of 120 days following the disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	28	\$84.00
Sub Total:			\$384.00

SSN VERIFICATION

Authenticate Social Security Number for validity using IRS verification processes and/or IRS backup withholdings processes.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	138	\$13.79
Sub Total:			\$448.79

DISTRIBUTION SERVICES

CPT will establish a 26 CFR § 1.468B-1 compliant Qualified Settlement Fund (QSF). Upon Final Approval, CPT will perform the required settlement payment calculations, and once approved by the parties, CPT will issue a (MICR) check to all eligible claimants. CPT will also issue an IRS Form 1099 and/or IRS Form W2 when applicable. CPT utilizes the bank's Payee Positive Pay to prevent check fraud and performs monthly account reconciliations for the QSF bank account. Undeliverable checks are skip-traced to obtain a current address and are remailed accordingly. Requests for check reissues will be processed throughout the check cashing period. CPT's administration of the QSF will continue for a maximum duration of one year following the initial distribution of funds.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Programming: Setup & Printing of Checks	\$150.00	3	\$450.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$2.50	138	\$344.75
First-Class Postage (up to 1 oz.)	\$0.69	138	\$95.15
Project Supervisor: Account Reconciliation	\$150.00	12	\$1,800.00
Update Undeliverable Checks Database	\$0.50	7	\$3.45
Skip Trace for Best Address	\$1.00	7	\$6.90
Remail Undeliverable Checks	\$2.50	6	\$15.00
First-Class Postage (up to 1 oz.)	\$0.69	6	\$4.14
Re-Issue Checks as Required	\$5.00	6	\$30.00
First-Class Postage (up to 1 oz.)	\$0.69	6	\$4.14
Sub Total:			\$4,293.52

TAX REPORTING & SETTLEMENT CONCLUSION

CPT prepares annual tax reporting on behalf of the QSF and Federal and State taxes in accordance with current state and federal regulations.

All parties will be furnished with weekly and final reports. A declaration attesting to due process will be provided to all parties.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
CA Tax Preparation*	\$600.00	1	\$600.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
Sub Total:			\$3,040.00

*CPT will file Federal and California taxes in accordance with current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

SCO ESCHEATMENT PROCESSING

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
UPEnterprise Reporting Services	\$0.15	29	\$4.35
Project Manager: Reporting & Remittance	\$95.00	2	\$190.00
Project Supervisor: Review of Report	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.68	1	\$8.68
Add'l Account Recons	\$150.00	3	\$450.00
Sub Total:			\$803.03

Total Administration Costs: \$12,014.74

Courtesy Discount: -\$4,014.74

CPT'S DISCOUNTED FLAT FEE: \$8,000.00

TERMS AND CONDITIONS

These Terms and Conditions (“**Terms and Conditions**”) are made a part of, and incorporated by reference into, any Bid presented by CPT Group, Inc. (“**CPT**”) to Client. Each of Client and CPT is a “**Party**” to this Agreement, and collectively, the “**Parties**”.

1. Definitions.

- a) “**Affiliate**” means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.
 - b) “**Agreement**” means these Terms and Conditions and the Bid.
 - c) “**Applicable Laws**” means all applicable local, state and federal laws, ordinances, rules and regulations.
 - d) “**Approved Bank**” means any financial institution that is insured by the Federal Deposit Insurance Corporation.
 - e) “**Bid**” means a proposal, statement of work, order form, and/or schedule for Services (including any and all addendums, exhibits, or amendments thereto) provided by CPT to Client.
 - f) “**Case**” means the case referred to in the attached Bid and/or the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the caption of the applicable Court Order.
 - g) “**Class**” means Members and putative Members collectively.
 - h) “**Client**” means the party or parties engaging CPT for Services as set forth in the Bid, namely Plaintiff Counsel and/or Defense Counsel.
 - i) “**Confidential Information**” means any non-public information of CPT or Client disclosed by either Party to the other Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other Party may have access, which a reasonable person would consider confidential and/or which is marked “confidential” or “proprietary” or some similar designation by the disclosing Party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient’s prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
 - j) “**Court Order**” means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more Parties To The Case to carry out a legal obligation pursuant to the Case.
 - k) “**Defendant**” means the named Party and/or Parties in the Case against whom action is brought.
 - l) “**Defense Counsel**” means the attorney(s) of record for the Defendant(s) in the Case.
 - m) “**Intellectual Property Right**” means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
 - n) “**Member**” means an individual who is eligible under the Case or Class to receive a communication about their pending legal rights under the matter and/or designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons or other parties in the representative action so designated or addressed therein.
 - o) “**Member Content**” means all Member written document communications relating to the Case, including claim forms, opt-out forms, and/or objections, which may contain Member Data.
 - p) “**Member Data**” means proprietary or personal data regarding Members under this Agreement.
 - q) “**Parties To The Case**” shall mean collectively Defendant(s) and Plaintiff(s) as defined in the Settlement Agreement or Court Order.
 - r) “**Plaintiff**” means the named party and/or parties in the Case who are bringing the action.
 - s) “**Plaintiff Counsel**” means the attorney(s) of record for Plaintiff(s) in the Case, and/or upon certification by the Court the attorney(s) of record designated to represent the Class.
 - t) “**Products**” means any and all CPT Services and work product resulting from Services.
 - u) “**Qualified Settlement Fund**” or “**QSF**” means a bank account established pursuant to U.S. Department of Treasury Regulations §1468B-1.
 - v) “**Service**” means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Members; (ii) setting up a QSF with an Approved Bank; (iii) management of disbursement of funds from the QSF to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
 - w) “**Settlement Agreement**” means the contract between Parties To The Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Members.
 - x) “**Settlement Amount**” means the total dollar amount agreed to between Parties To The Case to resolve the Case to mutual satisfaction.
 - y) “**Software**” means any and all of CPT’s software applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
 - z) “**Transmission Methods**” means the secure authorized manner to send Member Data and/or Wire Information as specified on a schedule or exhibit hereto.
 - aa) “**Term**” means the period commencing on the date set forth on the Bid and continuing until the date of final judgment (if a settlement) or upon completion of all Services as set forth in the Bid.
 - bb) “**Wire Information**” means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.
2. Client Obligations. Client will ensure that it has obtained all necessary consents and approvals for CPT to access and use Member Data for the purposes permitted under this Agreement and shall only transmit Member Data and/or Wire Information to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Member Data provided under this Agreement. Client further warrants that any Member Data, Wire Information, or other content, data, materials or information it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disenabling codes which could adversely affect Member Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.
3. CPT Obligations. CPT will (i) maintain appropriate safeguards designed to protect Member Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Member Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Parties To The Case, Members, Plaintiff Counsel or Defense Counsel as applicable.
4. Security. Client and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any Member Data in its possession or control under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such Member Data; (c) protect against unauthorized access to or use of such Member Data that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such Member Data in connection with its disposal.
- a) Incident Notification. In the event a Party discovers that Member Data relating to the Case is the subject of (i) any unauthorized acquisition, loss, access or use and/or (ii) an actual or suspected breach concerning such Party’s systems (items (i) and/or (ii) a “**Security Incident**”), or a Party has a reasonable belief that a Security Incident has occurred or is at risk of occurring, such Party will promptly but no later than forty-eight (48) hours of its discovery of such circumstances, inform the other Parties in the event of such Security Incident, and shall utilize best efforts to assist the other Parties to mitigate the effects of such Security Incident.
 - b) b) Response Procedures. In the event of a Security Incident, the breached party shall (i) cooperate with any reasonable investigation concerning the Security Incident by the other Parties, regulators and/or law enforcement; and (ii) cooperate with the other Parties to comply with Applicable Laws concerning such Security Incident, including any notification to affected individuals. The Parties acknowledge that the breached party in any Security Incident shall be the Party responsible for

any and all remedies and costs under Applicable Laws concerning such Security Incident, unless such breach occurred due to another Party's actions hereunder, in which instance such party shall be comparatively responsible for all remedies and costs. In no event will any Party serve notice or otherwise publicize a Security Incident without the prior written consent of the other Parties. The Parties shall reasonably cooperate and coordinate with each other to respond to the Security Incident, including with regard to the content of notification to affected individuals.

6. **Qualified Settlement Fund Account.** When the Case has a Settlement Amount CPT shall be authorized to establish one or more QSF bank accounts at an Approved Bank if and as applicable to the Services as set forth in the Bid. The amounts held at the Approved Bank under this Agreement are at the sole risk of Defendant. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
7. **Fees and Payment.** Pricing for Services is as stated on the Bid, and Client agrees to pay CPT in the amounts set forth on the Bid. Client will be invoiced per the schedule set forth in the Bid, and payment of fees will be due within 30 days after the date of the invoice, except where the Bid or terms of the Settlement Agreement or Court Order expressly prescribes other payment dates. All fees set forth in a Bid are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% per month (or the highest rate allowable by law, whichever is lower) on the outstanding balance from the date due until the date of actual payment, which such late charge(s) may be charged against the QSF account if incurred in connection with Services provided pursuant to administration of a settlement. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation. . In connection with CPT's administration of a QSF, unless otherwise stated in the Settlement Agreement or Court Order concerning disbursement of unclaimed funds in the QSF account, CPT reserves the right, after one (1) year of issuance of disbursements to Members, to classify any remaining balance in such QSF account as additional administrative fees payable to CPT until such time as the QSF account balance becomes zero (\$0.00), and thereafter close such account.
8. **Term and Termination.**
 - a) **Term.** The Term is set forth in the Bid. The Agreement may be renewed by mutual written agreement of the parties.
 - b) **Termination for Cause.** Either Party may immediately terminate this Agreement if the other Party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching Party's receipt of written notice describing the breach in reasonable detail.
 - c) **Bankruptcy Events.** A Party may immediately terminate this Agreement if the other Party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
 - d) **Effect of Termination.** Immediately following termination of this Agreement, upon written request, Member Data may be retrieved via the secure FTP site in the same format in which the Member Data was originally inputted into the Software, at no additional charge. Alternatively, Member Data can be returned in a mutually agreed format at a scope and price to be agreed upon. CPT will maintain a copy of Member Data and Member Content for no more than four (4) years following the date of the final check cashing deadline for Members under the Settlement Agreement, after which time any Member Data and Member Content not retrieved will be destroyed.
 - e) **Final Payment.** If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.
9. **Confidentiality.** Each Party agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such Party's rights and responsibilities under this Agreement; and (iii)

to keep the Confidential Information confidential using the same degree of care such Party uses to protect its own confidential information; provided, however, that such Party shall use at least reasonable care. These obligations shall survive termination of this Agreement.

- a) **Compelled Disclosure.** If receiving Party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such Party shall (i) promptly notify the other Party, (ii) reasonably cooperate with the other Party in such Party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each Party is advised by its counsel in writing is legally required to be disclosed.
 - b) **Remedies.** If either Party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other Party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.
10. **Intellectual Property.** CPT retains all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. CPT does not claim any ownership rights to Member Data.
 11. **Indemnification.** Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, "**Covered CPT Parties**") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "**Damages**") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Member Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
 12. **Warranties.** Each Party represents and warrants to the other Party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such Party; (iii) the Agreement is a legally valid and binding obligation of such Party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE
 13. **Liability.**
 - a) **Liability Cap.** EXCEPT FOR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE BY CLIENT AND/OR THE PARTIES TO THE CASE TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
 - b) **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 14. **Communications.** CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and

certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.

15. Miscellaneous Provisions.

- a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
- b) Force Majeure. Neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such Party's reasonable control, provided that the delayed Party: (i) gives the other Party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the Parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by the Parties.
- f) Assignment. Neither Party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other Party's prior written consent; provided, however, either Party, without the consent of the other Party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such Party, where the responsibilities or obligations of the other Party are not increased by such assignment and the rights and remedies available to the other Party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the Parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.
- h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("**Statistical Data**") derived from the operation of the Software, and

nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.

- i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such Applicable Laws, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other Party as set forth on the Bid or at such other address as may hereafter be furnished in writing by either Party hereto to the other Party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each Party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither Party may make any statement that would contradict anything in this section.
- m) Subcontractors. CPT may use subcontractors to perform Client-specific Services; provided however, that CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.
- o) Waiver. No failure or delay on the part of either Party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.
- p) Acceptance. If, when requested in writing by Client, CPT then provides any Service to Client, whether or not such Services were specified in the original Bid, these Terms and Conditions shall apply to the provision of such Services and be deemed accepted and approved by Client concerning such Services.
- q) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

Exhibit 3



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).

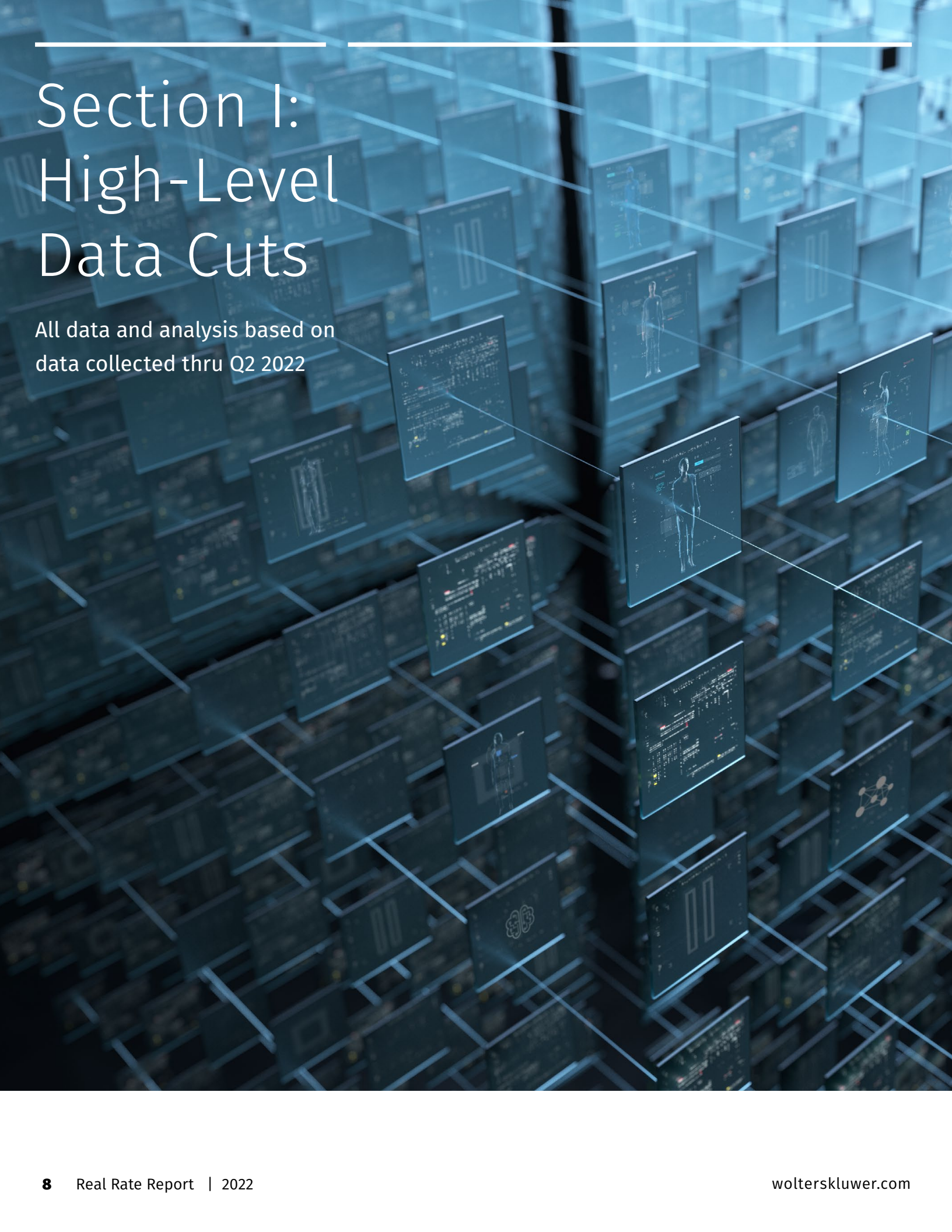
Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural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

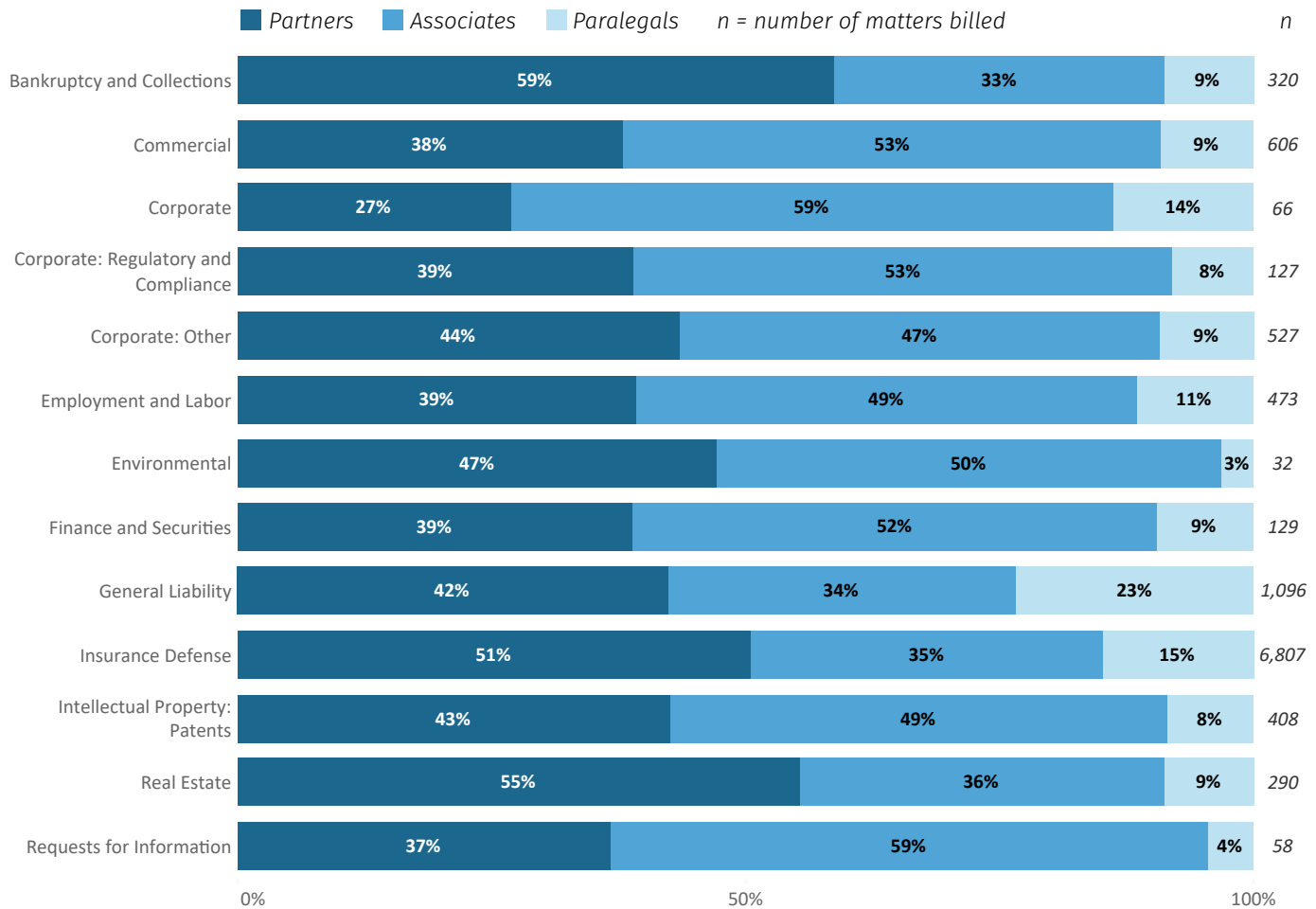
Section VI: Matter Staffing Analysis

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 4

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.

To contact the reporter on this story: Roy Strom in Chicago at rstrom@bloomberglaw.com

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

Documents

[Trustee's Objection](#)

Related Articles

[Overworked Big Law Can't Find Enough Lawyers With Demand Surging](#)

Dec. 9, 2021, 3:00 AM

[Never Underestimate Big Law's Ability to Raise Billing Rates](#)

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

PROOF OF SERVICE

Alvarado, et al. v. URS Operations, LLC, et al.
23STCV23711

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

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

On May 27, 2025, I served the foregoing **DECLARATION OF ARRASH T. FATTAHI IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Gabrielle Wirth (SBN 106492)
wirth.gabrielle@dorsey.com
Jaycie J. Cruz (SBN 352494)
cruz.jaycie@dorsey.com
DORSEY & WHITNEY LLP
600 Anton Boulevard, Suite 2000
Costa Mesa, CA 92626-7655
Telephone: (714) 800-1400
Facsimile: (714) 800-1499

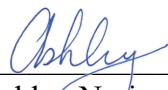
Attorneys for Defendant

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE**.

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

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

Executed on May 27, 2025, at Los Angeles, California.



Ashley Narinyans