

WILSHIRE LAW FIRM, PLC

Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
Daniel J. Kramer (SBN 314625)
daniel.kramer@wilshirelawfirm.com
Chase Stern (SBN 290540)
chase.stern@wilshirelawfirm.com
Alan Wilcox, Esq. (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Conor Gomez, Esq. (SBN 337395)
conor.gomez@wilshirelawfirm.com
Lucy Nguyen, Esq. (SBN 338783)
lucy.nguyen@wilshirelawfirm.com
660 South Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

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

Plaintiff,

v.

TOUCHSTONE GOLF, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No. 23STCV26302
Assigned to the Hon. David S. Cunningham
III, Dept. 11

Complaint filed: October 26, 2023
FAC filed: March 5, 2024
Trial date: Not set

CLASS & REPRESENTATIVE ACTION

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

*[Filed concurrently with: Plaintiff's Notice of
Motion and Motion for Preliminary Approval
of Class Action Settlement]*

PRELIMINARY APPROVAL HEARING

Date: June 4, 2026
Time: 9:00 a.m.
Dept: 11

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

2 1. I am admitted, in good standing, to practice as an attorney in the State of California
3 and the United States District Courts for the Northern District of California. I am a Settlement
4 Attorney at Wilshire Law Firm, PLC (“WLF”), counsel of record for Plaintiff Zachary Brown
5 (“Plaintiff” or “Class Representative”). I, along with Alan Wilcox and Lucy Nguyen of WLF, have
6 reviewed the case files for this matter as routinely kept by WLF in the course of litigation and
7 conferred with my colleagues, Benjamin H. Haber, Daniel Kramer, and Chase Stern of WLF
8 (collectively and inclusively “Class Counsel”). Based upon the information available to Class
9 Counsel through WLF’s record-keeping processes, I am competent to make this declaration (this
10 “Declaration”). This Declaration is submitted concurrently with and in support of Plaintiff’s
11 Motion for Preliminary Approval of Class Action Settlement (the “Motion”), the material terms of
12 which are encompassed within the Class Action and PAGA Settlement Agreement and Class
13 Notice (the “Settlement” or “Settlement Agreement”). A true and correct copy of the Settlement
14 Agreement is attached as **Exhibit 1**.

15 CASE BACKGROUND

16 2. This is a wage and hour class action and Private Attorneys General Act (“PAGA”)
17 (Cal. Lab. Code §§ 2699, *et seq.*) representative action between Plaintiff and Defendant
18 Touchstone Golf LLC (“Defendant,” and together with Plaintiff, the “Parties”) (the “Action”).
19 Plaintiff and the putative class members are all persons employed by Defendant in California and
20 classified as hourly non-exempt employees who worked for Defendant at any time during the Class
21 Period (each a “Class Member” and collectively the “Class”). The Class Period means the period
22 from December 2, 2020 to May 3, 2025, or such other date as determined consistent with Section
23 8 of the Settlement Agreement hereafter at Defendant's option (the “Class Period”). Defendant
24 manages at least 25 golf courses throughout California.

25 3. Plaintiff alleges that Defendant’s payroll, timekeeping, and wage and hour practices
26 resulted in Labor Code violations. Specifically, Plaintiff alleges that Defendant failed to pay for
27 all hours worked, failed to provide employees with legally compliant meal and rest periods, failed
28

1 to timely pay final wages at termination, failed to provide accurate itemized wage statements,
2 and failed to indemnify employees for expenditures.

3 4. Based on these allegations, on October 26, 2023, Plaintiff filed a putative wage and
4 hour class action complaint against Defendant for: (1) failure to pay minimum and straight time
5 wages (Labor Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Labor
6 Code §§ 1194 and 1198); (3) failure to provide meal periods (Labor Code §§ 226.7 and 512); (4)
7 failure to authorize and permit rest periods (Labor Code § 226.7); (5) failure to timely pay final
8 wages at termination (Labor Code §§ 201-203); (6) failure to provide accurate itemized wage
9 statements (Labor Code § 226); (7) failure to indemnify employees for expenditures (Labor Code
10 § 2802); and (8) unfair business practices (Business and Professions Code §§ 17200, *et seq.*). On
11 December 11, 2023, pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave notice to the
12 LWDA and Defendant of the specific provisions the Labor Code alleged to have been violated,
13 including the facts and theories in support. On March 5, 2024, after the 65-day statutory period
14 passed, Plaintiff filed a First Amended Complaint which added a cause of action for civil
15 penalties under PAGA.

16 DISCOVERY, INVESTIGATION, AND SETTLEMENT

17 5. Following the filing of the Action, the Parties exchanged documents and
18 information before going to mediation. Defendant produced a sample of time and pay records for
19 Class Members. Defendant also provided documents of its wage and hour policies and practices
20 during the Class Period, and information regarding the total number of current and former
21 employees in its informal discovery responses.

22 6. After reviewing documents regarding Defendant's wage and hour policies and
23 practices and analyzing Defendant's timekeeping and payroll records, Class Counsel was able to
24 evaluate the probability of class certification, success on the merits, and Defendant's maximum
25 monetary exposure for all claims. Class Counsel also investigated the applicable law regarding the
26 claims and defenses asserted in the Action. Class Counsel also investigated the applicable law
27 regarding the claims and defenses asserted in the Action. Class Counsel reviewed these records
28 and utilized an expert to prepare a damages analysis prior to mediation.

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

8. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses, the Parties reached the Settlement for \$1,375,000.00 (the "Gross Settlement Amount").

10. WLF requested several bids from experienced class action settlement administrators to serve as the settlement administrator for this Settlement. The Parties accepted the bid Phoenix Class Action Administration Solutions (the “Administrator”) which was the lowest out of the multiple bids sought. The Settlement Administrator has multiple years of experience in the field of Class Action Administration, particularly in the wage and hour arena. In its bid, the Settlement Administrator agreed to cap its costs at \$15,750.00 for 1,656 Class Members (the “Administration Costs”). The Settlement Administrator’s bid accounts for serving the class notice in English and Spanish. A true and correct copy of the bid is attached as **Exhibit 2**.

12. No one at WLF (meaning the law firm itself and anyone employed at the law firm) has any interest, financial or otherwise, in the Settlement Administrator.

THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

14. Class Counsel has conducted a thorough investigation into the facts of this Action. Based on the foregoing discovery and their own independent investigation and evaluation, Class

Counsel is of the opinion that the Settlement is fair, just, reasonable, and adequate and is in the best interests of the Class Members in light of all known facts and circumstances, the risk of significant delay, the defenses that could be asserted by Defendant both to certification and on the merits, trial risk, and appellate risk.

15. Based on an analysis of the facts and legal contentions in this case, documents and information from Defendant, Class Counsel evaluated Defendant's maximum exposure. We took into account the risk of not having the claims certified and the risk of not prevailing at trial, even if the claims are certified. After using the data Defendant provided, including Class Member timekeeping and payroll records, as well as Class Member demographics (i.e., the number of Class Members, "Workweeks" (defined as any week in which a Class Member worked for Defendant as an hourly non-exempt employee in California during the Class Period for remuneration for one or more hours), the PAGA Period (defined as the period from December 30 2022, to May 3, 2025, or such other date as determined consistent with Section 8 of the Settlement Agreement at Defendant's option), PAGA Pay Periods (defined as each two-week period that was delineated by Defendant for purposes of processing its payroll during the PAGA Period), with the assistance of a statistics expert, Class Counsel created a damages model to evaluate the realistic range of potential recovery for the Class. The damages model is based on the following benchmarks:

Total Class Members: 1,656

Terminated Class Members during 3-year statute of limitations period: 1,560

Total Workweeks: 90,000

PAGA Pay Periods: 14,284

PAGA Eligible Employees: 943

Avg. Hourly Rate: \$18.39

16. Based on Plaintiff's discovery and investigation, Class Counsel reached the conclusion that Defendant had a policy and practice of: requiring its employees to work "off-the-clock" prior to clocking in for the workday, during meal periods, and after clocking out for the workday, time which it did not pay for; not providing its employees with California compliant

1 meal and rest periods, which it did not pay appropriate premiums for; and failing to reimburse its
2 employees for business-related expenses. Defendant denies these claims.

3 17. For purposes of calculating Defendant's liability based on a best-case scenario for
4 Plaintiff and the Class, we estimate that Defendant's maximum potential exposure by assuming
5 that all unpaid work time should have been paid at the overtime rate, not minimum or straight time
6 wages and we assumed that Defendant is liable for 1 hours of unpaid worktime per workweek.
7 This results in an estimate of \$2,482,650.00 (90,000 weeks * \$18.39 hourly average rate * 1.5
8 overtime rate * 1 hours of unpaid work per week) but we discounted this figure by 80% to account
9 for the difficulty of prevailing on a motion for class certification and a trial on the merits because
10 liability depends on whether Defendant knew or should have known that Class Members were
11 working off-the-clock, yielding a realistic damage estimate of \$496,530.00.¹

12 18. With respect to the meal period claim, Plaintiff alleges that Defendant required
13 Plaintiff and similarly situated Class Members to either work in lieu of taking meal periods, or
14 their meal periods were untimely or interrupted. Our expert analyzed Defendant's timekeeping
15 records and opined that approximately 42% of all meal breaks had violations of short, missed, or
16 no meal periods (accounting for waivable shifts and meal period premiums paid). Potential liability
17 for the meal period claim is \$2,363,482.80 (90,000 weeks * 42% * \$18.39 * reasonable estimated
18 3.4 shifts a week). We discounted this figure by 80% to account for the difficulty of certifying and
19 proving meal period claims, as well as Defendant's contention that the claim lacks merit,
20 particularly in light of its numerous meal period premium payments, yielding a realistic damage
21 estimate of \$472,696.56.

22 19. With respect to the rest period claim, Plaintiff alleges that Defendant required them
23 and similarly situated class members to work in lieu of taking rest periods, or their rest periods
24 were interrupted. Assuming a 100% violation rate for the class period based on Plaintiff's and other
25 class members' experience working for Defendant, but discounting this rate to 50% given it is a

26
27 ¹ An 80% discount for risk at certification and trial is reasonable because the Judicial Council of California
28 found that only 21.4% of all class actions were certified either as part of a settlement *or* as part of a contested
certification motion. *See* Findings of the Study of California Class Action Litigation, 2000-2006, available at <http://www.courts.ca.gov/documents/class-action-lit-study.pdf>.

1 they-said they-said situation wherein it would be a coin toss as to who they jury would believe
2 since the rest breaks are not required to be recorded, Defendant's potential liability for the rest
3 period claim is \$2,813,670.00 (90,000 weeks * 50% * \$18.39 * reasonable estimated 3.4 shifts a
4 week); however, we discounted this figure by 90% to account for the difficulty of certifying and
5 proving rest period claims, particularly because rest periods do not have to be recorded, and to
6 account for the possibility of class members voluntarily choosing to forego a rest period, yielding
7 a realistic damage estimate of \$281,367.00.

8 20. Plaintiff also alleges that Defendant failed to reimburse necessary business
9 expenses. Plaintiff and similarly situated Class Members were frequently required to use their
10 personal cell phones to communicate with their supervisors and managers about work-related
11 duties and were additionally required to purchase their own basic supplies. For purposes of
12 calculating Defendant's liability based on a best-case scenario for Plaintiff and the Class, we
13 estimated that Defendant was liable to each Class Member for \$10.00 per workweek, in
14 unreimbursed expenses, for a total amount of \$900,000.00 (\$10.00 * 90,000); however, we
15 discounted this figure by 80% to account for the difficulty of certifying and proving expense
16 reimbursement claims, particularly in light of written policies and practices providing a mechanism
17 for class member's to seek reimbursement, yielding a realistic damage estimate of \$180,000.00.

18 21. In sum, we estimated that Plaintiff's maximum recovery for the off-the-clock claim,
19 meal period violations, rest period violations, and failure to reimburse expenses is \$8,559,802.80,
20 but, after factoring in the risk and uncertainty of prevailing at certification and trial, we estimate
21 that Plaintiff's realistic estimated recovery for the non-penalty claims is \$1,430,593.56.

22 22. With respect to Plaintiff's derivative claims for statutory and civil penalties,
23 Plaintiff estimated that Defendant's realistic potential liability is \$1,668,678.48. While
24 Defendant's maximum potential liability for: waiting time penalties is \$5,336,042.40 based on
25 approximately 1,560 terminated class members during the 3-year statute of limitations period
26 (1,560 * \$18.39 * 6.2 hours * 30 days); inaccurate wage statements is \$1,578,950.00 based on
27 approximately 943 class members who worked approximately 16,261 pay periods within the 1-
28 year statute of limitations period (\$50 * 943) + (\$100 * 15,318); and PAGA violations

1 \$1,428,400.00 based on the Court assessing a \$100 penalty for initial violations for all 14,284 pay
2 periods within the 1-year statute of limitations period, we believe that it would be unrealistic to
3 expect the Court to award the full \$8,343,392.40 in penalties given Defendant's defenses, the
4 contested nature of Plaintiff's claims, and the discretionary nature of penalties. Considering that
5 the underlying claims are realistically estimated to be \$1,430,593.56, such a disproportionate
6 award would also raise due process concerns. Weighing these factors and applying a discount of
7 80% to account for the risk and uncertainty of prevailing at trial and the Court's discretionary
8 ability to lower penalties, we arrived at \$1,668,678.48 for statutory and civil penalties.

9 23. Using these estimated figures, Plaintiff predicted that the realistic maximum
10 recovery for all claims, including penalties, would be \$3,099,272.04. This means that the
11 \$3,943,373.04 settlement figure represents approximately 44% of the realistic maximum recovery
12 (\$1,375,000.00/ \$3,099,272.04= 44%). Considering the risk and uncertainty of prevailing at class
13 certification and at trial, this is an excellent result for the Class.² Indeed, because of the Settlement,
14 Class Members will receive timely, guaranteed relief and will avoid the risk of an unfavorable
15 judgment.

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

19 25. This Settlement avoids the risks and the accompanying expenses of further
20 litigation. Although the Parties had engaged in significant amount of investigation, informal
21 discovery and Class-wide data analysis, the Parties had not yet completed formal written discovery.
22 Plaintiff intended to depose corporate officers and managers of Defendant. Moreover, preparation
23 for a class certification and a trial remained for the Parties as well as the prospect of appeals in the
24 wake of a disputed class certification ruling for Plaintiffs and/or adverse summary judgment ruling.

25
26 ² See, e.g., *Wise v. Ulta Salon, Cosmetics & Fragrance, Inc.* (E.D. Cal. Aug. 21, 2019) 2019 WL 3943859 at
27 *8 (granting preliminary approval where the proposed allocation to settle class claims was between 9.53 percent of
28 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.").

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. As a result of the Settlement, the net settlement amount (the "Net Settlement Amount") to be split amongst the Class is the Gross Settlement Amount minus:

- a. \$458,333.33 for Class Counsel's attorneys' fees (the "Class Counsel Fees Payment");
- b. \$31,000.00 for Class Counsel's litigation expenses (the "Class Counsel Litigation Expenses Payment");
- c. \$15,750.00 in administration costs (the "Administration Costs");
- d. \$89,375.00 for the allocated amount of the PAGA penalties payable to the LWDA (the "LWDA Payment");
- e. \$48,125.00 for the allocated amount of the PAGA penalties payable to the Aggrieved Employees ("Individual PAGA Payment"); and
- f. \$7,500.00 for the service award to Plaintiff for serving as the Class Representative (the "Class Representative Service Award").

27. The Net Settlement Amount is estimated to be \$724,916.67 for the Class. As a result, each Class Member is eligible to receive an average net benefit of approximately \$437.75. When considering the risks of litigation, the uncertainties involved in achieving class certification, the burdens of proof necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that the Settlement is within the "ballpark" of reasonableness, and preliminary settlement approval is appropriate.

CLASS REPRESENTATIVE SERVICE AWARD IS REASONABLE

28. Class Counsel represents that Plaintiff devoted a great deal of time and work assisting Class Counsel in the Action.

29. Throughout the Action, Plaintiff has cooperated immensely with Class Counsel and has taken many actions to protect the interests of the Class. Plaintiff provided valuable information regarding the off-the-clock, meal period, and rest period claims. Plaintiff also informed Class Counsel of developments and information relevant to the Action, participated in decisions

1 concerning the Action, and Plaintiff was available to answer questions during the mediation.
2 Before Class Counsel filed the Action, Plaintiff provided Class Counsel with documents regarding
3 the claims alleged in the Action. The information and documentation provided by Plaintiff was
4 instrumental in establishing the wage and hour violations alleged in the Action, and the recovery
5 provided for in the Settlement Agreement would have been impossible to obtain without Plaintiff's
6 participation.

7 30. At the same time, Plaintiff faced many risks in serving as the Class Representative
8 in the Action. Plaintiff faced actual risks with their future employment since being named on public
9 record in an employment lawsuit could also very well affect a person's ability to procure future
10 employment. Furthermore, as part of the Settlement, Plaintiff is executing general release of all
11 claims against Defendant.

12 31. In turn, Class Members will now have the opportunity to participate in the
13 Settlement, which reimburses them for alleged wage violations they may have never known about
14 on their own or been willing to pursue on their own. If the Class Members would have each tried
15 to pursue their legal remedies on their own, that would have resulted in each Class Member
16 expending a significant amount of their own monetary resources and time, which were obviated
17 by Plaintiff serving as Class Representative on behalf of the other Class Members.

18 32. In the final analysis, this Action would not have been possible without the aid of
19 Plaintiff, who put their own time and effort into the Action, sacrificed the value of their own
20 individual claims, and placed assumed risks for the sake of the Class. The Class Representative
21 Service Award for Plaintiff's service and general release of all individual claims is a relatively
22 small amount of money given the time and effort Plaintiff put into the Action and in comparison
23 to service awards granted to named plaintiffs in similar class actions. The Class Representative
24 Service Award is therefore reasonable to compensate Plaintiff for their active participation in this
25 lawsuit.

26 THE REQUEST FOR CLASS COUNSEL FEES AND COSTS IS REASONABLE

27 33. I believe that the Class Counsel Fees and Class Counsel Costs are reasonable. The
28 fee percentage requested is less than that charged by Class Counsel for most employment cases.

1 Class Counsel invested significant time and resources into the Action, with payment deferred to
2 the end, and then, of course, contingent on the outcome.

3 34. It is further estimated that Class Counsel will need to expend at least another 10 to
4 15 hours to monitor the process leading up to the final approval and payments made to the Class.
5 Class Counsel also bears the risk of taking the necessary actions if Defendant fails to pay.

6 35. The risk to Class Counsel has been very significant, particularly if we would not be
7 successful in pursuing this Action. In that case, Class Counsel would have been left with no
8 compensation for all the time taken in litigating this Action. Indeed, Class Counsel has taken on a
9 number of class action cases that have resulted in thousands of attorney hours being expended and
10 ultimately having certification denied or the defendant company going bankrupt. The contingent
11 risk in these types of cases is very real and they do occur regularly. Furthermore, Class Counsel
12 was precluded from focusing on, or taking on, other cases which could have resulted in a larger,
13 and less risky, monetary gain.

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

23 PLAINTIFF'S COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

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

5 CLASS COUNSEL’S EXPERIENCE

6 Conor J.D. Gomez’s Qualifications

7 39. I am a fifth-year Settlement Attorney at WLF where I am responsible
8 for finalizing resolved class action and PAGA matters, ensuring that they are carried through the
9 approval and distribution process in an efficient manner and in compliance with Court orders. I
10 graduated from the University of California, Los Angeles School of Law in May 2020, and I passed
11 the California Bar Exam on my first try and was admitted to practice in May 2021. I am admitted
12 to practice law in the State of California and the Northern District of California.

13 40. I am also an adjunct professor at the Thomas Jefferson School of Law in San
14 Diego, California, and I serve as a Bar Exam Preparation mentor to various law students in San
15 Diego, California. I graduated from the University of California, San Diego in 2017 with a
16 Bachelor of Arts degree in Sociology, with a specific concentration in Law & Society. During law
17 school, I also obtained credentials in course design, teaching innovation and technology, and
18 business administration from the University of California, Irvine. I was awarded the Masin Family
19 Foundation Gold Award for my academic performance in law school.

20 41. I started my career representing both for-profit and non-profit/tax-exempt
21 organizations, and I utilize those skills to achieve strong results for my clients now because I have
22 sat on the other side of the table representing businesses. I have practiced in Plaintiff-side
23 employment litigation for several years now, and I have a strong record of reaching settlement for
24 individual wage and hour and FEHA claims with results regularly landing in the six-figure range.
25 I have worked with several firms gaining increasing responsibility, and I have regularly mentored
26 dozens of new attorneys teaching them the basics of employment law and litigation strategy to
27 achieve efficient results. I transitioned to this role at WLF to capitalize on my strengths of reaching
28

1 settlement, creating efficient workflows, drafting clear and concise agreements and motions, and I
2 wanted to achieve maximal results for larger classes of workers.

3 42. I have served on the board of directors for local arts organizations and regularly host
4 workshops throughout southern California. I have guest lectured at the University of California,
5 Irvine on various legal topics. I am also a certified mediator and serve on the California
6 Lawyers for the Arts' mediation panel, where I volunteer my time to mediate a wide range of cases
7 from artistic business and ownerships disputes and employment disputes. I have been appointed as
8 class counsel in other wage-and-hour cases throughout California, including, most
9 recently, *Canady v. Sheffield Platers, Inc.*, 37-2024-00014952-CU-OE-CTL; Motion for
10 Preliminary Approval Granted March 4, 2026; *Molina v. CCN Framing, Inc.*,
11 22STCV10819; Motion for Preliminary Approval Granted on March 4, 2026; and *Lucero v. Nissho*
12 *of California, Inc.*, 37-2021-00001528-CU-OE-CTL consolidated with case: 37-2022-00012006-
13 CU-OE-CTL; Motion for Final Approval Granted on February 20, 2026.

14 43. I believe my hourly rate is reasonable given my experience and when compared to
15 other similarly experienced attorneys in this practice and geographic location. The reasonableness
16 of my and my colleagues' hourly rates is also supported by several surveys of legal rates,
17 including the following:

18 a. The 2022 Real Rate Report survey compiled by Wolters Kluwer, which presents
19 the real market rates of Los Angeles area attorneys who practice litigation. For
20 that category, the third quartile 2022 rate was \$1,045 per hour for partners and
21 \$855 for associates. Likewise, page 32 of the Report describes the rates charged
22 by 183 Los Angeles partners with "21 or more years of experience" and "Fewer
23 than 21 years." For those categories, the third quartile Los Angeles partner rate
24 in 2022 were \$1,133 per hour for 21 or more years and \$1,075 for attorneys with
25 fewer than 21 years. A true and correct copy of portions of the 2022 Real Rate
26 Report is attached hereto as **Exhibit 3**.

27 b. In an article entitled "Big Law Rates Topping \$2,000 Leave Value 'In Eye of
28 Beholder,'" written by Roy Strom and published by Bloomberg Law on June 9,

2022, the author describes how Big Law firms have crossed the \$2,000-per hour rate. The article also notes that law firm rates have been increasing by just under 3% per year. A true and correct copy of this article is attached hereto as Exhibit 4.

Ben H. Haber's Qualifications

44. Benjamin H. Haber is a Partner at WLF. He graduated from the University of California, Los Angeles, in 2012 and received his Juris Doctor from the University of California, Hastings College of the Law (now the University of California College of Law, San Francisco) in 2016. During law school, he was a member of the executive board for the *Hastings Law Journal*; a student mediator at the San Francisco Superior Court, Small Claims Division; and a managing editor for *SCOCAblog*, which continues to be a leading online publication for analysis regarding trends and cases before the California Supreme Court. Since graduating from law school, he has focused his legal work primarily on wage-and-hour litigation and has helped obtain more than one hundred class settlements on behalf of tens of thousands of workers in California. He was also selected as a "Southern California Rising Star" in 2024 and 2025.

45. He has been appointed as class counsel in numerous wage-and-hour cases throughout California. Below is a non-exhaustive list of cases where he was appointed as class counsel or he and other members of WLF were appointed as class counsel:

- a. *Colter v. Propulsion Controls Engineering*, San Diego County, Case No. 37-2020-00030682-CU-OE-CTL; Motion for Final Approval granted on October 28, 2022.
- b. *Rodriguez v. Modesto Restaurant Group, LLC*, Stanislaus County, Case No. CV-21-000269; Motion for Final Approval granted on January 10, 2023.
- c. *Kingsbury v. Caravan Foods II, Inc.*, Alameda County, Case No. RG21096357; Motion for Final Approval granted on January 31, 2023.
- d. *Frias-Estrada v. Trek Retail Corporation*, Contra Costa County, Case No. MSC20-01916; Motion for Final Approval granted on March 3, 2023.
- e. *Varez v. Valley Connection, LLC dba Carl's Jr.*, Merced County, Case No.

- 22CV-00985; Motion for Final Approval granted on April 27, 2023.
- f. *Reyes v. Everytable, PBC, et al.*, Los Angeles County, Case No. 21STCV35987; Motion for Final Approval granted on May 3, 2023.
- g. *Ortiz v. Tara Materials, Inc.*, San Diego County, Case No. 37-2021-0001473-CU-OE-CTL; Motion for Final Approval granted on May 30, 2023.
- h. *Cruz-Sanchez v. Eagle Lath & Plaster, Inc.*, Sacramento County, Case No. 34-2021-00293739-CU-OE-GDS; Motion for Final Approval granted on May 30, 2023.
- i. *Garduno v. New Generation Framing, Inc., et al.*, Stanislaus County, Case No. CV-21-000544; Motion for Final Approval granted on August 11, 2023.
- j. *Hernandez, et al. v. Burford Farming Company, Inc.*, Fresno County, Case No. 21CECG03817; Motion for Final Approval granted on August 21, 2023.
- k. *Barajas v. Final Phase Construction, Inc.*, San Bernardino County, Case No. CIVSB2118622; Motion for Final Approval granted on September 13, 2023.
- l. *Jaimes, et al. v. Infiniti Health LLC*, Los Angeles County, Case No. 22STCV07261; Motion for Final Approval granted on October 17, 2023.
- m. *Nunez v. Gabriel Container*, Los Angeles County, Case No. 21STCV09787; Motion for Final Approval granted on November 2, 2023.
- n. *Gutierrez v. Next Level Door & Millwork, Inc.*, Riverside County, Case No. CVRI2105455; Motion for Final Approval granted on January 11, 2024.
- o. *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.
- p. *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.
- q. *Cuadras, et al. v. Guinn Corporation*, Kern County, Case No. BCV-21-101520; Motion for Final Approval granted on February 22, 2024.

- 1 r. *Canton, et al v. John B. Sanfilippo & Sons, Inc.*, Merced County, Case No. 22-
2 CV-01145; Motion for Final Approval granted on March 15, 2024.
- 3 s. *Williams v. Total Longterm Care, Inc., et al.*, San Bernardino County, Case No.
4 CIVSB2213347; Motion for Final Approval granted on April 2, 2024.
- 5 t. *Williams, et al v. Eisenhower Medical Center*, Riverside County, Case No.
6 RIC1905151; Motion for Final Approval granted on April 18, 2024.
- 7 u. *Espinoza v. Delallo's Italian Foods, Inc.*, Butte County, Case No. 21CV02640;
8 Motion for Final Approval granted on April 24, 2024.
- 9 v. *Hernandez v. Facey Medical Foundation*, Los Angeles County, Case No.
10 20STCV41624; Motion for Final Approval granted on April 29, 2024.
- 11 w. *Meza v. Argus Management Company, LLC, et al.*, Los Angeles County, Case
12 No. 21STCV31612; Motion for Final Approval granted on May 20, 2024.
- 13 x. *Wade v. Mallory Safety and Supply LLC*, Siskiyou County, Case No.
14 23CV00951; Motion for Final Approval granted on July 11, 2024.
- 15 y. *Abarca-Rueda, et al. v. Foley Family Wines, Inc., et al.*, Sonoma County, Case
16 No. S-CV-268148; Motion for Final Approval granted on August 21, 2024.
- 17 z. *Aguilar v. American Pasteurization Company, Inc., et al.*, Sacramento County,
18 Case No. 34-2021-00312027-CU-OE-GDS; Motion for Final Approval granted
19 on September 3, 2024.
- 20 aa. *Hayes, et al. v. Gonzales Park, LLC, et al.*, Butte County, Case No. 21CV02456;
21 Motion for Final Approval granted on May 1, 2024.
- 22 bb. *Hernandez v. KW California, et al.*, Kern County, Case No. BCV-23-100346;
23 Motion for Final Approval Granted on December 4, 2024.
- 24 cc. *Arias v. The Shyft Group GTB, LLC, et al.*, Los Angeles County, Case
25 No.22STCV37390; Motion for Final Approval granted on December 3, 2024.
- 26 dd. *Barajas Maya v. United Facilities Group, Inc., et al.*, Santa Clara County, Case
27 No. 22CV397353; Motion for Final Approval granted on November 22, 2024.
- 28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

46. Alan Wilcox is a Senior Attorney at Wilshire Law Firm. He graduated from the University of California, Berkeley in 2007, and graduated from Pepperdine University's School of Law and became a member of the California State Bar in 2012. Throughout his career, Alan has represented clients in both state and federal Courts in a wide variety of matters, including contract disputes, wrongful foreclosure, unlawful detainer, divorce, product defect, tort, and employment matters. From 2014 to the present, he has exclusively practiced complex civil litigation representing plaintiff employees in employment matters. He has handled both individual wrongful discharge and collective wage and hour actions, with the class action and PAGA matters including *Flores v. Aqua Terra Culinary, Inc.*, Monterey Superior Court Case No. 17CV002672, *Garcia v. Construction Innovations Group, LLC*, Sacramento Superior Court Case No. 34-2020-00285239, *Kim v. Sheraton Operating Corp.*, Central District of California Case No. 2:17-cv-09247-FMO-E, *Pease v. Wattrans, Inc.*, San Bernardino Superior Court Case No. CIVDS1919832, and *Lachman v. Berlitz Languages, Inc.*, Los Angeles Superior Court Case No. 19STCV01533, among others.

Daniel J. Kramer's Qualifications

47. Daniel J. Kramer is an eighth-year Senior Attorney at WLF. He is admitted to practice law in the State of California in 2017 and as also admitted to the Central, Eastern, Southern, and Northern Districts of California. He graduated from Stanford University with a Bachelor of Arts in History and Political Science, and received his Juris Doctor from Loyola Law School, Los Angeles in 2016. During law school, he was a research editor for the Loyola of Los Angeles International and Comparative Law Review. Before joining WLF, he practiced briefly at a firm that focused on municipal law and code enforcement and then moved to a respected plaintiff-side firm to practice wage and hour class action litigation. He has several years of work experience litigating wage and hour class actions.

Chase Stern's Qualifications

48. Chase Stern is an Associate Attorney at Wilshire Law Firm. He has more than a decade of complex litigation experience, which has been largely dedicated to representing

1 individual and corporate entity plaintiffs in complex class action and commercial litigation in state
2 and federal courts throughout the country. He is admitted to practice law before all courts in the
3 State of California, the United States District Courts for the Northern, Southern, and Central
4 Districts of California, and the United States Court of Appeals for the Ninth Circuit. Over the
5 course of his career, he has been appointed as class counsel in numerous class action matters
6 throughout California, including wage-and-hour cases. He holds a B.S. in Finance and
7 Entrepreneurship & Emerging Enterprises from Syracuse University and a J.D. from California
8 Western School of Law, graduating from both institutions with honors.

9 Lucy Nguyen's Qualifications

10 49. Lucy Nguyen is a Settlement Class Action Attorney at WLF, where she represents
11 employees in complex wage-and-hour, class, and representative actions under California and
12 federal labor laws. She focuses on wage and hour violations, PAGA and class action settlements,
13 retaliation and wrongful termination claims, and advancing employee rights and fair compensation.
14 Ms. Nguyen brings five years of litigation and courtroom experience, including two years
15 dedicated to employment law and three years in family law. Before joining WLF, she served at
16 Lawyers for Employee and Consumer Rights (LFEER), where she trained and mentored new
17 attorneys and managed a high-volume caseload involving wage-and-hour, discrimination, and
18 retaliation matters. Earlier in her career, she practiced family law litigation, representing clients in
19 trials, evidentiary hearings, mediations, and complex custody and support disputes. Ms. Nguyen
20 earned her Bachelor of Science in Business Marketing and Management from San Francisco State
21 University, her Juris Doctor from John F. Kennedy University, School of Law in 2011, and she
22 was admitted to the State Bar of California in 2021.

23 Justin F. Marquez's Qualifications

24 50. Justin F. Marquez is a former Senior Partner at WLF who was actively involved in
25 the litigation and resolution of this Action from its inception through December 2024. He
26 graduated from University of California, Los Angeles's College Honors Program in 2004 with
27 Bachelor of Arts degrees in History and Japanese, magna cum laude and Phi Beta Kappa. He
28 graduated from Notre Dame Law School with a Juris Doctorate. He was admitted to the State Bar

1 of California in February 2019. His practice focused primarily on advocating for the rights of
2 consumers and employees in class action litigation and appellate litigation. He received numerous
3 awards for his legal work: from 2017 to 2020, Super Lawyers selected him as a “Southern
4 California Rising Star,” and from 2022 to 2025, he was selected as a “Southern California Super
5 Lawyer”; he was selected as one of the “Best Lawyers in America” from 2023 to 2025; and in
6 2024, he, along with his colleagues at WLF, received a CLAY (California Lawyer Attorneys of
7 the Year) award for their work on a false advertising case against Apple which ultimately led to a
8 \$25 million settlement. He also was selected to speak at multiple CELA conferences throughout
9 his career – in 2019, he spoke on the topic of manageability of class actions at CELA’s 2019
10 Advanced Wage & Hour Seminar, and in 2024, he spoke on the topic of dealings with multiple
11 cases against the same defendant at CELA’s 2024 Advanced Wage & Hour Seminar. He served
12 as lead or co-lead in negotiating class action settlements worth over \$10 million in gross recovery
13 to class members for each year since 2020, including over \$37.5 million in 2022 and over \$75
14 million in 2023.

15 Maxim Gorbunov’s Qualifications

16 51. Maxim Gorbunov is a former third-year Associate Attorney at Wilshire Law Firm,
17 PLC. He was admitted to practice law in the State of California in 2021, the Northern and Central
18 District of California in 2022, and the Southern and Eastern Districts of California in 2023. He
19 graduated from the University of California, Irvine, with a Bachelor of Arts in Cognitive Science,
20 completing the Psychology Honors Program. He received his Juris Doctor from the University of
21 California, Hastings College of Law in 2021. During law school, he was a Board Member,
22 competitor, and student coach of the Hastings Moot Court Team, being awarded the Student Coach
23 of the Year award. Since November 2021, his practice has mainly been focused on employment
24 and wage and hour class actions.

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

1 Executed on March 20, 2026, in San Diego, California.
2
3

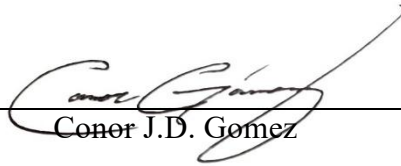
4 
Conor J.D. Gomez

Exhibit 1

Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
Daniel J. Kramer (SBN 314625)
daniel.kramer@wilshirelawfirm.com
Chase M. Stern (SBN 290540)
chase.stern@wilshirelawfirm.com
Angela Leong (SBN 300813)
angela.leong@wilshirelawfirm.com
Alan A. Wilcox (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Courtney M. Miller (SBN 327850)
courtney.miller@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

[Additional Counsel Next Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

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

Plaintiff,

v.

TOUCHSTONE GOLF, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 23STCV26302

*[Assigned for All Purposes to the Hon. David
S. Cunningham III, Dept. 11]*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Complaint Filed: October 26, 2023

1 Robert D. Vogel (SBN 63091)
2 robert.vogel@jacksonlewis.com
3 **JACKSON LEWIS P.C.**
4 725 South Figueroa Street, Suite 2500
5 Los Angeles, California 90017-5408
6 Telephone: (213) 689-0404
7 Facsimile: (213) 689-0403

8 Audrey O. Gardner (SBN 304195)
9 audrey.gardner@jacksonlewis.com
10 **JACKSON LEWIS P.C.**
11 150 North Michigan Avenue, Suite 2500
12 Chicago, Illinois 60601
13 Telephone: (312) 787-4949
14 Facsimile: (312) 787-9995

15 Attorneys for Defendant
16
17
18
19
20
21
22
23
24
25
26
27
28

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Zachary Brown (“Plaintiff”) and Defendant Touchstone Golf LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

1.1 “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Zachary Brown v. Touchstone Golf LLC*, initiated on October 26, 2023, and pending in the Superior Court of California, County of Los Angeles.

1.2 “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4 “Aggrieved Employee” means all persons employed by Defendant in California and classified as hourly non-exempt employees who worked for Defendant at any time during the PAGA Period.

1.5 “Class” means all persons employed by Defendant in California and classified as hourly non-exempt employees who worked for Defendant at any time during the Class Period.

1.6 “Class Counsel” means Benjamin H. Haber, Daniel J. Kramer, Chase M. Stern, Angela Leong, Alan A. Wilcox, and Courtney M. Miller of Wilshire Law Firm, PLC.

1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request approval from the Court of up to one third (1/3) of the GSA (currently \$458,333.33).

1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, not to exceed \$31,000.00, and paid from the Gross Settlement Amount.

1.9 “Class Data” means Class Member identifying information in Defendant’s possession

including the Class Member's name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.

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

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

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

1.13 "Class Period" or "Class Settlement Period" means the period from December 2, 2020, to May 3, 2025, or such other date as determined consistent with Section 8 hereafter at Defendant's option. ("Settlement Class Period").

1.14 "Class Representative(s)" means the named Plaintiff Zachary Brown in the Action.

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

1.16 "Court" means the Superior Court of California, County of Los Angeles.

1.17 "Defendant" means named Defendant Touchstone Golf LLC.

1.18 "Defense Counsel" means Robert D. Vogel and Audrey O. Gardner of Jackson Lewis P.C.

1.19 "Effective Date" means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if

one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.23 “Gross Settlement Amount” or “GSA” means \$1,375,000.00, which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below.

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

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

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

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

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

1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.31 “Operative Complaint” means the operative class and representative action complaint filed in the Action.

1.32 “PAGA Pay Period” means each two-week period that was delineated by Defendant for purposes of processing its payroll during the PAGA Period.

1.33 “PAGA Period” means the period from December 30, 2022, to May 3, 2025, or such other date as determined consistent with Section 8 hereafter at Defendant’s option.

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

1.35 “PAGA Notice” means Plaintiff’s December 11, 2023 letter to the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a), Case No. LWDA-CM-999147-23.

1.36 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$137,500.00), allocated 25% to the Aggrieved Employees (\$48,125.00) and 75% to LWDA (\$89,375.00) in settlement of PAGA claims.

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

1.38 “Plaintiff” means Zachary Brown, the named plaintiff in the Action.

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

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

1.41 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.42 “Released Parties” means Defendant and its present and former companies, parent companies, subsidiaries, divisions, related or affiliated companies, predecessors, insurers, shareholder, successors and assigns and their current and former officers, directors, employees, agents and attorneys thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

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

1.44 “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 days beyond the Response Deadline has expired.

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

1.46 “Workweek” means any workweek in which a Class Member worked for Defendant as an hourly non-exempt employee in California during the Class Period for remuneration for one or more hours.

2. **RECITALS.**

2.1 On October 26, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action 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) unfair business practices. On December 11, 2023, pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave notice to the LWDA and Defendant of the specific provisions the Labor Code alleged to have been violated, including the facts and theories in support (Case No. LWDA-CM-999147-23). On March 5, 2024, after the 65-day statutory period passed, Plaintiff filed a First Amended Complaint in the Action, which added a cause of action for civil penalties under PAGA.

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

2.3 On March 4, 2025, the Parties participated in an all-day mediation presided over by

mediator Steven J. Serratore (“Mr. Serratore”). With the help of Mr. Serratore, the Parties were able to reach an agreement on general settlement terms at mediation and executed a Memorandum of Understanding thereafter.

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

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

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

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$1,375,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claims as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

1 3.2.1 To Plaintiff: A payment for the Class Representative Service Payment to Plaintiff
2 of not more than \$7,500.00 in addition to any Individual Class Payment and any Individual PAGA
3 Payment the Class Representative is entitled to receive as a Participating Class Member.
4 Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that
5 does not exceed this amount. As part of the motion for the Class Counsel Fees and Litigation
6 Expenses Payments, Plaintiff will seek Court approval for any Class Representative Service
7 Payment no later than 16 court days prior to the Final Approval Hearing, or as otherwise ordered
8 by the Court. If the Court approves a Class Representative Service Payment less than the amount
9 requested, the Administrator will retain the remainder in the Net Settlement Amount to be
10 distributed to Participating Class Members. The Administrator will pay the Class Representative
11 Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for
12 employee taxes owed on the Class Representative Service Payment.

13 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one third (1/3)
14 of the GSA, which is currently estimated to be \$458,333.33 and a Class Counsel Litigation
15 Expenses Payment for actual costs not to exceed \$31,000.00. Defendant will not oppose requests
16 for these payments. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees and
17 Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing, or
18 as otherwise ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a
19 Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator
20 will allocate the remainder to the Net Settlement Amount for distribution to Participating Class
21 Members. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel
22 arising from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel
23 Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and
24 Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes
25 full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class
26 Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant,
27 from any dispute or controversy regarding any division or sharing of any of these Payments.

28 3.2.3 To the Administrator: An Administration Costs payment for actual costs, not to

exceed \$15,750.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less or the Court approves payment of less than requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

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

3.2.4.1 Tax Allocation of Individual Class Payments. Ten percent (10%) of each Participating Class Member's Individual Class Payment will be allocated to the Settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 90% of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$137,500.00 to be paid from the Gross Settlement Amount, with 75% (\$89,375.00) allocated to the LWDA PAGA Payment and 25% (\$48,125.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$48,125.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on

their Individual PAGA Payment.

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

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Class Workweeks. For purposes of this Agreement, the Parties have agreed upon an estimate of 1,656 Class Members who collectively worked a total of 90,000 Workweeks during the Class Period.

4.2 Class Data. Not later than 10 business days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

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

4.4 Payments from the Gross Settlement Amount. Within seven (7) days after Defendant fully funds the GSA, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class

1 Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class
2 Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not
3 precede disbursement of Individual Class Payments and Individual PAGA Payments.

4 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
5 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
6 face of each check shall prominently state the date (180 days after the date of mailing) when the
7 check will be voided (“Void Date”). The Administrator will cancel all checks not cashed by the
8 Void Date. The Administrator will send checks for Individual Settlement Payments to all
9 Participating Class Members (including those for whom the Class Notice was returned
10 undelivered). The Administrator will send checks for Individual PAGA Payments to all
11 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
12 Employees (including those for whom Class Notice was returned undelivered). The Administrator
13 may send Participating Class Members a single check combining the Individual Class Payment
14 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator
15 must update the recipients’ mailing addresses using the National Change of Address Database.

16 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
17 Members whose checks are returned undelivered without USPS forwarding address. Within seven
18 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
19 forwarding address provided or to an address ascertained through the Class Member Address
20 Search. The Administrator need not take further steps to deliver checks to Class Members whose
21 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
22 replacement check to any Class Member whose original check was lost or misplaced, requested
23 by the Class Member prior to the void date.

24 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
25 Payment check is uncashed and canceled after the void date, the Administrator shall transmit the
26 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
27 name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of
28 California Code of Civil Procedure Section 384, subd. (b).

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

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

5.1 **Plaintiff's Release.** Plaintiff releases and discharges 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 Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and PAGA Notice, except those which will be released through Plaintiff's individual settlement with Defendant. ("Plaintiff's Release.") The claims released by Plaintiff pursuant to the individual settlement agreement will specifically exclude Plaintiff's claims which are released pursuant to this Agreement. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

1 with the debtor or Released Party.

2 5.2 Released Class Claims: All Participating Class Members release the Released Parties
3 from all claims that were alleged, or reasonably could have been alleged, based on the Class
4 Period facts stated in the Operative Complaint. Except as set forth in Section 5.3 of this
5 Agreement, Participating Class Members do not release any other claims, including claims for
6 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
7 unemployment insurance, disability, social security, workers' compensation or claims based on
8 facts occurring outside the Class Period. The Released Class Claims specifically exclude
9 Plaintiff's individual claims that will be released pursuant to a separate individual settlement
10 agreement.

11 5.3 Released PAGA Claims: All Aggrieved Employees, including Non-Participating Class
12 Members who are Aggrieved Employees, are deemed to release the Released Parties from all
13 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on
14 the PAGA Period facts stated in the Operative Complaint and the PAGA Notice. The Released
15 PAGA Claims specifically exclude Plaintiff's individual claims that will be released pursuant to
16 a separate individual settlement agreement.

17 6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for
18 preliminary approval ("Motion for Preliminary Approval").

19 6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining
20 Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the
21 Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*
22 and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2));
23 (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement;
24 (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness
25 and competency to serve and disclosing all facts relevant to any actual or potential conflicts of
26 interest with Class Members, and/or the Administrator; (v) a signed declaration from Class
27 Counsel firm attesting to its competency to represent the Class Members; its timely transmission
28 to the LWDA of this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant

to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than 16 court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring in good faith to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

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

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

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

6 7.4 Notice to Class Members.

7 7.4.1 No later than five (5) days after receipt of the Class Data, the Administrator shall
8 notify Class Counsel that the list has been received and state the number of Class Members,
9 Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

10 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days
11 after receiving the Class Data, the Administrator will send to all Class Members identified in the
12 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with
13 Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first
14 page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class
15 Payment and/or Individual PAGA Payment payable to the Class Member, and the number of
16 Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class
17 Notices, the Administrator shall update Class Member addresses using the National Change of
18 Address database.

19 7.4.3 Not later than five (5) days after the Administrator’s receipt of any Class Notice
20 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any
21 forwarding address provided by the USPS. If the USPS does not provide a forwarding address,
22 the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to
23 the most current address obtained. The Administrator has no obligation to make further attempts
24 to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a
25 second time.

26 7.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks
27 and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days
28 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice

1 is re-mailed. The Administrator will inform the Class Member of the extended deadline with the
2 re-mailed Class Notice.

3 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
4 discovers any persons who believe they should have been included in the Class Data and should
5 have received Class Notice, the Parties will expeditiously meet and confer in person or by
6 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
7 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
8 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
9 requiring them to exercise options under this Agreement not later than 14 days after receipt of
10 Class Notice, or the deadline dates in the Class Notice, whichever are later.

11 7.5 Requests for Exclusion (Opt-Outs).

12 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
13 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
14 later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for
15 Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class
16 Member or his/her representative that reasonably communicates the Class Member's election to
17 be excluded from the Settlement and includes the Class Member's name, address and email
18 address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed,
19 or postmarked by the Response Deadline.

20 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
21 to contain all the information specified in the Class Notice. The Administrator shall accept any
22 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
23 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
24 determination shall be final and not appealable or otherwise susceptible to challenge. If the
25 Administrator has reason to question the authenticity of a Request for Exclusion, the
26 Administrator may demand additional proof of the Class Member's identity. The Administrator's
27 determination of authenticity shall be final and not appealable or otherwise susceptible to
28 challenge.

1 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
2 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
3 bound by all terms and conditions of the Settlement, including the Participating Class Members'
4 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
5 Class Member actually receives the Class Notice or objects to the Settlement.

6 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
7 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
8 right to object to the class action components of the Settlement. Because future PAGA claims are
9 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
10 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
11 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

12 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
13 the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose
14 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
15 allocated to the Class Member in the Class Notice. The Class Member may challenge the
16 allocation by communicating with the Administrator via fax, email or mail. The Administrator
17 must encourage the challenging Class Member to submit supporting documentation. In the
18 absence of any contrary documentation, the Administrator is entitled to presume that the
19 Workweeks contained in the Class Notice are correct so long as they are consistent with the Class
20 Data. The Administrator's determination of each Class Member's allocation of Workweeks
21 and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge.
22 The Administrator shall promptly provide copies of all challenges to the calculation of
23 Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the
24 Administrator's determination of the challenges.

25 7.7 Objections to Settlement.

26 7.7.1 Only Participating Class Members may object to the class action components of the
27 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
28 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses

1 Payment and/or Class Representative Service Payment.

2 7.7.2 Participating Class Members may send written objections to the Administrator, by
3 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
4 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
5 Participating Class Member who elects to send a written objection to the Administrator must do
6 so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional
7 14 days for Class Members whose Class Notice was re-mailed).

8 7.7.3 Non-Participating Class Members have no right to object to any of the class action
9 components of the Settlement.

10 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
11 performed or observed by the Administrator contained in this Agreement or otherwise.

12 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
13 maintain and use an internet website to post information of interest to Class Members including
14 the date, time and location for the Final Approval Hearing and copies of the Settlement
15 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;
16 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
17 Expenses Payment and Class Representative Service Payment; the Final Approval Order; and the
18 Judgment. The Administrator will also maintain and monitor an email address and a toll-free
19 telephone number to receive Class Member calls, faxes and emails.

20 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
21 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
22 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
23 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
24 and other identifying information of Class Members who have timely submitted valid Requests
25 for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class
26 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
27 Exclusion from Settlement submitted (whether valid or invalid).

28 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports

1 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
2 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
3 valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay
4 Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual
5 PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s
6 assessment of the validity of Requests for Exclusion and attach copies of all Requests for
7 Exclusion and objections received.

8 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
9 address and make final decisions consistent with the terms of this Agreement on all Class Member
10 challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s
11 decision shall be final and not appealable or otherwise susceptible to challenge.

12 7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which
13 Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator
14 will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
15 Court attesting to its due diligence and compliance with all of its obligations under this
16 Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned
17 as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
18 number of Requests for Exclusion from Settlement it received (both valid or invalid), the number
19 of written objections and attach the Exclusion List. The Administrator will supplement its
20 declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
21 for filing the Administrator’s declaration(s) in Court.

22 7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator
23 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
24 and Defense Counsel with a final report detailing its disbursements by employee identification
25 number only of all payments made under this Agreement. At least 15 days before any deadline
26 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
27 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all
28 payments required under this Agreement. Class Counsel is responsible for filing the

Administrator's declaration in Court.

8. **ESCALATOR CLAUSE.** For purposes of this Agreement, the Parties have agreed upon an estimate of 1,656 Class Members who collectively worked a total of 90,000 Workweeks during the Class Period. Should the total number of Workweeks exceed 90,000 by 10% or more, Defendant shall have the option to (1) increase the Gross Settlement Amount on a pro rata basis for every 1% increase in Workweeks over the 10% threshold (i.e. if the Workweeks increase by 12%, the Gross Settlement Amount will increase by 2%) or (2) end the Class Period and PAGA Period on the day the total number of Workweeks first exceeds 10%.

9. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval Order; and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

1 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
2 Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes
3 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
4 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

5 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
6 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
7 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
8 counsel, and all Participating Class Members who did not object to the Settlement as provided in
9 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
10 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
11 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
12 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
13 obligations to perform under this Agreement will be suspended until such time as the appeal is
14 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
15 of the Net Settlement Amount.

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

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

11. **ADDITIONAL PROVISIONS.**

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint has merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party

1 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
2 “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s
3 communications with Class Members in accordance with Class Counsel’s ethical obligations
4 owed to Class Members.

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

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

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

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

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

action, or right released and discharged by the Party in this Settlement.

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

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

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

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

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

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

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

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

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

addressed as follows:

To Plaintiff:

Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
Daniel J. Kramer (SBN 314625)
daniel.kramer@wilshirelawfirm.com
Chase M. Stern (SBN 290540)
chase.stern@wilshirelawfirm.com
Alan A. Wilcox (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Courtney M. Miller (SBN 327850)
courtney.miller@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

To Defendant:

Robert D. Vogel (SBN 63091)
robert.vogel@jacksonlewis.com
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017-5408
Telephone: (213) 689-0404
Facsimile: (213) 689-0403

Audrey O. Gardner (SBN 304195)
audrey.gardner@jacksonlewis.com
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017-5408
Telephone: (312) 787-4949
Facsimile: (312) 787-9995

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

11.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date

to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

11.19 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Los Angeles County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

IT IS SO AGREED.

By the Parties:

DATED: 12/16/2025

DocuSigned by:
Zachary Brown
5048ADE35344457
Plaintiff Zachary Brown

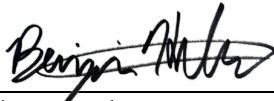
DATED: _____

Defendant Touchstone Golf LLC
By: _____
Position: _____

Approved by Counsel:

DATED: 12/16/2025

WILSHIRE LAW FIRM, PLC

BY: 
Benjamin H. Haber
Daniel J. Kramer
Counsel for Plaintiff Zachary Brown

DATED: _____

JACKSON LEWIS P.C.

BY: _____
Robert D. Vogel
Audrey O. Gardner
Counsel for Defendant Touchstone Golf LLC

1 to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

2 11.19 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable
3 and binding upon all Parties within the provisions of Cal. Civil Proc. § 664, and that it shall be
4 admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid.
5 Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise
6 might apply under federal or state law. The Parties further agree and intend that the Los Angeles
7 County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

8 **IT IS SO AGREED.**

9
10 By the Parties:

11
12 DATED: _____

13 Plaintiff Zachary Brown

14
15 DATED: 1/2/2026

16 
17 Defendant Touchstone Golf LLC

18 By: Mark Luthman
19 Position: Executive Vice President

20
21 Approved by Counsel:

22
23 DATED: _____

24 WILSHIRE LAW FIRM, PLC

25 BY: _____
26 Benjamin H. Haber
27 Daniel J. Kramer
28 Counsel for Plaintiff Zachary Brown

DATED: 1/5/2026

JACKSON LEWIS P.C.

BY: 
Robert D. Vogel
Audrey O. Gardner
Counsel for Defendant Touchstone Golf LLC

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

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

Zachary Brown v. Touchstone Golf LLC
Los Angeles County Superior Court, Case No. 23STCV26302

***The Los Angeles County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.***

You may be eligible to receive money from employee class and representative action lawsuit (“Action”) against Touchstone Golf LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by former employee, Zachary Brown, and seeks (1) payment of unpaid wages and other relief for a class of hourly paid non-exempt employees (“Class Members”) who worked for Defendant in California during the Class Period (December 2, 2020 – [REDACTED]); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for hourly paid non-exempt employees (“Aggrieved Employees”) who worked for Defendant in California during the PAGA Period (December 30, 2022, to [REDACTED]).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class 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 Defendant’s 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 Defendant’s records showing that **you worked _____ Workweeks during the Class Period as an hourly non-exempt employee and you worked _____ Pay Periods during the PAGA Period as an hourly non-exempt employee.** If you believe that you worked more during either period, you can submit a challenge by the deadline date.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods as an hourly non-exempt employee listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you worked for Defendant Touchstone Golf LLC at some point(s) between December 2, 2020, to [REDACTED], and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys General Act ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant during the PAGA Period, which is December 30, 2022, to [REDACTED].

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator's contact information can be found in Section 12 below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the Los Angeles County Superior Court. The case is titled *Zachary Brown v. Touchstone Golf LLC*, Case No. 23STCV26302. The person who sued, Zachary Brown, is the Plaintiff, and the company sued, Touchstone Golf LLC, is the Defendant.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuit alleges wage and hour violations 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) unfair business practices. In addition, Plaintiff is seeking to recover civil penalties pursuant to PAGA (“PAGA Penalties”) based on the alleged violations of the California Labor Code listed above. Defendant denies Plaintiff’s claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called “Class Representatives” (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Plaintiff or Defendant on the merits of the claims alleged in the lawsuit. Plaintiff believes he would win at trial. Defendant thinks that Plaintiff’s lawsuit would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiff, as well as Plaintiff’s lawyers (called “Class Counsel”), believe the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: persons employed by Defendant in California and classified as hourly non-exempt employees who worked for Defendant at any time during the Class Period, which is December 2, 2020, to [REDACTED].

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS - WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount (“GSA”) of \$1,375,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of one third (1/3) of the GSA, currently \$458,333.33, and reimbursement for actual litigation costs not to exceed \$31,000.00; a Class Representative Service Payment of \$7,500.00 to the Plaintiff (for Plaintiff’s work and efforts prosecuting this case); a PAGA Penalties payment of \$137,500.00 to resolve the PAGA claims; and Settlement Administration Costs to Phoenix Settlement Administrators, not to exceed \$15,750.00. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately **\$724,916.67**. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$137,500.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, \$89,375.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, \$48,125.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you worked as an hourly non-exempt employee, as represented in Defendant’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (December 2, 2020, to [REDACTED]). Ninety percent (90%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and ten percent (10%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 10% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant from December 30, 2022, to [REDACTED] (“PAGA Period”), you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee as an hourly non-exempt employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. A “PAGA Pay Period” is each two-week period that was delineated by Defendant for

purposes of processing its payroll during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees' Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement. *See, e.g., Robinson v So. County Oil*, 53 Cal. App. 476 (2020).

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked as an hourly non-exempt employee is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Approval Hearing on _____, to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 21 days after the Court's approval of the Settlement so long as there are no objections to the Settlement and no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State's website at: https://www.sco.ca.gov/search_upd.html

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving

up or “releasing” the Released Class Claims described below against Defendant and its present and former companies, subsidiaries, divisions, related or affiliated companies, predecessors, insurers, shareholder, successors and assigns and their current and former officers, directors, employees, agents and attorneys thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs. (“Released Parties”). The releases become effective once the GSA is fully funded by Defendant.

Released Class Claims: All Participating Class Members release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint. Except for the released PAGA claims described in this Notice, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation or claims based on facts occurring outside the Class Period. The Released Class Claims specifically exclude Plaintiff’s individual claims that will be released pursuant to a separate individual settlement agreement.

Released PAGA Claims: All Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release 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 Operative Complaint and the PAGA Notice. The Released PAGA Claims specifically exclude Plaintiff’s individual claims that will be released pursuant to a separate individual settlement agreement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send your written and signed request for exclusion the Settlement Administrator by fax, email, or mail no later than [45 days after Class Notice is Mailed]. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

Phoenix Settlement Administrators
Zachary Brown v. Touchstone Golf LLC - Settlement

[ADMIN ADDRESS]

[ADMIN EMAIL]

[ADMIN FAX NUMBER]

To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the response deadline. If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (December 30, 2022, to [REDACTED]). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is [45 days after Class Notice is Mailed].

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

If you exclude yourself from the Class settlement, you will not receive an Individual Class Payment from the settlement. However, if you are an Aggrieved Employee, you will receive your Individual PAGA Payment.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm, PLC is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
Daniel J. Kramer (SBN 314625)
daniel.kramer@wilshirelawfirm.com
Chase M. Stern (SBN 290540)
chase.stern@wilshirelawfirm.com
Angela Leong (SBN 300813)
angela.leong@wilshirelawfirm.com
Alan A. Wilcox (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Courtney M. Miller (SBN 327850)
courtney.miller@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve one third (1/3) of the GSA, currently \$458,333.33, for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to \$31,000.00 in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve a payment to Plaintiff Zachary Brown in the amount of \$7,500.00 in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiff has spent in service to the Class as the Class Representative. The Court may award a Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before [45 days after Class Notice is Mailed], at the following address:

Phoenix Settlement Administrators
Zachary Brown v. Touchstone Golf LLC - Settlement

[ADMIN ADDRESS]

[ADMIN EMAIL]

[ADMIN FAX NUMBER]

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from the Class settlement. If you submit both an objection and a request to be excluded from the

settlement, the request to be excluded will control and you will not get any money from the Class settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing on [REDACTED] at [REDACTED] in Department 11 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, 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, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. To verify the date and time of the Final Approval Hearing, you should check the Superior Court website by going to (<https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>) and entering the Case Number for the Action, Case No. 23STCV26302, or contact Class Counsel to verify the date and time of the Final Approval Hearing.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, Phoenix Settlement Administrators by calling toll free 1-800-[REDACTED], or you can contact the Administrator at the following address:

Phoenix Settlement Administrators
Zachary Brown v. Touchstone Golf LLC - Settlement

[REDACTED ADDRESS]

[REDACTED EMAIL]

[REDACTED FAX NUMBER]

Phoenix Settlement Administrators has also established a website with information and documents of interest to Class Members: [REDACTED WEBSITE].

PLEASE DO NOT TELEPHONE THE COURT OR TOUCHSTONE GOLF LLC'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

Exhibit 2



CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	1,656
Opt Out Rate	1%
Opt Outs Received	17
Total Class Claimants	1,639
Subtotal Admin Only	\$15,750.00

Not-to-Exceed Total \$15,750.00

For 1656 Class Members

Pricing Good for Scope of Estimate Only

October 22, 2025

Case: Touchstone Golf, LLC Opt-Out Admin wTranslation

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Party: Coley Hayes

Firm: Wilshire Law Firm, PLC

Direct Tel: (213) 381-9988 Ext. 815

Email: coley.hayes@wilshirelawfirm.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 1656 Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$136.08	1	\$136.08
Call Center & Long Distance	\$1.95	5	\$9.75
NCOA (USPS)	\$250.00	2	\$500.00
			54.00
		Total	\$1,145.83

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Translation / Reporting			
Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	3	\$375.00
Data Merge & Duplication Scrub	\$0.50	1,656	\$828.00
Notice Packet & Opt-Out Form	\$1.25	1,656	\$2,070.00
Estimated Postage (up to 2 oz.)*	\$0.74	1,656	\$1,225.44
Static Website	\$250.00	1	\$250.00
Language Translation	\$1,000.00	1	\$1,000.00
		Total	\$5,748.44

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	2	\$110.00
Skip Tracing Undeliverables	\$1.00	166	\$165.60
Remail Notice Packets	\$1.25	166	\$207.00
Estimated Postage	\$0.74	166	\$122.54
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$705.14

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	1	\$135.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	2	\$170.00
Total			\$700.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	2	\$250.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$125.00	1	\$125.00
QSF Bank Account & EIN	\$75.00	2	\$150.00
Check Run Setup & Printing	\$125.00	5	\$625.00
Mail Class Checks *	\$1.00	1,639	\$1,639.44
Estimated Postage	\$0.74	1,639	\$1,213.19
Total			\$4,252.63

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	5	\$625.00
Remail Undeliverable Checks (Postage Included)	\$1.50	82	\$122.96
Case Associate	\$55.00	6	\$330.00
Reconcile Uncashed Checks	\$95.00	4	\$380.00
Conclusion Reports	\$110.00	2	\$220.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,100.00	1	\$1,100.00
Total			\$3,197.96

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$15,750.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

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).

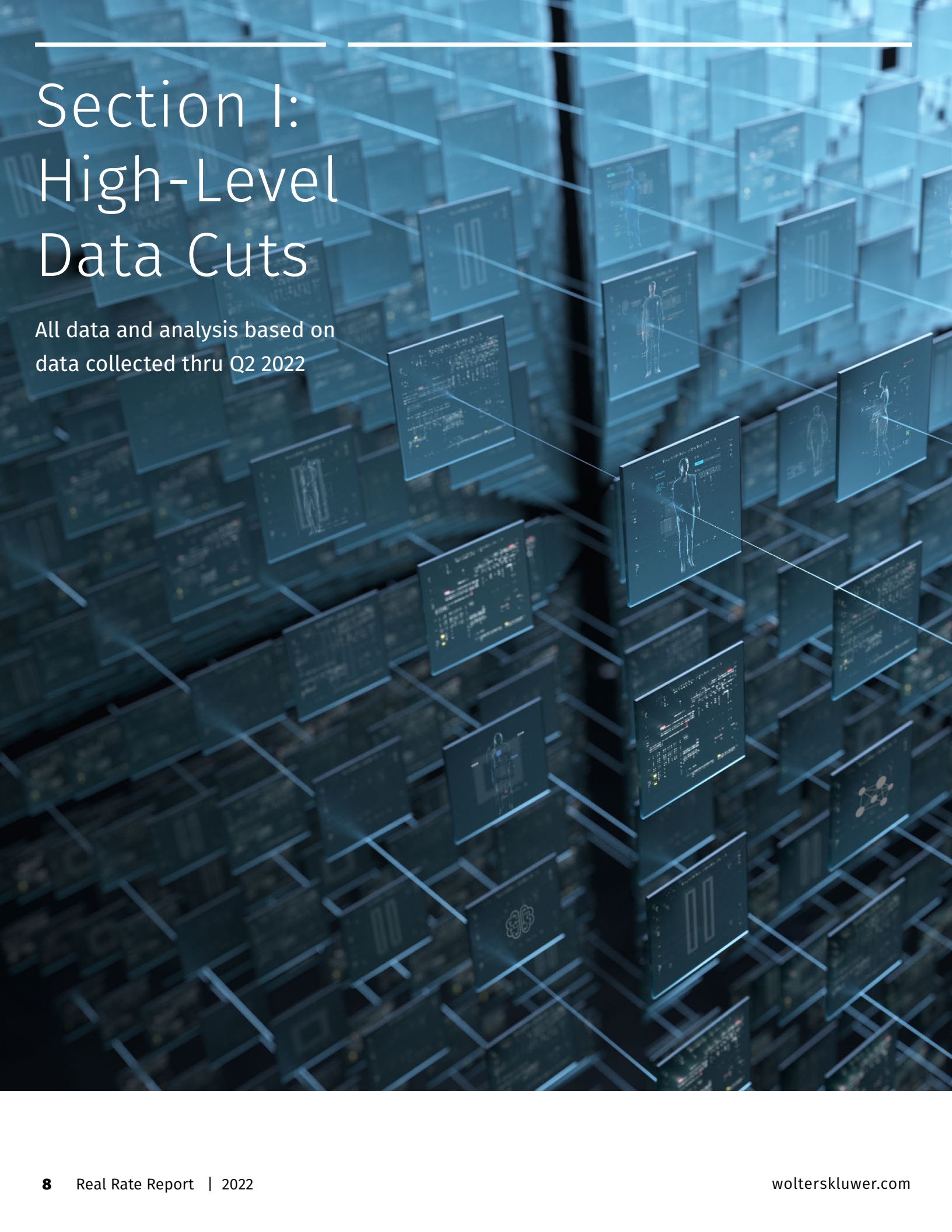
Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural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

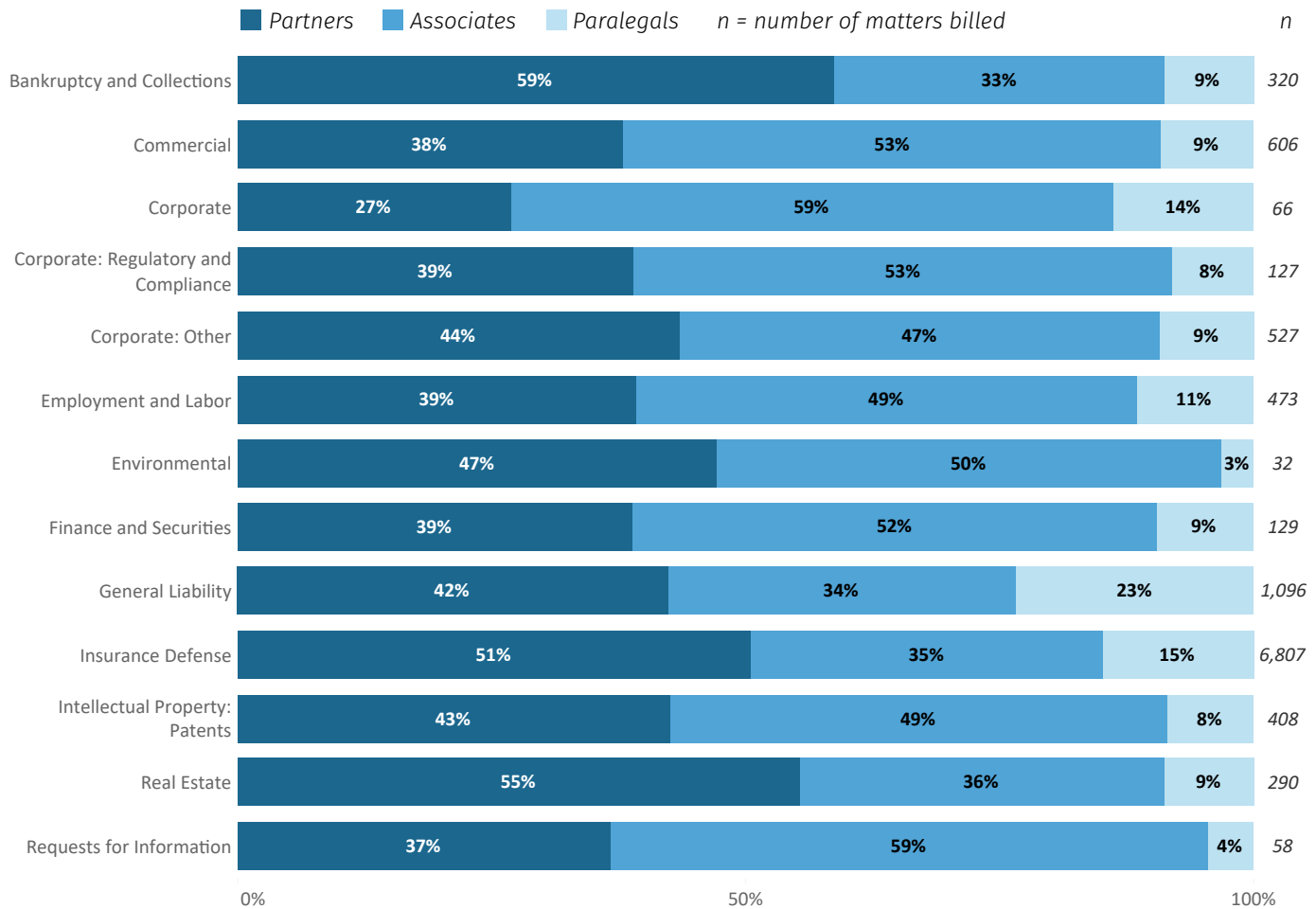
Section VI: Matter Staffing Analysis

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