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

KEVISHA MARIAH BIVENS, individually, on
behalf of all others similarly situated, and on
behalf of the State of California and other
aggrieved persons; and MIKEALA KIARA
BARNES and JONATHAN ANTHONY
STOCKMAN, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

RIGHT AT SCHOOL, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV31316

CLASS & REPRESENTATIVE ACTION

*[Assigned for all purposes to: Hon. Carolyn
B. Kuhl, Dept. 12]*

**DECLARATION OF ARRASH T.
FATTAHI IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: June 18, 2025

Time: 10:30 a.m.

Dept: 12

Complaint filed: December 21, 2023

FAC filed: December 4, 2024

Trial date: Not set

I, Arrash T. Fattahi, declare as follows:

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

CASE BACKGROUND

2. This is a wage and hour class and Private Attorneys General Act (“PAGA”) (Cal. Lab. Code §§ 2699, *et seq.*) representative action. Plaintiffs and the putative class members worked in California as hourly-paid or non-exempt employees for Defendant Right At School, LLC (“Defendant,” and collectively with Plaintiffs, the “Parties”) during the class period. Defendant provides before and after-school enrichment programs to approximately 65,000 students across 18 states in the United States.

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

4. On December 21, 2023, Plaintiff Bivens filed a putative wage and hour class action complaint against Defendant for: (1) failure to pay minimum and straight time wages (Labor Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Labor Code §§ 1194 and 1198); (3) failure to provide meal periods (Labor Code §§ 226.7 and 512); (4)

1 failure to authorize and permit rest periods (Labor Code § 226.7); (5) failure to timely pay final
2 wages at termination (Labor Code §§ 201-203); (6) failure to provide accurate itemized wage
3 statements (Labor Code § 226); (7) failure to indemnify employees for expenditures (Labor
4 Code § 2802); and (8) unfair business practices (Business and Professions Code 17200, *et seq.*).
5 Plaintiff Bivens sent a notice to Defendant and the California Labor & Workforce Development
6 Agency (“LWDA”) alleging similar wage and hour violations pursuant to the PAGA on January
7 16, 2024. On December 4, 2024, Plaintiff Bivens filed a First Amended Class & Representative
8 Action Complaint adding Plaintiffs Barnes and Stockman as class representatives and a claim
9 for civil penalties under the PAGA. On January 7, 2025, Plaintiff Bivens sent an amended
10 PAGA notice¹ to Defendant and the LWDA. On March 6, 2025, the Parties filed a joint
11 stipulation requesting leave for Plaintiffs to file a Second Amended Class & Representative
12 Complaint (“SAC”).²

13 DISCOVERY, INVESTIGATION, AND SETTLEMENT

14 5. Following the filing of the initial complaint, the Parties exchanged documents and
15 information before mediating this action. Defendant produced a 20% sample of time and pay
16 records for class members. Defendant also provided documents of its wage and hour policies and
17 practices during the class period, and information regarding the total number of current and former
18 employees in its informal discovery responses.

19 6. After reviewing documents regarding Defendant’s wage and hour policies and
20 practices and analyzing Defendant’s timekeeping and payroll records, Class Counsel was able to
21 evaluate the probability of class certification, success on the merits, and Defendant’s maximum
22 monetary exposure for all claims. Class Counsel also investigated the applicable law regarding
23 the claims and defenses asserted in the litigation. Class Counsel reviewed these records and

24 ¹ The amended PAGA notice pled additional facts related to violations of the California Labor Code and
25 Industrial Welfare Commission (“IWC”) Wage orders that were addressed at mediation.

26 ² The SAC is to include claims for failure to pay sick pay pursuant to Labor Code § 246; failure to pay split-
27 shift premium pursuant to IWC Wage Orders § 4; violation of Labor Code § 1174(d); failure to indemnify employees
28 for expenditures pursuant to Labor Code §§ 2800 and 2802; failure to keep requisite payroll records pursuant to Labor
Code § 1174(d); wages not timely paid during employment pursuant to Labor Code § 204; unpaid minimum wages
pursuant to Labor Code §§ 1194, 1197, and 1197.1; and amending the PAGA cause of action to include claims under
Labor Code §§ 246, 512, 515, 551, 552, 558, 558.1, 1174, 1182.12, 1185, 1194.2, 1199, 2698, and 2800; and
provisions of the IWC Wage Orders, including Wage Orders 4-2001 and 5-2001.

1 prepared a damage analysis prior to mediation. This extensive investigation and discovery allowed
2 Class Counsel to act intelligently and effectively in negotiating the Settlement.

3 SETTLEMENT NEGOTIATIONS

4 7. On October 28, 2024, the Parties participated in private mediation with experienced
5 class action mediator David Phillips, Esq. The mediation was conducted via Zoom. The settlement
6 negotiations were at arm's length and, although conducted in a professional manner, were
7 adversarial. The Parties went into the mediation willing to explore the potential for a settlement
8 of the dispute, but each side was also prepared to litigate their position through trial and appeal if
9 a settlement had not been reached.

10 8. After extensive negotiations and discussions regarding the strengths and
11 weaknesses of Plaintiffs' claims and Defendant's defenses, the mediation ended without a
12 settlement, but Mr. Phillips issued a mediator's proposal. On October 31, 2024, the Parties reached
13 a settlement through the mediator's proposal, the material terms of which are encompassed within
14 the Settlement Agreement. Attached as **Exhibit 1** is a true and correct copy of the Joint Stipulation
15 of Settlement and Release (the "Settlement Agreement").

16 9. Class Counsel submitted the proposed Settlement to the LWDA before filing the
17 Motion for Preliminary Approval.

18 10. Wilshire Law Firm requested several bids from experienced class action settlement
19 administrators to handle the responsibilities of the Settlement Administrator under this Settlement.
20 The Parties accepted the bid of ILYM Group, Inc. ("ILYM"). ILYM has multiple years of
21 experience in the field of Class Action Administration, particularly in the wage and hour arena. In
22 its bid, ILYM agreed to cap its costs at \$24,950.00 for 5,500 class members. ILYM's bid accounts
23 for Notice in English only. A true and correct copy of the bid is attached hereto as **Exhibit 2**.

24 11. Plaintiffs do not have any interest, financial or otherwise, in the proposed third-
25 party administrator, ILYM.

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

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

3 THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

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

10 15. Based on an analysis of the facts and legal contentions in this case, documents and
11 information from Defendant, Wilshire Law Firm evaluated Defendant's maximum exposure. We
12 took into account the risk of not having the claims certified and the risk of not prevailing at trial,
13 even if the claims are certified. After using the data Defendant provided, including class member
14 timekeeping and payroll records, as well as class member demographics (i.e., the number of class
15 members, workweeks, and average total compensation of the class), with the assistance of a
16 statistics expert, my team created a damages model to evaluate the realistic range of potential
17 recovery for the class. The damages model is based on the following benchmarks:

18 Total Class Members: 4,965

19 Terminated Class Members during 3-year statute of limitations period: 2,693

20 Total Workweeks: 112,000

21 PAGA Pay Periods: 24,600

22 PAGA Eligible Employees: 4,334

23 Avg. Hourly Rate: \$17.74

24 16. Based on Plaintiffs' discovery and investigation, Class Counsel reached the
25 conclusion that Defendant had a policy and practice of: requiring its employees to work "off-the-
26 clock" prior to clocking in for the workday, during meal periods, and after clocking out for the
27 workday, time which it did not pay for; not paying its employees at the regular rate of pay for sick
28 pay; not providing its employees with California compliant meal and rest periods, which it did not

1 pay appropriate premiums for; failing to reimburse its employees for business-related expenses.
2 Defendant denies these claims.

3 17. Plaintiffs allege that Defendant failed to pay for all hours worked, including
4 minimum, straight time, and overtime wages, by requiring class members to work off-the-clock,
5 unpaid. For purposes of calculating Defendant's liability based on a best-case scenario for
6 Plaintiffs and the Class, we estimate that Defendant's maximum potential exposure by assuming
7 that all unpaid work time should have been paid at the overtime rate, not minimum or straight time
8 wages and we assumed that Defendant is liable for 45 minutes of unpaid worktime per workweek.
9 This results in an estimate of \$2,235,240 (112,000 workweeks * \$17.74 hourly rate * 1.5 overtime
10 rate * 0.75 hours of unpaid work per workweek), but we discounted this figure by 80% to account
11 for the difficulty of prevailing on a motion for class certification and a trial on the merits because
12 liability depends on whether Defendant knew or should have known that class members were
13 working off-the-clock, yielding a realistic damage estimate of \$447,048.³

14 18. Plaintiffs further allege that Defendant failed to pay employees at the correct rate
15 (regular rate) for sick time. For purposes of analyzing Defendant's liability as it relates to
16 improperly paid sick pay, we analyzed the rate at which employees were paid sick pay during pay
17 periods where additional compensation was paid or should have been paid. With the help of
18 statistics expert, we estimate that Defendant's maximum potential exposure for improperly paying
19 employees for sick pay is \$1,171.80 (135 affected pay periods * ~\$8.68 underpayment per
20 workweek).

21 19. With respect to the meal period claim, Plaintiffs allege that Defendant required them
22 and similarly situated class members to either work in lieu of taking meal periods, or their meal
23 periods were untimely or interrupted. Our expert analyzed Defendant's timekeeping records and
24 opined that approximately 49% of all meal breaks had violations of short, missed, or no meal
25 periods (accounting for waivable shifts and meal period premiums paid). Potential liability for the
26

27 ³ 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 meal period claim is \$3,835,870.53 (112,000 workweeks * 3.94 average shifts per workweek *
2 \$17.74 * 49%). We discounted this figure by 80% to account for the difficulty of certifying and
3 proving meal period claims, as well as Defendant's contention that the claim lacks merit,
4 particularly in light of its numerous meal period premium payments, yielding a realistic damage
5 estimate of \$767,174.11.

6 20. With respect to the rest period claim, Plaintiffs allege that Defendant required them
7 and similarly situated class members to work in lieu of taking rest periods, or their rest periods
8 were interrupted. Assuming a 30% violation rate for the class period based on Plaintiffs' and other
9 class members' experience working for Defendant, Defendant's potential liability for the rest
10 period claim is \$2,348,492.16 (112,000 workweeks * 3.94 average shifts per workweek * \$17.74
11 * 30%); however, we discounted this figure by 80% to account for the difficulty of certifying and
12 proving rest period claims, particularly because rest periods do not have to be recorded, and to
13 account for the possibility of class members voluntarily choosing to forego a rest period, yielding
14 a realistic damage estimate of \$469,698.43.

15 21. Plaintiffs also allege that Defendant failed to reimburse necessary business
16 expenses. Plaintiffs allege that Defendant's employees (including Plaintiffs) were frequently
17 required to use their personal cell phones to communicate with their supervisors and managers
18 about work-related duties and were additionally required to use their personal vehicles for
19 employed-related tasks for which they were not reimbursed. For purposes of calculating
20 Defendant's liability based on a best-case scenario for Plaintiffs and the Class, we estimated that
21 Defendant was liable to each class member for \$25 per month, or \$6.25 per workweek, in
22 unreimbursed expenses, for a total amount of \$700,000 (\$6.25 * 112,000); however, we discounted
23 this figure by 80% to account for the difficulty of certifying and proving expense reimbursement
24 claims, particularly in light of written policies and practices providing a mechanism for class
25 member's to seek reimbursement, yielding a realistic damage estimate of \$140,000.

26 22. In sum, we estimated that Plaintiffs' maximum recovery for the off-the-clock claim,
27 sick pay claim, meal period violations, rest period violations, and failure to reimburse expenses is
28 \$9,120,774.49, but, after factoring in the risk and uncertainty of prevailing at certification and trial,

we estimate that Plaintiffs' realistic estimated recovery for the non-penalty claims is \$1,825,092.34.

23. With respect to Plaintiffs' derivative claims for statutory and civil penalties, Plaintiffs estimated that Defendant's realistic potential liability is \$1,689,172.28. While Defendant's maximum potential liability for: failing to pay class members in a timely fashion during employment is \$6,025,600 based on the Court assessing a \$100 initial violation penalty for the 60,256 pay periods during the 3-year statute of limitations period; waiting time penalties is \$6,162,822.78 based on approximately 2,693 terminated class members during the 3-year statute of limitations period ($2,693 * \$17.74 * 4.3 \text{ hours} * 30 \text{ days}$); inaccurate wage statements is \$2,243,300 based on approximately 4,334 class members who worked approximately 24,600 pay periods within the 1-year statute of limitations period ($\$50 * 4,334 + \$100 * 20,266$); and PAGA violations is \$2,460,000 based on the Court assessing a \$100 penalty for initial violations for all 24,600 pay periods within the 1-year statute of limitations period, we believe that it would be unrealistic to expect the Court to award the full \$16,891,722.80 in penalties given Defendant's defenses, the contested nature of Plaintiffs' claims, and the discretionary nature of penalties. Considering that the underlying claims are realistically estimated to be \$1,825,092.34, such a disproportionate award would also raise due process concerns. Weighing these factors and applying a discount of 90% to account for the risk and uncertainty of prevailing at trial and the Court's discretionary ability to lower penalties, we arrived at \$1,689,172.28 for statutory and civil penalties.

24. Using these estimated figures, Plaintiffs predicted that the realistic maximum recovery for all claims, including penalties, would be \$3,514,264.62. This means that the \$2,800,000.00 settlement figure represents 80% of the realistic maximum recovery ($\$2,800,000.00 / \$3,514,264.62 = 80\%$). Considering the risk and uncertainty of prevailing at class certification and at trial, this is an excellent result for the Class.⁴ Indeed, because of the proposed Settlement,

⁴ See, e.g., *Wise v. Ulta Salon, Cosmetics & Fragrance, Inc.* (E.D. Cal. Aug. 21, 2019) 2019 WL 3943859 at *8 (granting preliminary approval where the proposed allocation to settle class claims was between 9.53 percent of Plaintiffs' maximum recovery); *Bravo v. Gale Triangle, Inc.* (C.D. Cal. Feb 16, 2017) 2017 WL 708766 at * 10

class members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

25. While Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to each cause of action. Defendant is similarly confident in the merits of their defenses. Plaintiffs also recognize that proving the amount of wages due to each Class Member would be an expensive, time-consuming, and uncertain proposition.

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

27. The Net Settlement Amount available for Class Member settlement payments is estimated to be \$1,684,216.67, for a class of 4,965 persons.⁵ As a result, each Settlement Class Member is eligible to receive an average net benefit of approximately \$339.22.

28. The proposed Settlement of \$2,800,000.00, therefore, represents a substantial recovery when compared to Plaintiffs' reasonably forecasted recovery. When considering the risks of litigation, the uncertainties involved in achieving class certification, the burdens of proof necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that the settlement amount of \$2,800,000.00 is within the "ballpark" of reasonableness, and preliminary settlement approval is appropriate.

ENHANCEMENT AWARDS FOR PLAINTIFFS ARE REASONABLE

(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.").

⁵ The Net Settlement Amount is: \$2,800,000.00 minus \$933,333.33 for Class Counsel's attorneys' fees, minus \$35,000.00 for Class Counsel's litigation expenses, minus \$24,950.00 in administration costs, minus \$100,000.00 for the PAGA payment, and minus \$22,500.00 for the class representative service awards to named Plaintiffs.

1 29. Class Counsel represents that Plaintiffs devoted a great deal of time and work
2 assisting counsel in the case, communicated with counsel very frequently for litigation and to
3 prepare for mediation, and were frequently in contact with Class Counsel during the mediation.
4 Plaintiffs' requested enhancement awards are reasonable particularly in light of the substantial
5 benefits Plaintiffs generated for all class members.

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

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

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

27 33. In the final analysis, this class action would not have been possible without the aid
28 of Plaintiffs, who put their own time and effort into this litigation, sacrificed the value of their own

1 individual claims, and placed themselves at risk for the sake of the class members. The requested
2 enhancement awards for Plaintiffs for their service as the class representatives and for their general
3 releases of all individual claims is a relatively small amount of money when the time and effort
4 put into the litigation are considered and in comparison to enhancements granted in other class
5 actions. The requested incentive awards are therefore reasonable to compensate Plaintiffs for their
6 active participation in this lawsuit.

7 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

8 34. The settlement provides for attorneys' fees and costs to Class Counsel in an amount
9 up to 1/3 of the Gross Settlement Amount, for a maximum fees award of \$933,333.33, plus
10 reasonable litigation expenses of up to \$35,000.00.

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

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

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

26 38. Because most individuals cannot afford to pay for representation in litigation on an
27 hourly basis, Wilshire Law Firm, PLC represents virtually all of its employment law clients on a
28 contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless

we prevail at trial or successfully settle our clients' cases. Because Wilshire Law Firm, PLC is taking the risk that we will not be reimbursed for our time unless our client settles or wins his or her case, we cannot afford to represent an individual employee on a contingency basis if, at the end of our representation, all we are to receive is our regular hourly rate for services. It is essential that we recover more than our regular hourly rate when we win if we are to remain in practice so as to be able to continue representing other individuals in civil rights employment disputes.

PLAINTIFFS' COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

43. I was selected as a "Southern California Rising Star" by Super Lawyers in 2025.

44. As the attorney responsible for day-to-day management of this matter at the Wilshire Law Firm, PLC, I have over four years of experience litigating wage and hour class actions. Over the last 4+ years, I have managed and assisted with the litigation and settlement of

several wage and hour class actions. In those class actions, I performed similar tasks as those performed in the course of prosecuting this action.

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

- (a) *Kingsbury v. Caravan Foods II, Inc.*, Alameda County, Case No. RG21096357; Motion for Final Approval granted on January 31, 2023.
- (b) *Frias-Estrada v. Trek Retail Corporation*, Contra Costa County, Case No. MSC20-01916; Motion for Final Approval granted on March 3, 2023.
- (c) *Reyes v. Everytable, PBC, et al.*, Los Angeles County, Case No. 21STCV35987; Motion for Final Approval granted on May 3, 2023.
- (d) *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.
- (e) *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.
- (f) *Garduno v. New Generation Framing, Inc., et al.*, Stanislaus County, Case No. CV-21-000544; Motion for Final Approval granted on August 11, 2023.
- (g) *Hernandez, et al. v. Burford Farming Company, Inc.*, Fresno County, Case No. 21CECG03817; Motion for Final Approval granted on August 21, 2023.
- (h) *Barajas v. Final Phase Construction, Inc.*, San Bernardino County, Case No. CIVSB2118622; Motion for Final Approval granted on September 13, 2023.
- (i) *Jaimes, et al. v. Infiniti Health LLC*, Los Angeles County, Case No. 22STCV07261; Motion for Final Approval granted on October 17, 2023.
- (j) *Nunez v. Gabriel Container*, Los Angeles County, Case No. 21STCV09787; Motion for Final Approval granted on November 2, 2023.

- (k) *Lupercio v. Western CNC, Inc.*, San Diego County, Case No. 37-2021-00010314-CU-OE-CTL; Motion for Final Approval granted on January 26, 2024.
- (l) *Jackson, et al. v. Apple Valley Communications, Inc., et al.*, San Bernardino County, Case No. CIVSB2124721; Motion for Final Approval granted on February 1, 2024.
- (m) *Cuadras, et al. v. Guinn Corporation*, Kern County, Case No. BCV-21-101520; Motion for Final Approval granted on February 22, 2024.
- (n) *Williams v. Total Longterm Care, Inc., et al.*, San Bernardino County, Case No. CIVSB2213347; Motion for Final Approval granted on April 2, 2024.
- (o) *Meza v. Argus Management Company, LLC, et al.*, Los Angeles County, Case No. 21STCV31612; Motion for Final Approval granted on May 20, 2024.
- (p) *Wade v. Mallory Safety and Supply LLC*, Siskiyou County, Case No. 23CV00951; Motion for Final Approval granted on July 11, 2024.
- (q) *Snell v. Shasta Community Health Center*, Shasta County, Case No. CVCV22-199416; Motion for Final Approval granted on November 12, 2024.
- (r) *Ochoa, et al. v. La Tavola, LLC*, Napa County, Case No. 22CV000862; Motion for Final Approval granted on January 23, 2025.
- (s) *Brown, et al. v. Fidelity Security Services, Inc.*, Los Angeles County, Case No. 21STCV31617; Motion for Final Approval granted on January 28, 2025.

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

47. Bradford Smith is a Law and Motion Attorney at Wilshire Law Firm, PLC. He graduated from the University of California, Irvine with a Bachelor of Arts in History and received his Juris Doctor from Loyola Law School, Los Angeles in 2022. He was admitted to practice law in the State of California in 2022. Before joining Wilshire Law Firm, he worked at a law firm specializing in insurance defense litigation. His focus now is on wage and hour class action litigation.

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

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

Report is attached hereto as Exhibit 3.

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

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

Executed on March 10, 2025, in Irvine, California.



Arrash T. Fattahi

Exhibit 1

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

KEVISHA MARIAH BIVENS, individually,
on behalf of all others similarly situated, and
on behalf of the State of California and other
aggrieved persons; and MIKEALA KIARA
BARNES and JONATHAN ANTHONY
STOCKMAN, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

RIGHT AT SCHOOL, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 23STCV31316

CLASS & REPRESENTATIVE ACTION

**JOINT STIPULATION OF SETTLEMENT
AND RELEASE**

Complaint Filed: December 21, 2023

Trial Date: None set

This Class Action and Private Attorneys General Act (“PAGA”) Settlement Agreement (“Settlement Agreement”) is made and entered into between Plaintiffs Kevisha Mariah Bivens, Mikeala Kiara Barnes, and Jonathan Anthony Stockman (“Plaintiffs” or “Class Representatives”) on the one hand, individually and on behalf of the Settlement Class and Aggrieved Employees (as defined below), by and through their counsel of record, Wilshire Law Firm (“Class Counsel”), and Defendant Right At School, LLC (“Defendant”) on the other hand, by and through their counsel of record, Seyfarth Shaw LLP, subject to the approval of the Court, as provided below. This Settlement Agreement is intended by Plaintiffs and Defendant to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions herein, as follows:

1. Definitions.

As used herein, for the purposes of this Settlement Agreement only, the following terms shall be defined as set forth below:

- 1.1 “Action” refers to the civil action entitled: *Kevisha Mariah Bivens, et al. v. Right At School, LLC*, Case No. 23STCV31316, in the Superior Court of California, County of Los Angeles.
- 1.2 “Aggrieved Employee(s)” refers to all Class Members employed by Defendant at any time between January 16, 2023 through the earlier date of Preliminary Approval of this Settlement or the Alternate End Date (“PAGA Period”).
- 1.3 “Alternate End Date” refers to the Class Period end date if the number of workweeks exceed 123,200.
- 1.4 “Class” or “Class Members” refers to all non-exempt employees of Defendant in the State of California at any time between December 21, 2019 through the earlier date of Preliminary Approval of this Settlement or the Alternate End Date (“Class Period”). The term “Class Member” refers to both Participating and Non-Participating Class Members, including Non-Participating Class Members who qualify as Aggrieved Employees. It shall be an opt-out class.
- 1.5 “Class Member Address Search” means the Administrator’s investigation and search for Class Member and Aggrieved Employee 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 or Aggrieved Employees.
- 1.6 “Class Counsel” refers to Wilshire Law Firm.
- 1.7 “Class Counsel Fees and Costs Award” refers to costs incurred and attorneys’ fees sought by Class Counsel and agreed upon by the Parties for

Class Counsel's litigation and resolution of this Action, subject to Court approval.

- 1.8 "Class Settlement Notice" refers to the form of direct-mail notice to Class Members substantially in the form attached hereto as **Exhibit A**, as may be modified by the Court, entitled the Notice of Settlement of Class Action And Final Approval Hearing.
- 1.9 "Class Period" refers to December 21, 2019 through the earlier date of Preliminary Approval of this Settlement or Alternate End Date. The Class Period shall be the Release Period for the Class.
- 1.10 "Class Representatives" refers to Kevisha Mariah Bivens, Mikeala Kiara Barnes, and Jonathan Anthony Stockman.
- 1.11 "Effective Date" refers to the date the Court's order approving the settlement and judgment thereon becomes final. For purposes of the Settlement Agreement, the Court's Judgment "becomes final" upon the later of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court's Judgment (i.e., 61 calendar days after notice of entry of the Court's Judgment); (ii) if an appeal is filed, the date affirmance of an appeal of the Judgment becomes final; or (iii) if an appeal is filed, the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.
- 1.12 "Final Approval Hearing" refers to the hearing at which the Court will make a final determination whether the terms of the Settlement Agreement are fair, reasonable, and adequate for the Class and meet all applicable requirements for approval.
- 1.13 "Final Approval Order" refers to the final order by the Court approving the Settlement following the Final Approval Hearing.
- 1.14 "Gross Settlement Amount" (also referred to herein as "GSA") refers to the maximum settlement payment Defendant shall be obligated to make except as provided in Paragraph 19 below: Two Million Eight Hundred Thousand Dollars And No Cents (\$2,800,000.00). The GSA shall include all Individual Class Payments, the Court-approved Service Awards to the Class Representatives, the Court-approved Settlement Administration Costs, the Court-approved PAGA Payment, the Court-approved Class Counsel Fees and Costs Award, and applicable employer-side payroll tax payments (including but not necessarily limited to FICA, FUTA, etc.). The GSA is non-reversionary.

- 1.15 “Individual Class Payment” means each Participating Class Member’s pro rata share of the Net Settlement Amount, calculated pursuant to the formula described in Paragraph 6.1.1 below.
- 1.16 “Individual PAGA Payment” means each Aggrieved Employee’s pro rata share of the PAGA Penalties, calculated pursuant to the formula described in Paragraph 6.2.2 below.
- 1.17 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.18 “LWDA Payment” means the \$75,000 amount the Parties have agreed to pay the Labor and Workforce Development Agency (“LWDA”) in connection with the settlement of Plaintiffs’ PAGA claims, representing 75% of the PAGA Payment.
- 1.19 “Net Settlement Amount” (also referred to herein as “NSA”) shall be defined as the GSA minus the Court-approved Service Awards to the Class Representatives, the Court-approved Settlement Administration Costs, the Court-approved Class Counsel Fees and Costs Award, the applicable employer-side payroll tax payments (including but not necessarily limited to FICA, FUTA, etc.), and the PAGA Payment. The NSA is the maximum amount that shall be available for distribution to and on behalf of Class Members for Class Member Payments.
- 1.20 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Settlement Administrator a valid and timely Request for Exclusion.
- 1.21 “Notice Packet” refers to the Class Action and Representative Settlement Notice as set forth herein in the form substantially similar attached as **Exhibit “A,”** and subject to approval by the Court.
- 1.22 “Operative Complaint” refers to the Second Amended Complaint to be filed in the Action as described Paragraph 3.2 below.
- 1.23 “PAGA” means the Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.*
- 1.24 “PAGA Payment” means the \$100,000 amount the Parties have agreed to allocate to the resolution of any Aggrieved Employee’s claims arising under PAGA. Under PAGA, 75% of the PAGA Payment will be paid to the LWDA (the “LWDA Payment”). The remaining 25% of the PAGA Payment will be distributed to Aggrieved Employees (the “PAGA Penalties”).

- 1.25 “PAGA Penalties” means the \$25,000 amount the Parties have agreed to pay the Aggrieved Employees in connection with the settlement of their claims under PAGA, representing 25% of the PAGA Payment.
- 1.26 “PAGA Period” refers to January 16, 2023 through the earlier date of Preliminary Approval of this Settlement or the Alternate End Date. The PAGA Period shall be the Release Period for the Aggrieved Employees.
- 1.27 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.28 “Parties” refers to Plaintiffs and Defendant collectively.
- 1.29 “Plaintiffs’ Released Claims” are those claims defined in Paragraph 12.3 that are released solely by Plaintiffs against the Released Parties.
- 1.30 “Preliminary Approval” refers to the date the Court grants preliminary approval of the Settlement.
- 1.31 “Preliminary Approval Order” refers to the Court’s Order granting Preliminary Approval of the Settlement.
- 1.32 “Released Class Claims” are those claims defined in Paragraph 12.1 that are released by Settlement Class Members.
- 1.33 “Released PAGA Claims” are those claims defined in Paragraph 12.2 that are released by Aggrieved Employees.
- 1.34 “Released Parties” means: Defendant Right At School, LLC, and each of its current and/or former subsidiaries, parents, affiliates, joint ventures, and predecessors, and all of its and their respective insurers, agents, executive-level employees, successors, assigns, officers, officials, directors, attorneys, personal representatives, executors, and shareholders, including their respective pension, profit sharing, savings, health, and other employee benefits plans of any nature, the successors of such plans, and those plans’ respective current or former trustees and administrators, agents, employees, and fiduciaries.
- 1.35 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement in accordance with Paragraph 13.
- 1.36 “Response Deadline” refers to a date that is 45 calendar days after the date that the Notice Packet is initially mailed to Class Members and Aggrieved Employees, and is the deadline by which any Class Member may postmark his or her Objection to the Settlement, request for exclusion from the Settlement, or workweek and/or pay period dispute subject to any extensions as provided in Paragraph 13.3.6 below.

- 1.37 “Service Awards” refers to the Court’s award of a monetary payment to Plaintiffs for their services as Class Representatives as described in Paragraph 8, to be paid from the Gross Settlement Amount, and in return for executing Plaintiffs’ Released Claims as set forth in Paragraph 12.3.
- 1.38 “Settlement” refers to the settlement of this Action on behalf of the Settlement Class under the terms and conditions set forth in this Settlement Agreement.
- 1.39 “Settlement Administration Costs” refers to the costs that the Parties agree to pay the Settlement Administrator, subject to Court approval, for its fees and costs to perform the notice, claims administration, and distribution functions further described in this Settlement Agreement. The Parties anticipate that the Settlement Administration Costs will not exceed \$24,950.00.
- 1.40 “Settlement Administrator” or “Administrator” refers to the third-party administrator mutually selected by the parties, subject to Court approval, to perform the notice, claims administration, and distribution functions further described in this Settlement Agreement. The Parties agree to use ILYM Group, Inc. subject to Court approval. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.

2. Procedural History, Recitals, Filing of First Amended Complaint.

- 2.1 On or about December 21, 2023, Plaintiff Kevisha Mariah Bivens filed a class action Complaint alleging causes of action for: (1) failure to pay minimum and straight time wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Cal. Lab. Code §§ 1194 and 1198); (3) failure to provide meal periods (Cal. Lab. Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (Cal. Lab. Code §§ 226.7 and 512); (5) failure to timely pay final wages at termination (Cal. Lab. Code §§ 201-203); (6) failure to provide accurate itemized wage statements (Cal. Lab. Code § 226); (7) failure to indemnify employees for expenditures (Cal. Lab. Code § 2802); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*).
- 2.2 On or about January 16, 2024, Plaintiff Kevisha Mariah Bivens submitted a letter to the LWDA asserting claims for failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, failure to provide accurate itemized wage statements, and failure to indemnify employees for expenditures based on violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 1174.5, 1194, 1197, 1198, and 2802.

- 2.3 On or about October 23, 2024, the Parties submitted a stipulation and proposed order to the court to allow Plaintiff Kevisha Mariah Bivens to file a First Amended Class & Representative Action Complaint asserting civil penalties under PAGA for the same Labor Code violations alleged in the Complaint and adding additional class representatives. The First Amended Class & Representative Action Complaint was filed by Plaintiffs on December 4, 2024. Defendant shall not be required to file an answer to the First Amended Class & Representative Action Complaint and no affirmative or other defense shall be considered waived as to the First Amended Complaint, if the Court does not grant Final Approval of the Settlement.
- 2.4 On October 28, 2024, the Parties participated in a mediation session before mediator David Phillips, an experienced mediator who has mediated numerous wage-hour class actions. The case resolved after Mr. Phillips issued a mediator's proposal that the Parties accepted on October 31, 2024.
- 2.5 Defendant denies each of the claims in the Complaint, and further denies that they are liable to Plaintiffs, the Class, or Aggrieved Employees and further denies that, for any purpose other than settling this Action, this Action is appropriate for class action or representative treatment.
- 2.6 Prior to mediation, Plaintiffs obtained, through informal discovery, relevant wage and hour policies and procedures, such as meal and rest break policies, and a 20% sampling of time and payroll records for the entire Class. The Parties agree that Plaintiffs' 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*"). Class Counsel represents that they have thoroughly investigated the class claims against Defendant. Class Counsel represents that they have conducted their own investigation into the underlying facts, events, and issues related to the subject matter of this Action. Class Counsel represents that they have further undertaken an extensive analysis of the legal principles applicable to the claims asserted against Defendant, and the potential defenses thereto. Plaintiffs and Defendant have had an opportunity to evaluate their respective positions on the merits of the claims asserted.
- 2.7 Class Counsel also has engaged in intensive arms-length negotiations with counsel for Defendant with a view toward achieving substantial benefits for the Class, while avoiding the cost, delay and uncertainty of further litigation, trial, and appellate review.
- 2.8 As a consequence of said negotiations, and of Class Counsel's investigation, analysis and discovery, Plaintiffs and Class Counsel determined to enter into this Settlement Agreement on the terms and conditions hereinafter set forth, believing such Settlement to be fair, reasonable, and adequate and in

the best interests of Class Members. Plaintiffs and Class Counsel have determined to execute this Settlement Agreement and urge approval by the Court of the proposed Settlement after considering: (1) the substantial factual and legal defenses asserted by Defendant to the claims asserted in these Action; (2) the potential difficulties Plaintiffs and Class Members would encounter in establishing the elements of their claims; (3) the substantial benefits that Class Members shall receive pursuant to the proposed Settlement; (4) the fact that the proposed Settlement ensures that Class Members shall receive relief in the most expeditious and efficient manner practicable, and thus much sooner than would be possible were the claims to be litigated successfully through trial and appeal; and (5) the fact that the proposed Settlement allows persons who would otherwise fall within the definition of the Class, if they so desire, to opt out of the Settlement and individually pursue the claims alleged in the Action.

2.9 As set forth above, without admitting any wrongdoing or liability, Defendant is willing to agree to the terms of the proposed Settlement provided that all of the Released Claims (as defined below) are settled and compromised, in order to fully resolve all issues relating to the subject matter of the Action.

2.10 The Court has not granted class certification in the Action.

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, and of the release and dismissal of all Released Claims, Plaintiffs, on behalf of themselves and as the Class Representatives on behalf of the Class and Aggrieved Employees, Class Counsel, and Defendant agree to the terms and provisions of this Settlement Agreement, subject to the approval of the Court.

3. Filing of Second Amended Complaint, Amended LWDA Letter.

3.1 Amended LWDA Letter. Class Counsel submitted an amended letter to the LWDA on January 7, 2025.

3.2 Second Amended Complaint: Class Counsel shall prepare a Second Amended Complaint for Defense Counsel's review and approval. Class Counsel will file the Second Amended Complaint by March 13, 2025. The Second Amended Complaint shall include all of the claims that were originally filed in the Complaint and shall also include claims for failure to pay sick pay pursuant to Labor Code § 246; failure to pay split-shift premium pursuant to IWC Wage Orders § 4; violation of Labor Code § 1174(d); failure to indemnify employees for expenditures pursuant to Labor Code §§ 2800 and 2802; failure to keep requisite payroll records pursuant to Labor Code § 1174(d); wages not timely paid during employment pursuant to Labor Code § 204; unpaid minimum wages pursuant to Labor Code §§ 1194, 1197, and 1197.1; and amending the PAGA cause of action to include claims under Labor Code §§ 246, 512, 515, 551, 552, 558, 558.1,

1174, 1182.12, 1185, 1194.2, 1199, 2698, and 2800; and provisions of the IWC Wage Orders, including Wage Orders 4-2001 and 5-2001. The Second Amended Complaint shall conform with the class definition that is set forth in this Agreement. The Parties agree that, before the filing of a Motion for Preliminary Approval, Plaintiffs will file a joint stipulation requesting that the Court grant leave to file the Second Amended Complaint for settlement purposes. Defendant shall not be required to file an answer to the Second Amended Complaint and no affirmative or other defense shall be considered waived as to the Second Amended Complaint, if the Court does not grant Final Approval of the Settlement.

4. Stipulation to Certification and Limitation on Effect of Settlement.

- 4.1 The Settlement shall not constitute, in this or any other proceeding, an admission of any kind by Defendant, including without limitation, that certification of a class is appropriate or proper or that Plaintiffs could establish any of the requisite elements for class or representative action treatment of any of the claims in the Action. For purposes of this Settlement only, the Parties stipulate to the certification of the Class under California Code of Civil Procedure Section 382. In the event that the Settlement is not finally approved, or the Settlement is otherwise terminated, Defendant expressly reserves all rights to challenge certification of a class on all available grounds.

5. Establishment of the GSA.

- 5.1 Under the Settlement, Defendant shall pay a GSA of no more than \$2,800,000 (except if the escalator clause is triggered and Defendant chooses to increase the GSA).
- 5.2 This Settlement shall be made on a non-claims-made basis and will be non-reversionary.
- 5.3 Payment by Defendant pursuant to this Settlement Agreement shall settle all Released Claims between the Released Parties and Settlement Class Members (including all Aggrieved Employees), including all Individual Class Payments, the Court-approved Service Awards to the Class Representatives, the Court-approved Settlement Administration Costs, the Court-approved PAGA Payment, the Court-approved Class Counsel Fees and Costs Award, and any applicable employer-side payroll tax payments (including but not necessarily limited to FICA, FUTA, etc.).

6. Calculation of the NSA and Distribution of Settlement Proceeds.

- 6.1 This Settlement shall be a “non-claims-made” settlement. Each Class Member will be entitled to a share of the NSA for the Individual Class Payment in accordance with the formula set forth below. Payments will be

made from the NSA only to Participating Class Members, as set forth herein.

- 6.1.1 Each Participating Class Member will be paid a portion of the NSA in accordance with the following formula:

The pro rata portion of the NSA to be distributed to each Settlement Class Member shall be determined by dividing the total number of weeks worked during the Class Period into the NSA to arrive at a value per workweek for each eligible Settlement Class Member. The value per workweek shall be multiplied by the number of workweeks worked by each Settlement Class Member during the Class Period. Partial weeks will be counted as full workweeks. For purposes of payment, workweeks shall be determined based on hire dates, termination dates, and re-hire dates, as applicable.

- 6.2 Subject to Court-approval, a PAGA Payment in the amount of \$100,000 shall be paid from the GSA with 75% (\$75,000) allocated to the LWDA Payment and 25% (\$25,000) allocated to PAGA Penalties.

- 6.2.1 Each Aggrieved Employee will be entitled to a share of the PAGA Penalties (aka the 25% of the PAGA Payment payable to Aggrieved Employees) in accordance with the formula set forth below. Payments will be made from the PAGA Penalties only to Aggrieved Employees as set forth herein. Assuming the Court approves the PAGA Payment stipulated to by the Parties, the PAGA Penalties are estimated to be \$25,000.

- 6.2.2 Each Aggrieved Employee will be paid a portion of the PAGA Penalties in accordance with the following formula:

The pro rata portion of the PAGA Penalties shall be determined by dividing the total number of pay periods worked during the PAGA Period into the PAGA Penalties to arrive at a value per pay period for each Aggrieved Employee. The value per pay period shall be multiplied by the number of pay periods worked by each Aggrieved Employee during the PAGA Period. Partial pay periods will be counted as full pay periods.

- 6.2.3 If the Court approves a PAGA Payment of less than the amount requested, the Settlement Administrator will allocate the remainder to the NSA. Any change in the requested PAGA Payment is not a material term of this Agreement. If the Court approves a lesser or greater amount than that requested, the other terms of this Agreement shall remain in effect. However, some approval of a PAGA Payment is a material term of this Agreement. If the Court does not approve any PAGA Payment without leave to amend, then

the entire Agreement will be, at Defendant's sole discretion, void and unenforceable. In such case, the Parties shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement and the Parties shall proceed in all respects as if this Agreement had not been executed except that the costs of administration shall be borne by Defendant.

- 6.3 Payments to Class Members and Aggrieved Employees pursuant to this Settlement Agreement are not intended by the Parties to be compensation for purposes of determining eligibility, vesting, participation, or contributions with respect to any employee benefit plan. For purposes of this Agreement, the term "benefit plan" means every ERISA "employee benefit plan," as defined in the Employee Retirement and Income Security Act of 1974 ("ERISA"), 29 U.S.C. section 1002(3). The term "benefit plan" also includes any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy, regardless of whether any such plan is considered an ERISA employee benefit plan.

7. Class Counsel Fees and Costs Award.

Class Counsel shall move for Class Counsel Fees and Costs Award contemporaneous with the motion for the Final Approval Order requesting, and to which Defendant agree to not oppose, Class Counsel Fees that are equal to or less than \$933,333.33 (*i.e.*, one third of the GSA), plus a Costs Award up to \$35,000. Defendant retains the right to oppose a request for Class Counsel Fees exceeding one-third of the GSA or a request for Costs Award in excess of \$35,000. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Costs Award. If the Court awards a lower amount of Class Counsel Fees or Costs Award requested by Class Counsel, the other terms of this Agreement shall apply. Should the Court approve Class Counsel Fees or Costs Award in an amount less than that set forth herein, the unapproved portion or portions shall revert to the NSA and be apportioned to Settlement Class Members as described in Paragraph 6.1.1 of this Settlement Agreement. The award of Class Counsel Fees or Costs Award in the amounts sought is not a material term of this Agreement and the award of any of these items at less than requested by Class Counsel does not give rise to a basis to abrogate this Agreement.

8. Service Awards.

Class Counsel shall file a motion requesting Service Awards, to which Defendant agree not to object, of up to \$7,500 to each of the Plaintiffs from the GSA in consideration for serving as Class Representatives and in exchange for Plaintiffs' Released Claims. Defendant retains the right to object to a request for a Service Award in excess of this amount. If the Court awards a lower amount for the Service Awards requested by Plaintiffs' counsel, the other terms of this Agreement shall apply. Should the Court approve

a Service Award in an amount less than that set forth herein, the unapproved portion or portions shall revert to the NSA and be apportioned to Settlement Class Members as described in Paragraph 6.1.1 of this Settlement Agreement. The award of any Service Award in the amount sought is not a material term of this Agreement and the award of an amount less than requested by Plaintiffs do not give rise to a basis to abrogate this Agreement.

9. Costs of Settlement Administration.

The Parties agree to mutually select ILYM Group, Inc. as the Settlement Administrator in the Action. This administration duty shall include without limitation, setting up an escrow account for funding of the Settlement, obtaining tax identification number(s) for Defendant applicable to the Settlement, calculating the Individual Class and PAGA Payments, performing an initial Class Member Address Search upon receipt of the Class Member mailing addresses, mailing the Notice Packets, performing one skip trace on Notice Packets returned as undeliverable, establishing a hotline telephone number to communicate with Class Members about the Settlement, reviewing and processing requests by Class Members to opt out of the settlement, reviewing and submitting to Class Counsel and Defendant's Counsel any received objections, mailing the Individual Class and PAGA Payments and tax forms to the Settlement Class Members and Aggrieved Employees, and making all required distributions to Settlement Class Members. The Settlement Administrator will report payment of the Individual Class Payments and Individual PAGA Payments to all required taxing and other authorities, and requisite reporting documentation to the applicable taxing agencies, and issue appropriate tax forms. The Settlement Administrator will establish a Qualified Settlement Fund ("QSF"), pursuant to U.S. Treasury Regulation Section 468B(g) of the Internal Revenue Service for the purposes of administering the Settlement. All Settlement Administration Costs shall be taken from the GSA. The Parties expect Settlement Administration Costs to not exceed \$24,950.00. Any unapproved amount of Settlement Administration Costs shall be allocated to the NSA and apportioned to the Class Members as described in Paragraph 6.1.1 of this Settlement Agreement. The award of Settlement Administrator Costs in the amount sought is not a material term of this Agreement and the award of an amount less than requested by Plaintiffs do not give rise to a basis to abrogate this Agreement.

The Settlement Administrator will establish, maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees and Costs Award and Service Awards, the Final Approval Order and the Judgment. The Settlement Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

10. **Payment Procedure.**

- 10.1 Funding the Settlement. Within 30 calendar days after the Effective Date, Defendant will deposit money into an account, through the Settlement Administrator, in an amount equal to the GSA.
- 10.2 Qualified Settlement Fund. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 10.3 Payments to Class Members, Aggrieved Employees, the LWDA, Class Counsel, Class Representatives, and Taxing Authorities. Within 10 calendar days after the funding of the Settlement, the Settlement Administrator will pay: (1) the NSA to the Settlement Class Members per the terms of this Settlement Agreement and the Final Approval Order; (2) the Court-approved PAGA Payment to Aggrieved Employees and the LWDA; (3) the Court-approved Class Counsel Fees and Costs Award; (4) the Court-approved Settlement Administration Costs; and (5) the Court-approved Service Awards to the Class Representatives. Disbursement of the Class Counsel Fees and Costs Award, the Settlement Administration Costs, and Service Awards shall not precede disbursement of the Individual Class and PAGA Payments. The Settlement Administrator shall also, within the time periods prescribed by law and/or regulations, remit all applicable tax withholdings (if any) to the appropriate taxing authorities. Before mailing any checks, the Settlement Administrator must perform a Class Member Address Search.
- 10.4 Checks to Class Members. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment.
- 10.5 Uncashed Class Payments. In the event that a Class Member Payment check is not cashed within 180 calendar days from the date initially mailed by the Settlement Administrator, such funds shall escheat to the State and shall be sent by the Settlement Administrator to the State Controller’s Office, Unclaimed Property Division, thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384,

subd. (b). In such event, release of Released Claims will remain binding upon the affected Settlement Class Member. The Settlement Administrator will cancel all checks not cashed by the void date. All uncashed Individual PAGA Payments will be distributed to the LWDA. The requirement that any uncashed Class Member checks be distributed to the State of California's Unclaimed Property Fund to be held in the name of each expired check payee pursuant to applicable unclaimed property laws is not a material term of this Settlement and an order from the Court requiring the Parties to distribute unclaimed funds to a *cy pres* shall not give rise to a basis on which to abrogate the settlement provided that no "unpaid residue" remains within the meaning of California Code of Civil Procedure section 384.

- 10.6 Returned Checks. The Settlement Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date unless the Settlement Class Member's check has already been cashed.

11. **Tax Treatment.**

- 11.1 Tax Treatment of Claimed Portion of Settlement Payments. Twenty percent (20%) of the Net Settlement Amount attributable to the Class Settlement Award will be allocated to the settlement of disputed claims for wages (the "Wage Portion"), and eighty percent (80%) of the Net Settlement Amount attributable to the Class Settlement Award will be allocated to the settlement of disputed non-wage claims – *i.e.* penalties and interest (the "Non-Wage Portion"). All of the PAGA Payment will be allocated to the settlement of disputed non-wage claims. The Settlement Administrator will issue to Class Members a Form W-2 for the Wage Portion of all Settlement Payments and a Form 1099 for the Non-Wage Portion of all Settlement Payments. Class Members shall assume full responsibility and liability for the payment of taxes due on such amounts.
- 11.2 Tax Treatment of Class Representative Service Awards. Plaintiffs will receive an IRS Form 1099 for their individual Service Awards, and will be responsible for payment of any taxes owing on said amount. Plaintiffs shall assume full responsibility and liability for the payment of taxes due on such Service Awards.

- 11.3 Tax Treatment of Attorneys' Fees And Cost Award. Class Counsel will receive an IRS Form 1099 for any amount awarded to Class Counsel in the Class Counsel Fees or Costs Awards and will be responsible for payment of any taxes owing on said amounts. Class Counsel shall assume full responsibility and liability for the payment of taxes due on such amounts.
- 11.4 No Tax Advice. Defendant is not giving any tax advice in connection with the Settlement or any payments to be made pursuant to this Settlement. Each Settlement Class Member agrees to indemnify, and hold harmless Defendant from any liability for taxes, fees, costs, or assessments resulting from his or her failure to timely pay his or her share of taxes, interest, fees, or penalties owed.

12. **Releases.**

Upon full payment by Defendant of the GSA to the Settlement Administrator, and in exchange for the consideration set forth in this Settlement Agreement, Plaintiffs and the Settlement Class Members agree to release those claims set forth herein as applicable.

- 12.1 Release by Participating Class Members: By operation of the entry of the Court's Final Approval Order and judgment, each Participating Class Member and each of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians will release the Released Parties from any and all claims, rights, demands, charges, complaints, causes of action, obligations, or liability of any and every kind or nature, contingent or accrued, and irrespective of theory of recovery, that arose during the Class Period and which were or could have been brought based on the facts or claims alleged in any version of the complaints filed in the Action. The released claims means any and all claims arising during the Class Period that were pled or could have been pled based on the factual allegations in the Operative Complaint, including, but not limited to, any claims for failure to pay wages, including minimum wages and overtime and including but not limited to wages due based on alleged time rounding and/or off-the-clock work, failure to pay wages (including overtime wages) at the regular rate of pay, failure to provide meal periods, failure to authorize and permit rest periods, short/late meal and rest periods, failure to relieve employees of all duties during meal and/or rest periods, failure to pay for time worked off the clock during meal periods, failure to properly compensate meal or rest break premiums at the regular rate of pay, failure to furnish accurate wage statements, recordkeeping violations, failure to timely pay wages during employment, failure to reimburse for all necessary expenses, failure to timely pay wages at separation, as well as claims derivative and/or related to these claims, liquidated damages, failure to pay sick pay, failure to pay split shift premiums, failure to keep requisite payroll records, conversion of wages, claims under California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512(a), 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, claims

under the applicable IWC Wage Order, and claims arising under Business and Professions Code section 17200 arising from the Labor Code violations released herein. Participating Class Members shall further waive their right to pursue individual lawsuits as to any of the claims released herein against the Released Parties to the extent such claims accrued during the Class Period.

12.2 Release by Aggrieved Employees: As to claims for civil or statutory penalties for violation of PAGA, the State of California, all Aggrieved Employees including Plaintiffs shall release the Released Parties for all claims for penalties under PAGA during the PAGA Period that were or could have been alleged in the Action based on the facts or claims alleged in any version of the Complaint and/or the LWDA Letters irrespective of the underlying theory of recovery supporting the claim for PAGA penalties. The release of claims shall include a Civil Code Section 1542 release as to the released claims only.

12.3 Plaintiffs' Release: In addition to the foregoing releases, Plaintiffs agree to a general release of all claims, known or unknown, under federal, state, and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to Plaintiffs' employment with Defendant and their compensation while employed by Defendant which occurred at any time including before or during the Class Period. This general release includes a waiver of rights under section 1542 of the California Civil Code. Plaintiffs make this release understanding the significance of this waiver. Section 1542 provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

12.4 Plaintiffs warrant and represent that they have not assigned or transferred to any person or entity any of Plaintiffs' Released Claims or any rights, claims, or causes of action arising out of Plaintiffs' Released Claims. In addition, Plaintiffs shall defend, hold harmless, and indemnify the Released Parties, or any of them, from and against any claims, damages, litigation, causes of action, and expenses, including reasonable attorneys' fees, resulting from any breach by either Plaintiffs of this warranty and representation, or any breach of Plaintiffs of their release of Plaintiffs' Released Claims.

12.5 Prohibition on Subsequent Assertion of Released Claims. Plaintiffs, to the fullest extent allowed by law, is prohibited from asserting a Released Claim,

and from commencing, joining in, or voluntarily assisting in a lawsuit or adversary proceeding against the Released Parties, based on Plaintiffs' Released Claims. Excluded from this prohibition are any instances where any individual is legally compelled to testify through service of a subpoena or other process. Settlement Class Members, to the fullest extent allowed by law, are prohibited from asserting a Released Claim, and from commencing, joining in, or voluntarily assisting in a lawsuit or adversary proceeding against the Released Parties, based on Released Claims. Excluded from this prohibition are any instances where any individual is legally compelled to testify through service of a subpoena or other process.

13. Class Settlement Notice and Claims Administration.

13.1 Duties of Settlement Administrator. The Parties agree to ILYM Group, Inc. as the Settlement Administrator to perform the notice and other settlement claims administration functions set forth below.

13.1.1 Weekly Reports. The Settlement Administrator shall provide Defendant's counsel and Class Counsel with weekly summary reports, including the total number of Class Settlement Notices that were returned as undeliverable, the total number of objections and requests to opt out of the settlement, and the amounts not claimed by Class Members as a result of the submission of timely and valid requests to opt out of the settlement, if any, and/or any uncashed or undeliverable Settlement Checks. The Settlement Administrator shall maintain records of its work, which shall be available for inspection upon request by Defendant's counsel or Class Counsel.

13.1.2 Workweek and/or Pay Period Challenges. The Administrator has authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of workweeks and/or pay periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

13.1.3 Requests for Exclusion. The Administrator will promptly review on a rolling basis opt-out requests to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting opt-out requests, the Settlement Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

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

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

13.2 Identification of Class Members.

13.2.1 Within 30 business days of the entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the following Class Data, to the extent that it possesses the information.

- (1) the names, last known addresses, and last known telephone numbers of each Class Member;
- (2) the social security number of each Class Member;
- (3) the start and ending dates of employment for each Class Member;
- (4) the number of workweeks worked by each Class Member during the Class Period; and
- (5) the number of pay periods worked by each Aggrieved Employee during the PAGA Period.

- (6) 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 Settlement Administrator employees who need access to the Class Data to effect and perform under this Agreement.

13.2.2 If Defendant and the Settlement Administrator determine, based upon further review of available data, that a person previously identified as being a Class Member should not be so included or identify a person who should have been included as a Class Member but was not so included, Defendant and the Settlement Administrator shall promptly delete or add such person as appropriate and immediately notify Class Counsel prior to such deletions or additions (and the reasons therefor).

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

13.2.4 Other than the obligations set forth in this Settlement Agreement, Defendant shall have no additional obligation to identify or locate any Class Member or have any liability in connection with the provision of information to the Settlement Administrator or otherwise.

13.3 Notice to Class Members

13.3.1 Class Settlement Notice. The Class Settlement Notice shall be a pre-printed notice, in substantially the form attached hereto as **Exhibit A** and to be approved by the Court. In addition to other information contained on the Class Settlement Notice, the Class Settlement Notice shall state the number of workweeks and/or pay periods that the Class Member worked in California during the Class Period and/or PAGA Period. The workweeks and pay periods shall be determined according to Defendant's records. The Class Settlement Notice also shall also include an estimate of the Class Member's

Individual Class Payment and/or PAGA Payment and an explanation of the pro rata distribution formula.

- 13.3.1.1 Challenges to the Calculation of Workweeks / Pay Periods. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Notice is remailed) to challenge the number of workweeks and pay periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Settlement Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the workweeks and/or pay periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of workweeks and/or pay periods shall be final and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall promptly provide copies of all challenges to calculation of workweeks and/or pay periods to Defense Counsel and Class Counsel and the Settlement Administrator's determination the challenges
- 13.3.2 Upon its receipt of the Class Data, the Settlement Administrator shall perform a Class Member Address Search and update any addresses.
- 13.3.3 No later than 3 business days after receipt of the Class Data, the Settlement Administrator shall notify Class Counsel that the list has been received and state the number of Class Members and workweeks in the Class Data.
- 13.3.4 The Settlement Administrator shall provide the Notice Packet by first class mail, forwarding requested, to the Class Members at the addresses identified through the process described above. This mailing shall occur no later than 14 days after the Settlement Administrator receives the Class Data. The first page of the Class Notice shall estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Settlement Class Member, and the number of workweeks and/or pay periods used to calculate these amounts. Before mailing Notice Packets, the Settlement Administrator shall update Class Member addresses as necessary following a Class Member Address Search.

13.3.5 Not later than 3 business days after the Settlement Administrator's receipt of any Notice Packet returned as undeliverable, the Settlement Administrator shall re-mail the Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

13.3.6 The deadlines for Class Members' written objections, Challenges to workweeks and/or pay periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

13.4 Notice to the LWDA. Class Counsel shall timely transmit to the LWDA all necessary PAGA documents concerning this Settlement, including this Agreement.

14. Objections to the Settlement.

14.1 Any Class Member who does not submit a valid and timely request to opt out of the settlement (*i.e.*, a Participating Class Member) may object to the Settlement. Any Participating Class Member who wishes to object to the Settlement must submit a written objection by fax, email, or mail to the Settlement Administrator no later than the Response Deadline.

14.2 The objection must include the case name and number and must set forth, in clear and concise terms, a statement of the reasons why the objector believes that the Court should find that the Settlement is not in the best interest of the Class Members and the reasons why the Settlement should not be approved, including the legal and factual arguments supporting the objection. The Settlement Administrator will promptly serve copies of any objection or notice of intention to appear on Class Counsel and Defense Counsel.

14.3 Settlement Class Members shall be entitled to appear and/or object at the Final Approval Hearing regardless of whether they have submitted a timely written objection and notice of intention to appear pursuant to this Section. Settlement Class Members may appear at the Final Approval Hearing, either in person or through a lawyer retained at their own expense.

14.4 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 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

15. Requests for Exclusion (Opt Outs)

- 15.1 In order to opt out of the Settlement, the Class Member must timely submit by fax, email, or mail, an opt-request request (the “Request for Exclusion”) to the Settlement Administrator by the Response Deadline.
- 15.2 The Request for Exclusion should state the Class Member’s name, address, telephone number, and signature. However, the Settlement Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Settlement Administrator shall accept any Request for Exclusion as valid if the Settlement Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member’s desire to be excluded. The Settlement Administrator’s determination shall be final and not appealable or otherwise susceptible to challenge. If the Settlement Administrator has reason to question the authenticity of a Request for Exclusion, the Settlement Administrator may demand additional proof of the Class Member’s identity. The Settlement Administrator’s determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 15.3 Class Members who submit a valid and timely Request for Exclusion shall not be permitted to object to the Settlement or appeal and shall not receive any Individual Class Payment from the Net Settlement Amount. Class Members who opt out also shall not be bound by the Class Release provisions in this Agreement or the Final Approval Order. Each Class Member who does not opt out of the Settlement shall remain qualified to receive an Individual Class Payment and shall be subject to being bound by the applicable Released Class Claims provisions in this Agreement or the Final Approval Order, regardless of whether the Class Member actually receives the Class Notice or objects to the Settlement.
- 15.4 Except for persons who elect to opt out of the Class in the manner and within the time limits specified above and in the Class Settlement Notice, all Class Members shall be deemed to be within the Class for all purposes under this Settlement Agreement, shall be bound by the terms and conditions of this Settlement Agreement (including the release provisions in Paragraph 12.1), including all orders issued pursuant thereto, and shall be deemed to have waived all unstated objections and unstated opposition to the fairness, reasonableness, and adequacy of this Settlement Agreement, and any of its terms.
- 15.5 Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Class Members who are Aggrieved Employees (including

Non-Participating Class Members) are deemed to release the claims identified in Paragraph 12.2 of this Agreement and are eligible for an Individual PAGA Payment.

16. Application for Preliminary Approval Order.

After the Parties' execution of this Agreement, Plaintiffs shall file for preliminary approval of the proposed Settlement, requesting a Preliminary Approval Order that contains the following provisions:

- (1) preliminarily approving the Settlement Agreement and its terms;
- (2) approving the form of the Class Settlement Notice, and finding that the proposed method of disseminating the Class Settlement Notice meets the requirements of due process and is the best notice practicable under the circumstances;
- (3) establishing the procedures and the deadline by which Class Members may assert objections to the Settlement or opt out of the Settlement;
- (4) establishing a deadline to submit papers/briefing in response to any objections and for Plaintiffs to submit papers/briefing in support of final approval of the Settlement Agreement including the Service Awards for the Class Representatives and the Class Counsel Fees and Costs Award;
- (5) appointing Class Counsel, the Settlement Administrator, and the Class Representatives; and
- (6) setting a date for the Final Approval Hearing.

Counsel for Defendant will be given an opportunity to comment on said motion at least 5 business days prior to filing, and such comments shall be implemented to the extent they are deemed reasonable by Plaintiffs and Class Counsel.

17. Final Approval Order and Judgment.

If the Settlement shall be finally approved by the Court following the Final Approval Hearing, the Parties hereto shall jointly request that the Court enter a Final Approval Order and Judgment, which includes the following provisions:

- (1) confirming certification of the Settlement Class for settlement purposes;
- (2) finding that the dissemination of the Class Notice, in the form and manner ordered by the Court was accomplished as directed, and met the requirements of due process;

- (3) finally approving the Settlement Agreement and the Settlement as fair, reasonable and adequate and directing consummation of the Settlement in accordance with its terms and provisions;

The Judgment shall include the following provisions:

- (1) directing the Parties to implement the terms of the Settlement Agreement;
- (2) releasing and discharging the Released Parties from any and all liability with respect to the Plaintiffs' Released Claims, Released Class Claims, and Released PAGA Claims as hereinabove provided, except for full payment of the Gross Settlement Amount;
- (3) resolving and settling all of Plaintiffs' Released Claims as hereinabove provided, with the release precluding them from instituting, commencing, directly or indirectly, as an individual or collectively, representatively, derivatively, or on behalf of themselves, or in any other capacity of any kind whatsoever, any action in this Court, any other state court, or any arbitration or mediation proceeding or any other similar proceeding, against any Released Party that asserts any claims that are Plaintiffs' Released Claims under the terms of the Settlement;
- (4) resolving and settling all the Released Class and PAGA Claims by all Settlement Class Members and Aggrieved Employees as hereinabove provided, with the release precluding them from instituting, commencing, or continuing to prosecute, directly or indirectly, as an individual or collectively, representatively, derivatively, or on behalf of himself or herself, or in any other capacity of any kind whatsoever, any action in this Court, any other state court, or any arbitration or mediation proceeding or any other similar proceeding, against any Released Party that asserts any claims that are Released Class or PAGA Claims under the terms of the Settlement;
- (7) awarding the Service Awards to the Class Representatives, Class Counsel Fees and Costs Award to Class Counsel, and Settlement Administration Costs to the Settlement Administrator, as determined by the Court;
- (8) reserving continuing and exclusive jurisdiction over all matters related to the administration and consummation of the terms of this Settlement and enforcement of the Judgment; and
- (9) dismissing the Action with prejudice.

18. Effect of Settlement Not Being Final.

In the event that the Settlement does not become Final then the Settlement Agreement shall become null and void, and all negotiations, proceedings, and statements relating thereto shall be without prejudice as to the rights of any and all Parties hereto, and

all Parties and their respective predecessors and successors shall be deemed to have reverted to their respective positions in the Action as of the date and time immediately prior to the execution of this Settlement Agreement, and shall retain all rights to make all arguments regarding the merits of the claims and the appropriateness of the case for class and/or representative action treatment. If the Court does not approve either preliminarily or finally any material term or condition of the Settlement Agreement, or if the Court effects a material change to the Settlement, then this entire Settlement Agreement will be, at the Parties' discretion, voidable and unenforceable.

19. Escalator.

Based on the records, Defendant estimates that there are 112,000 total workweeks during the period from December 21, 2019 to October 28, 2024 (the date of mediation). Should the qualifying workweeks increase beyond 10% worked by the Class Members during the Class Period (i.e., more than 123,200 workweeks), Defendant shall have the option to either: (1) increase the GSA on a pro-rata basis equal to the percentage increase in the number of workweeks worked by the Class Members above 10% (for example, if the number of workweeks increased by 11%, the GSA will increase by 1%); or (2) the Class Settlement Period shall end on the day before the workweeks exceed the 123,200 workweek threshold ("Alternate End Date").

20. Tolerance of Requests for Exclusion.

Notwithstanding any other provision of this Settlement Agreement, Defendant shall retain the right, in the exercise of their sole discretion, to nullify the Settlement within 15 calendar days after expiration of the Response Deadline, if more than 5% of Class Members choose to validly and timely request to opt out of this Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Settlement Agreement; provided, however, that Defendant will remain responsible for paying all Settlement Administration Costs incurred to that point.

21. No Admissions.

The Parties understand and agree that this Settlement Agreement is the result of a good faith compromise settlement of disputed claims, and no part of this Settlement Agreement or any conduct or written or oral statements made in connection with this Settlement and this Settlement Agreement, whether or not the Settlement is finally approved and/or consummated, may be offered as or construed to be an admission or concession of any kind by Defendant, or any of the Class Members, Released Parties, or Plaintiffs. This Settlement and this Settlement Agreement shall not constitute an admission on behalf of Defendant of any form of liability or the accuracy of any allegation made by Plaintiffs or Class Counsel.

22. Waiver of Right to Appeal.

Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees and Costs Award reflected set

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

23. No Solicitation

The Parties agree that they and their respective counsel and employees will not solicit any Class Members to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

24. Amended Judgment.

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

25. Appellate Court Orders

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

26. Avoidance of Undue Publicity.

The Parties agree that this Settlement will remain confidential through the settlement approval process. This means that the Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount, or terms of the settlement. If counsel for any party receives an inquiry about the Settlement from the media, counsel may respond only after the motion for preliminary approval has been filed and only by confirming the accurate terms of the Settlement. Class Counsel agrees not to identify Defendant in any way in any website, blog, article, or social media. Nothing in this provision shall prevent Defendant from making any required disclosure or Class Counsel

from referencing the Settlement in adequacy filings. Neither Plaintiffs nor Class Counsel will publicize the Settlement in any way, except that nothing in this Settlement Agreement shall preclude Class Counsel from communicating with members of the Settlement Class about the Agreement or in submitting filings with the Court in furtherance of obtaining approval of the Settlement. Nor shall anything herein restrict Class Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience or otherwise allowing the Judgment to become known to Class Members.

27. Extensions of Time.

Without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

28. Construction.

This Settlement Agreement was entered into after substantial good faith, arms-length negotiations between the Parties' counsel. This Settlement Agreement has been entered into without any coercion and under no duress. The Parties acknowledge and agree that all Parties had an equal hand in drafting this Settlement Agreement so that it shall not be deemed to have been prepared or drafted by one party or another.

29. Good Faith.

The Parties to this Settlement Agreement agree that it reflects their good faith compromise of the claims raised in the Action, or those that could have been raised in the Action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel. The Parties to this Settlement Agreement pledge their good faith and fair dealing in supporting the approval of this Settlement by the Court, are represented by competent counsel, and have had an opportunity to consult with counsel prior to execution of this Settlement Agreement.

30. Due Authority of Attorneys.

Each of the attorneys executing this Settlement Agreement on behalf of one or more Parties hereto warrants and represents that he or she has been duly authorized and empowered to execute this Settlement Agreement on behalf of each such respective Party and to bind them to the terms hereof.

31. Entire Agreement.

This Settlement Agreement (including all Exhibits hereto) sets forth the entire agreement of the Parties with respect to its subject matter and supersedes any and all other prior agreements and all negotiations leading up to the execution of this Settlement Agreement, whether oral or written, regarding the subjects covered herein. The Parties acknowledge that no representations, inducements, warranties, promises, or statements relating to the subjects covered herein, oral, or otherwise, have been made by any of the Parties which are not embodied or incorporated by reference herein.

32. Use and Return of Class Data

Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant make a written request to Class Counsel for the return, rather than the destructions, of Class Data.

33. Modification or Amendment.

This Settlement Agreement may not be modified or amended except in a writing signed by all signatories hereto or their successors in interest.

34. Successors.

This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and assigns, and upon any corporation, partnership, or other entity into or with which any Party hereto may merge, combine or consolidate.

35. Counterparts.

This Settlement Agreement may be executed in counterparts, by facsimile or electronically, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

36. Waivers.

The waiver by any Party of any breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

37. Governing Law.

This Settlement Agreement shall be governed by and construed, enforced, and administered in accordance with the internal laws of the State of California.

38. Headings.

The headings contained in this Settlement Agreement are for convenience and reference purposes only, and shall not be given weight in its construction.

39. Continuing Jurisdiction.

The Court in which the Parties will seek approval of the Settlement shall retain continuing jurisdiction over the Action to ensure the continuing implementation and enforcement of the provisions of this Settlement Agreement under applicable law, including, but not limited to, California Code of Civil Procedure section 664.6.

40. Stay of Litigation

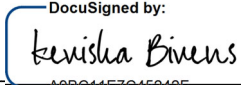
The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

41. Notices.

Any notices, requests, demands, or other communications required or permitted to be given pursuant to this Settlement Agreement, other than notice to the Class or Class Members, shall be in writing and mailed or emailed as follows: (1) to Class Representatives, the Class, and Class Counsel to the attention of Arrash T. Fattahi & Arman A. Salehi, Wilshire Law Firm, PLC, 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010, arrash.fattahi@wilshirelawfirm.com & arman.salehi@wilshirelawfirm.com; (2) to Defendant and counsel for Defendant, to the attention of Pamela Vartabedian, Seyfarth Shaw LLP, 560 Mission Street, Suite 3100, San Francisco, California 94105, pvartabedian@seyfarth.com, msigall@seyfarth.com or any alternative address provided.

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:

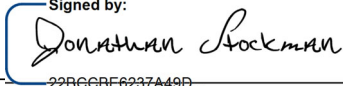
Dated: 3/4/2025

By: 
Kevisha Mariah Bivens
On behalf of herself, as Plaintiff, the Class, and the
Aggrieved Employees

Dated: 3/7/2025

By: 
Mikeala Kiara Barnes
On behalf of herself, as Plaintiff, the Class, and the
Aggrieved Employees

Dated: 3/7/2025

By: 
Jonathan Anthony Stockman
On behalf of himself, as Plaintiff, the Class, and the
Aggrieved Employees

Dated: 3/6/2025

Signed by:
Patrick Rocks
By: Patrick Rocks
For Right At School, LLC

APPROVED AS TO FORM:

Dated: 3/7/2025

By: 
Arrash T. Fattahi
Arman A. Salehi
Counsel for Plaintiffs

Dated: 03/06/2025

By: 
Pamela Vartabedian
Michael A. Sigall
Counsel for Defendant

NOTICE OF SETTLEMENT OF CLASS ACTION AND FINAL APPROVAL HEARING

Notice

Plaintiffs’ 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.

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

- (1) Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment.
- (2) Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will preserve your right to personally pursue Class Period wage claims against Defendant to the extent otherwise permitted by law, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You don’t have to do anything to participate in the Settlement.	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You can opt out of the class settlement but not the PAGA settlement. The Opt-Out Deadline is _____	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members can object to the Class Settlement. The Objection	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or

Deadline is _____.	Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You can participate in the Final Approval Hearing.	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You can challenge the calculation of your workweek / pay periods. Written challenges must be submitted by _____.	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are current and former employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, overtime, failing to authorize and permit rest periods or pay rest period premiums, failing to provide meal periods or pay meal period premiums, failing to pay sick pay, failing to pay split-shift premiums, failing to keep requisite payroll records, failing to timely paid wage during employment, failing to reimburse employees for reasonable expenses, failing to provide complete and accurate wage statements, waiting time penalties, failure to timely pay wages, and violations of California's Unfair Competition Law, Business & Professions Code section 17200. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Arrash T. Fattahi and Arman A. Salehi of Wilshire Law Firm, PLC ("Class Counsel").

Defendant expressly and specifically denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. However, it has concluded that any further defense of the Action would be protracted and expensive for all parties. It has therefore agreed to settle in the manner and upon the terms set forth in the settlement agreement to put to rest claims asserted in the Action.

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

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits.

In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator and negotiated extensively between Class Counsel and Defendant's counsel in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

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

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

- a. Defendant Will Pay \$2,800,000 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, the applicable employer-side payroll tax payments (including but not necessarily limited to FICA, FUTA, etc.), and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 30 days after the Effective Date of the Agreement as defined in the Settlement Agreement.
- b. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 1. Up to \$933,333.33 (one third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$35,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

2. Up to \$7,500 as Class Representative Awards for each of the Plaintiffs for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
3. Up to \$24,950.00 to the Administrator for services administering the Settlement.
4. Up to \$100,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

- c. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- d. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

- e. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the California Controller's Unclaimed Property Fund for instructions on how to retrieve your money.
- f. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement,

unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant to the extent otherwise permitted by law.

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

- g. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
- h. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
- i. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.
- j. The Participating Class Members will be bound by the following release:

Each Participating Class Member and each of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians will release the Released Parties from any and all claims, rights, demands, charges, complaints, causes of action, obligations, or liability of any and every kind or nature, contingent or accrued, and irrespective of theory of

recovery, that arose during the Class Period and which were or could have been brought based on the facts or claims alleged in any version of the complaints filed in the Action. The released claims means any and all claims arising during the Class Period that were pled or could have been pled based on the factual allegations in the Operative Complaint, including, but not limited to, any claims for failure to pay wages, including minimum wages and overtime and including but not limited to wages due based on alleged time rounding and/or off-the-clock work, failure to pay wages (including overtime wages) at the regular rate of pay, failure to provide meal periods, failure to authorize and permit rest periods, short/late meal and rest periods, failure to relieve employees of all duties during meal and/or rest periods, failure to pay for time worked off the clock during meal periods, failure to properly compensate meal or rest break premiums at the regular rate of pay, failure to furnish accurate wage statements, recordkeeping violations, failure to timely pay wages during employment, failure to reimburse for all necessary expenses, failure to timely pay wages at separation, as well as claims derivative and/or related to these claims, liquidated damages, failure to pay sick pay, failure to pay split shift premiums, failure to keep requisite payroll records, conversion of wages, claims under California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512(a), 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, claims under the applicable IWC Wage Order, and claims arising under Business and Professions Code section 17200 arising from the Labor Code violations released herein. Participating Class Members shall further waive their right to pursue individual lawsuits as to any of the claims released herein against the Released Parties to the extent such claims accrued during the Class Period. The “Released Parties” include Defendant Right At School, LLC, and each of its current and/or former subsidiaries, parents, affiliates, joint ventures, and predecessors, and all of its and their respective insurers, agents, executive-level employees, successors, assigns, officers, officials, directors, attorneys, personal representatives, executors, and shareholders, including their respective pension, profit sharing, savings, health, and other employee benefits plans of any nature, the successors of such plans, and those plans’ respective current or former trustees and administrators, agents, employees, and fiduciaries.

- k. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases is as follows:

As to claims for civil or statutory penalties for violation of PAGA, the State of California, all Aggrieved Employees including Plaintiffs shall release the Released Parties for all claims for penalties under PAGA during the PAGA Period

that were or could have been alleged in the Action based on the facts or claims alleged in any version of the Complaint and/or the LWDA Letters irrespective of the underlying theory of recovery supporting the claim for PAGA penalties. The release of claims shall include a Civil Code Section 1542 release as to the released claims only.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- a. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
- c. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Bivens, et al. v. Right At School, LLC*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes).

The Administrator must be sent your request to be excluded by _____, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, the amount Class Counsel is requesting for attorneys' fees and litigation expenses, and the amount Plaintiffs are requesting as Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website (url) or the Court's website (url).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Bivens, et al. v. Right At School, LLC* and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department 12 of the Los Angeles Superior Court, located at 312 North Spring Street, Los

Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) 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. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____'s website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 23STCV31316. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

Arrash T. Fattahi
Arman A. Salehi
Wilshire Law Firm PLC
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010

Settlement Administrator:

...

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or

otherwise change your mailing address.

Exhibit 2

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: TBDv02.28.2025

Friday, February 28, 2025

Requesting Attorney:

Arrash Fattahi, Esq.
Wilshire Law Firm, PLC
arrash.fattahi@wilshirelawfirm.com
213.381.9988

ILYM Group Contact:

Lisa Mullins
ILYM Group, Inc.
lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: Class & PAGA

KEY ASSUMPTIONS	
Total Number of Class Members	5,500
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$650.00
Project Management:	\$4,090.00
Notification & Mailing:	\$8,675.00
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$10,295.00
Case Conclusion:	\$1,240.00

Estimated ILYM Fees & Expenses: \$24,950.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: TBDv02.28.2025

Friday, February 28, 2025

Requesting Attorney's Name: Arrash Fattahi, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$650.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	6	\$720.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	2	\$140.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	2	\$140.00
Report Processing	Hourly	\$70.00	2	\$140.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$1,000.00	1	\$1,000.00
Toll Free Customer Service Representative	Flat Fee	\$1,200.00	1	\$1,200.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$4,090.00

NOTIFICATION & MAILING				
Fulfillment of Notice, English only	Per Piece	\$0.80	5,500	\$4,400.00
USPS First Class Postage	Per Piece	\$0.65	5,500	\$3,575.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$1.00	495	\$495.00
Storage, Photocopies, Deliveries	Flat Fee	\$205.00	1	\$205.00

Subtotal \$8,675.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: TBDv02.28.2025

Friday, February 28, 2025

Requesting Attorney's Name: Arrash Fattahi, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	4	\$600.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	4	\$500.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$0.60	5,500	\$3,300.00
USPS First Class Postage	Per Piece	\$0.65	5,500	\$3,575.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$0.80	275	\$220.00
Preparation of Taxes	Hourly	\$120.00	5	\$600.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$10,295.00

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Process Unclaimed Funds to the State	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$125.00	2	\$250.00

Subtotal \$1,240.00

Estimated ILYM Fees & Expenses: \$24,950.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM 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, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

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).

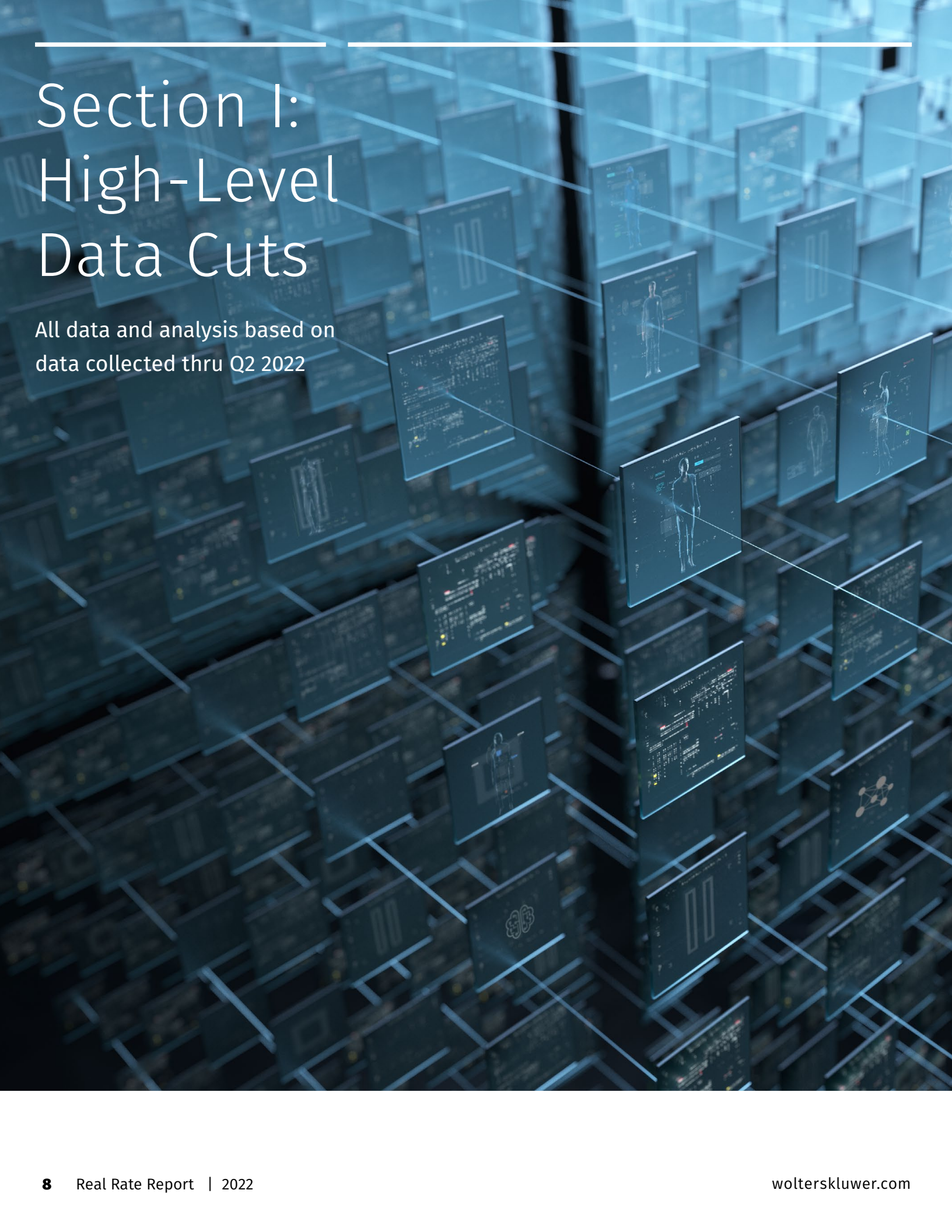
Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural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

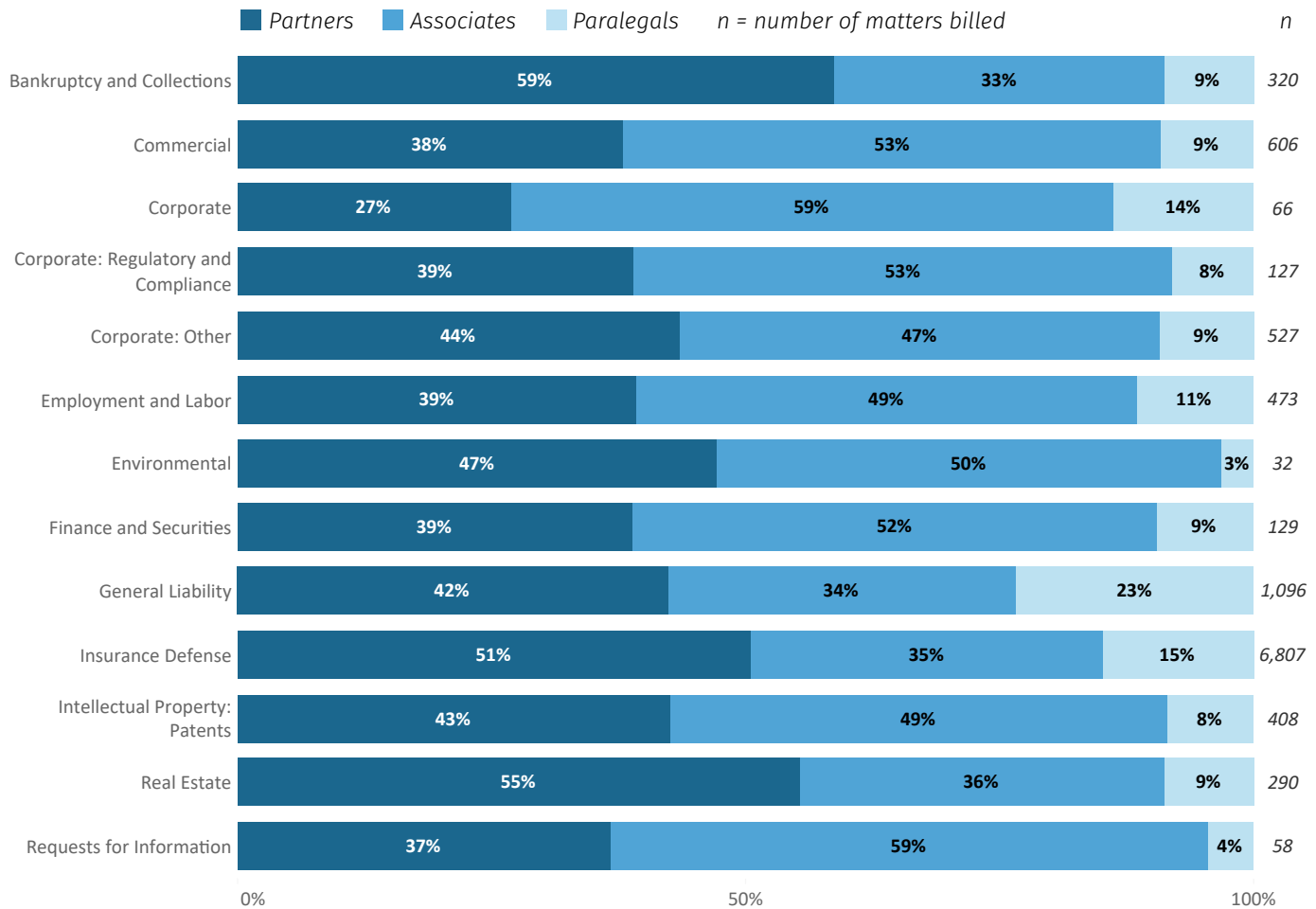
Section VI: Matter Staffing Analysis

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.

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Documents

[Trustee's Objection](#)

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

On **March 10, 2025**, I served the foregoing **DECLARATION OF ARRASH T. FATTAHI IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Michael Sigall (SBN 305849)
msigall@seyfarth.com
SEYFARTH SHAW LLP
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 Los Angeles, California 90067
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 Facsimile: (310) 201-5219

Attorneys for Defendant

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.
- (X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service address listed above via third-party service **CASEANYWHERE**.

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

Executed this **March 10, 2025** at Los Angeles, California.

Ashley Narinyans
Type or Print Name

a. 
Signature