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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

JEFFERSON RODRIGUEZ, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act,

Plaintiff,

v.

STATEWIDE TRAFFIC SAFETY AND SIGNS, INC., a Delaware corporation now doing business as AWP SAFETY; TRAFFIC SOLUTIONS CORPORATION; DOES 1 through 50, inclusive,

Defendants.

Case No. 23CV428021

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Theodore C. Zayner, Dept. 19]

Complaint filed: December 22, 2023
FAC filed: June 23, 2025
Trial date: Not set

DECLARATION OF ALAN WILCOX IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

[*Filed concurrently with*: Plaintiffs' Notice of Motion and Motion for Final Approval of Class Action Settlement; Memorandum of Points and Authorities]

FINAL APPROVAL HEARING
Date: April 8, 2026
Time: 1:30 p.m.
Dept.: 19

I, Alan Wilcox, declare as follows:

1. I am admitted and in good standing to practice as an attorney in the State of California and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Senior Attorney at Wilshire Law Firm, PLC ("WLF"), counsel of record for plaintiffs Jefferson Rodriguez, Danielle Andrea Perez, and Jessie Knight (each a "Plaintiff" or "Class Representative", collectively, the "Plaintiffs" or "Class Representatives"). I, along Conor Gomez of WLF, have reviewed the case files for this matter as routinely kept by WLF in the course of litigation and conferred with my colleagues, Benjamin H. Haber and Daniel Kramer of WLF, who litigated this matter with co-counsel F. Shawn Azizollahi, Tuvia Korobkin, Gary S. Brotman, and Nancy Goodes of Marquee Law Group, A.P.C. (collectively and inclusively "Class Counsel"). Based upon the information available to Class Counsel through WLF's record-keeping processes, I am competent to make this declaration (this "Declaration"). This Declaration is submitted concurrently with and in support of Plaintiffs' Motion for Final Approval of Class Action Settlement (the "Motion").

<u>CASE BACKGROUND</u>

2. This is a wage and hour class and Private Attorneys General Act ("PAGA") (Lab. Code §§ 2699, *et seq.*) representative action made up of the following matters: *Jefferson Rodriguez, et al v. Statewide Traffic Safety and Signs, Inc.*, *et al*, Santa Clara County Superior Court Case No. 23CV428021; *Danielle Andrea Perez v. Statewide Traffic Safety Signs, Inc.*, *et al*, U.S. District Court for the Central District of California, Case No. 8:24-cv-01042-JWH-KES (originally filed in Orange County Superior Court, Case No. 30-2024-01382264- CU-OE-CXC); and *Danielle Andrea Perez v. Statewide Traffic Safety Signs, Inc.*, *et al*, Orange County Superior Court Case No. 30-2022-01416760-CU-OE-CXC (collectively, the "Action"). Plaintiffs and the putative class members worked in California as hourly-paid or non-exempt employees (each a "Class Member", collectively the "Class Members" or the "Class") for Defendants Statewide Traffic Safety and Signs, Inc. and Traffic Solutions Corporation (each a "Defendant", collectively, "Defendants") during the period from December 22, 2019 through January 11, 2025 (the "Class Period"). I am informed and on the basis thereof believe Defendants advertise themselves as "North America's

leading traffic control company" and operate to guide traffic safety around work zones, and that Defendants operate at least 12 locations throughout California.

3. On December 22, 2023, Plaintiff Rodriguez filed a class and representative action in Santa Clara Superior Court. On February 28, 2024, Plaintiff Perez filed a putative wage and hour class action in Orange County Superior Court, case number 30-2024-01382264-CU-OE-CXC, on behalf of herself and the Class against Defendants for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8) violation of California's Unfair Competition Law, California Business and Professions Code §§17200, *et seq.* On May 13, 2024, Defendants removed that matter to the Central District of California where it is currently pending, case number 8:24-cv- 01042-JWH-KES (the "*Perez* Federal Action").

4. On March 27, 2024, Plaintiff Perez, through Class Counsel, submitted a PAGA notice letter to Defendants and the LWDA. On August 1, 2024, Plaintiff Perez filed a separate representative PAGA action which is currently pending in Orange County Superior Court, case number 30-2024-01416760-CU-OE-CXC ("*Perez* PAGA Action").

5. Class Counsel subsequently submitted an amended PAGA notice to the LWDA, which added the day-of-rest claim and also added Plaintiff Knight. Pursuant to the Parties' stipulation and the Court's order thereon, Plaintiffs' operative First Amended Complaint was filed on June 23, 2025, which added Plaintiff Perez and Plaintiff Knight, as well as all their causes of action.

DISCOVERY, INVESTIGATION, AND SETTLEMENT

6. The Parties exchanged documents and information in advance of mediating this action. Defendants produced a sample of timekeeping and pay records for the Class Members. Defendants also provided documents reflecting their wage and hour policies and practices during the Class Period and information regarding the total number of current and former employees, as well as other relevant information, in informal discovery.

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

SETTLEMENT NEGOTIATIONS

8. On November 12, 2024, the Parties participated in private mediation with experienced class action mediator, Steve Cerveris, Esq. The mediation was conducted via Zoom. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial.

9. Although the mediation did not end in a resolution on November 12, 2024, the Parties eventually reached a settlement for $3,250,000.00 (the "Gross Settlement Amount") and memorialized the agreement in the Class and PAGA Representative Action Settlement and Release Agreement (the "Settlement" or "Settlement Agreement"). Attached as **Exhibit 1** is a true and correct copy of the Settlement Agreement, which was fully executed in July 2025.

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

11. Following the execution of the Settlement Agreement, the Court granted Plaintiffs' Motion for Preliminary Approval of Class Action Settlement on September 5, 2025. The deadline for Class Members to opt out or object to the Settlement was December 15, 2025. (This was extended to February 23, 2026 for those additional Class Members who were sent notices pursuant to the Court's January 20, 2026 order.) The reaction of the Class to the Settlement has been overwhelmingly positive. Indeed, as of the filing of the Motion, only one Class Member, Charles

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Rios, has opted out of the Settlement and no Class Member has objected to the Settlement.

12. While Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to each cause of action. Plaintiffs also recognize that proving the amount of wages due to each Class Member would be an expensive, time-consuming, and uncertain proposition. Furthermore, even if Plaintiffs obtained certification of all or some of the claims, continued litigation of the Action would be expensive, involving a trial and possible appeals, and would substantially delay and reduce any recovery by the Class.

13. The proposed Settlement Agreement was provided to the LWDA on or about July 10, 2026. Attached as **<u>Exhibit 2</u>** is a true and correct copy of proof of Plaintiffs' submission of the Settlement Agreement to the LWDA.

<u>ENHANCEMENT AWARDS FOR PLAINTIFFS ARE REASONABLE</u>

14. Class Counsel represents that Plaintiffs devoted a great deal of time and work assisting counsel in the case, communicated with counsel very frequently for litigation and to prepare for mediation, and were frequently in contact with Class Counsel during the mediation. Plaintiffs' requested enhancement awards of an amount up to $10,000.00 each (up to $30,000.00 total) (the "Class Representative Service Award(s)") are reasonable particularly in light of the substantial benefits Plaintiffs generated for all Class Members.

15. Throughout the Action, Plaintiffs provided valuable information regarding the "off-the-clock," meal period, rest period, day of rest, and reimbursement claims. Plaintiffs also informed Class Counsel of developments and information relevant to the Action, participated in decisions concerning the Action, made themselves available to answer questions during the mediation, and provided Class Counsel with the names and contact information of potential witnesses. The information and documentation provided by Plaintiffs was instrumental in establishing the alleged wage and hour violations alleged in the Action, and the recovery provided for in the Settlement Agreement would have been impossible to obtain without Plaintiffs' participation.

16. At the same time, Plaintiffs faced many risks in adding themselves as the Class Representatives. Plaintiffs faced actual risks with their future employment, as putting themselves on public record in an employment lawsuit could also very well affect their likelihood for future

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employment. Furthermore, as part of this Settlement, Plaintiffs are executing a general release of all claims against Defendants.

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

18. In the final analysis, the Action would not have been possible without the aid of Plaintiffs, who put their own time and effort into the Action, sacrificed the value of their own individual claims, and placed themselves at risk for the sake of the Class Members. The requested Class Representative Service Award for Plaintiffs for their service as the Class Representatives and for their general release of all individual claims is a relatively small amount of money when the time and effort put into the Action are considered and in comparison to service awards granted to class representatives in other class actions. The requested Class Representative Service Awards are therefore reasonable to compensate Plaintiffs for their active participation in this lawsuit. Indeed, in *Karl Adams, III, et al. v. MarketStar Corporation, et al.*, No. 2:14-cv-02509-TLN-DB, a wage and hour class action, a former partner at Wilshire Law Firm was co-lead class counsel and helped negotiate a $2.5 million class action settlement for 339 class members, and the court approved a $25,000.00 class representative service award for each named plaintiff.

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

19. The Settlement provides for attorneys' fees to Class Counsel in an amount up to one-third of the Gross Settlement Amount, for a maximum fees award of $1,083,333.33 (the "Attorneys' Fees"), plus reasonable litigation expenses of up to $50,000.00 (the "Attorneys' Costs").

20. The total current lodestar for WLF is not less than the following:

Person	Role	Hours	Rate	Lodestar
Benjamin H. Haber	Partner	121.4	$925	$112,295

Daniel J. Kramer	Senior Attorney	72.6	$825	$59,895
Alan Wilcox	Senior Attorney	12.2	$950	$11,590
Conor Gomez	Settlement Attorney	22.8	$575	$13,110
Coley Hayes	Paralegal	6.2	$200	$1,240
Rebecca Padilla	Paralegal	26	$200	$5,200
Justin Marquez[1] (former)	Senior Partner	25	$1500	$37,500
Total:		281.2		$240,830

21. WLF has spent at least 281 hours, for a lodestar of $240,830.00 litigating this Action to bring it to resolution, not including the estimated 20-30 hours which will be expended monitoring the administration of the Settlement and distribution of funds to the Class Members. Together with the $217,374.50 lodestar expended by our co-counsel at Marquee Law Group, Class Counsel's total lodestar is approximately $458,204.50. Efforts expended by Class Counsel to achieve this result include, but are not limited to, the following:

a. the investigation of the matter, including meeting with Plaintiffs, reviewing Defendants' policies, and requesting and reviewing Plaintiffs' time and pay records, personnel files, and exploring the corporate structure of Defendants;

b. filing multiple actions against Defendants, including the *Perez* PAGA Action and *Perez* Federal Action

c. attending hearings and meeting and conferring with Defendants regarding the Action;

d. meeting and conferring with Defendants regarding mediation, exchange of informal discovery beforehand, and negotiating with opposing counsel regarding the parameters thereof;

[1] As described below, Justin F. Marquez is no longer with Wilshire Law Firm as of December 2024. Our office has conservatively estimated at least 25 hours of work performed by Mr. Marquez on this matter, which is corroborated by Benjamin Haber and Daniel Kramer. This work includes performing preliminary investigation of the company, reviewing the complaints and initiating documents, engaging in internal meetings and discussions regarding case strategy, reviewing the mediation brief, and attending the mediation.

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e. selecting a mediator and mediation date;

f. working with opposing counsel and an expert consultant for the receipt of a representative sampling and analyzing the same with the aid of expert consultant and Plaintiffs to perform analyses of liability and exposure prior to attendance of the mediation;

g. reviewing policy documents from Defendants and researching applicable defenses;

h. preparation of a mediation brief and damages model for use at mediation;

i. attendance and participation at mediation;

j. preparation of a supplemental mediation brief with additional case law and arguments following the mediation;

k. communicating with Plaintiffs who requested updates or other information regarding the Action;

l. engaging in settlement negotiations, followed by finalizing and fully executing the Settlement Agreement;

m. preparing and assisting in the drafting of the Motion for Preliminary Approval of Class Action Settlement and supporting documents.

n. communicating with Class Members who sought additional information regarding the Settlement, including answering questions regarding the Settlement;

o. communicating with the Settlement Administrator to ensure the Class Notice was properly distributed and engaging in extensive follow-up communications with the Settlement Administrator regarding Class Members who sought additional information about the Settlement; and

p. preparing the instant Motion and supporting documents.

22. There are additional hours devoted by Class Counsel to this litigation that are not reflected in Class Counsel's request for Attorneys' Fees.

23. I am informed and believe that the Attorneys' Fees and Attorneys' Costs provisions are reasonable. Class Counsel invested significant time and resources into the Action, with payment deferred to the end of the Action, and then, of course, contingent on the outcome.

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24. Class Counsel also bears the risk of taking whatever actions are necessary if Defendants fail to pay.

25. The risk to Class Counsel has been very significant, particularly if we would not be successful in pursuing this Action. In that case, we would have been left with no compensation for all the time taken in litigating the Action. The contingent risk in these types of cases is very real and they do occur regularly. Furthermore, we were precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

26. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, WLF represents virtually all of its employment law clients on a 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 WLF 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.

27. As of the date of filing this Motion, WLF has incurred around $22,228.01 in costs and Marquee Law Group, A.P.C. has incurred around $2,207.08. Accordingly, Class Counsel respectfully requests Attorneys' Costs of $24,435.09. Attached as **Exhibit 3** is a list of the costs and the categories of costs for the costs incurred in this case to date by WLF.

28. The reasonableness of WLF'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

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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 4**.

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 5**.

CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

29. WLF 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 more than 100 attorneys and over 600 employees. WLF is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California.

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

31. I am a Senior Attorney at WLF. I graduated from the University of California, Berkeley in 2007, and I graduated from Pepperdine University's School of Law and became a member of the California State Bar in 2012. Throughout my career, I have represented clients in both state and federal Courts in a wide variety of matters, including contract disputes, wrongful foreclosure, unlawful detainer, divorce, product defect, tort, and employment matters. From 2014 to the present, I have exclusively practiced complex civil litigation representing plaintiff employees in employment matters. I have handled both individual wrongful discharge and collective wage and hour actions, with the class action and PAGA matters including *Flores v. Aqua Terra Culinary, Inc*., Monterey Superior Court Case No. 17CV002672, *Garcia v. Construction Innovations Group, LLC*, Sacramento Superior Court Case No. 34-2020-00285239, *Kim v.*

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Sheraton Operating Corp., Central District of California Case No. 2:17-cv-09247-FMO-E, *Pease v. Wattrans, Inc.*, San Bernardino Superior Court Case No. CIVDS1919832, and *Lachman v. Berlitz Languages, Inc*., Los Angeles Superior Court Case No. 19STCV01533, among others.

32. Benjamin H. Haber is a Partner at WLF. He graduated from the University of California, Los Angeles, in 2012 and received his Juris Doctor from the University of California, Hastings College of the Law (now the University of California College of Law, San Francisco) in 2016. During law school, he was a member of the executive board for the *Hastings Law Journal;* a student mediator at the San Francisco Superior Court, Small Claims Division; and a managing editor for *SCOCAblog,* which continues to be a leading online publication for analysis regarding trends and cases before the California Supreme Court. Since graduating from law school, he has focused his legal work primarily on wage-and-hour litigation and has helped obtain more than one hundred class settlements on behalf of tens of thousands of workers in California. He was also selected as a "Southern California Rising Star" in 2024, 2025, and 2026. He has been appointed as class counsel in numerous wage-and-hour cases throughout California. Below is a non-exhaustive list of cases where he was appointed as class counsel:

a. *Colter v. Propulsion Controls Engineering*, San Diego County, Case No. 37-2020-00030682-CU-OE-CTL; Motion for Final Approval granted on October 28, 2022.

b. *Rodriguez v. Modesto Restaurant Group, LLC*, Stanislaus County, Case No. CV-21-000269; Motion for Final Approval granted on January 10, 2023.

c. *Kingsbury v. Caravan Foods II, Inc.*, Alameda County, Case No. RG21096357; Motion for Final Approval granted on January 31, 2023.

d. *Frias-Estrada v. Trek Retail Corporation*, Contra Costa County, Case No. MSC20-01916; Motion for Final Approval granted on March 3, 2023.

e. *Varez v. Valley Connection, LLC dba Carl's Jr.*, Merced County, Case No. 22CV-00985; Motion for Final Approval granted on April 27, 2023.

f. *Reyes v. Everytable, PBC, et al.*, Los Angeles County, Case No. 21STCV35987; Motion for Final Approval granted on May 3, 2023.

g. *Ortiz v. Tara Materials, Inc.*, San Diego County, Case No. 37-2021-0001473-CU-OE-CTL; Motion for Final Approval granted on May 30, 2023.

h. *Cruz-Sanchez v. Eagle Lath & Plaster, Inc.*, Sacramento County, Case No. 34-2021-00293739-CU-OE-GDS; Motion for Final Approval granted on May 30, 2023.

i. *Garduno v. New Generation Framing, Inc., et al.*, Stanislaus County, Case No. CV-21-000544; Motion for Final Approval granted on August 11, 2023.

j. *Hernandez, et al. v. Burford Farming Company, Inc.*, Fresno County, Case No. 21CECG03817; Motion for Final Approval granted on August 21, 2023.

k. *Barajas v. Final Phase Construction, Inc.*, San Bernardino County, Case No. CIVSB2118622; Motion for Final Approval granted on September 13, 2023.

l. *Jaimes, et al. v. Infiniti Health LLC*, Los Angeles County, Case No. 22STCV07261; Motion for Final Approval granted on October 17, 2023.

m. *Nunez v. Gabriel Container*, Los Angeles County, Case No. 21STCV09787; Motion for Final Approval granted on November 2, 2023.

n. *Gutierrez v. Next Level Door & Millwork, Inc.*, Riverside County, Case No. CVRI2105455; Motion for Final Approval granted on January 11, 2024.

o. *Lupercio v. Western CNC, Inc.*, San Diego County, Case No. 37-2021-00010314-CU-OE-CTL; Motion for Final Approval granted on January 26, 2024.

p. *Jackson, et al. v. Apple Valley Communications, Inc.*, *et al.*, San Bernardino County, Case No. CIVSB2124721; Motion for Final Approval granted on February 1, 2024.

q. *Cuadras, et al. v. Guinn Corporation*, Kern County, Case No. BCV-21-101520; Motion for Final Approval granted on February 22, 2024.

r. *Canton, et al v. John B. Sanfilippo & Sons, Inc.*, Merced County, Case No. 22-CV-01145; Motion for Final Approval granted on March 15, 2024.

s. *Williams v. Total Longterm Care, Inc., et al.*, San Bernardino County, Case No.

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CIVSB2213347; Motion for Final Approval granted on April 2, 2024.

t. *Espinoza v. Delallo's Italian Foods, Inc.*, Butte County, Case No. 21CV02640; Motion for Final Approval granted on April 24, 2024.

u. *Meza v. Argus Management Company, LLC*, *et al.*, Los Angeles County, Case No. 21STCV31612; Motion for Final Approval granted on May 20, 2024.

v. *Wade v. Mallory Safety and Supply LLC*, Siskiyou County, Case No. 23CV00951; Motion for Final Approval granted on July 11, 2024.

w. *Abarca-Rueda, et al. v. Foley Family Wines, Inc., et al.*, Sonoma County, Case No. S-CV-268148; Motion for Final Approval granted on August 21, 2024.

x. *Aguilar v. American Pasteurization Company, Inc., et al.*, Sacramento County, Case No. 34-2021-00312027-CU-OE-GDS; Motion for Final Approval granted on September 3, 2024.

y. *Hayes, et al. v. Gonzales Park, LLC, et al.*, Butte County, Case No. 21CV02456; Motion for Final Approval granted on May 1, 2024.

z. *Arias v. The Shyft Group GTB, LLC, et al.,* Los Angeles County, Case No.22STCV37390; Motion for Final Approval granted on December 3, 2024.

aa. *Hernandez v. KW California, et al.*, Kern County, Case No. BCV-23-100346; Motion for Final Approval Granted on December 4, 2024.

bb. *Barajas Maya v. United Facilities Group, Inc., et al.*, Santa Clara County, Case No. 22CV397353; Motion for Final Approval granted on November 22, 2024.

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

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action litigation. He has more than six years of work experience litigating wage and hour class actions. He has also been appointed as class counsel in the following cases, *inter alia*:

a. *Hayes, et al. v. Gonzales Park, LLC, et al.*, Butte County, Case No. 21CV02456; Motion for Final Approval granted on May 1, 2024.

b. *Hernandez v. KW California, et al.*, Kern County, Case No. BCV-23-100346; Motion for Final Approval Granted on December 4, 2024.

c. *Petrossian v. The Testing Company LLC*, Los Angeles County, Case No. 22STCV34526; Motion for Final Approval granted on December 23, 2024.

34. Justin F. Marquez is a former Senior Partner at WLF who was actively involved in the litigation and resolution of this matter from its inception through December 2024. He graduated from 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*. He graduated from Notre Dame Law School with a Juris Doctorate. He was admitted to the State Bar of California in February 2019. His practice focused primarily on advocating for the rights of consumers and employees in class action litigation and appellate litigation. He 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; and in 2024, he, along with his colleagues at WLF, received a CLAY (California Lawyer Attorneys of the Year) award for their work on a false advertising case against Apple which ultimately led to a $25 million settlement. He also was selected to speak at multiple CELA conferences throughout his career – in 2019, he spoke on the topic of manageability of class actions at CELA's 2019 Advanced Wage & Hour Seminar, and in 2024, he spoke on the topic of dealings with multiple cases against the same defendant at CELA's 2024 Advanced Wage & Hour Seminar. He served as lead or co-lead in negotiating class action settlements worth over $10 million in gross recovery to Class Members for each year since 2020, including over $37.5 million in 2022 and over $75 million in 2023. His contingent hourly rate for this case while at Wilshire Law Firm, PLC was $1,500 per hour, which has been approved by numerous courts:

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a. On December 8, 2023, the Hon. Marcella O. McLaughlin of the San Diego County Superior Court approved his $1,500 hourly rate when she granted final approval of the class action settlement in *Payabyab v. Bridge Hospice, LLC,* Case No. 7-2021-00046218-CU-OE-CTL;

b. On January 11, 2024, the Hon. Laurel Beeler of the United States District Court, Northern District of California approved his $1,500 hourly rate when she granted final approval of the class action settlement in *Suarez v. Bank of America, N.A.* (N.D. Cal. Jan. 11, 2024), No. 18-cv-01202-LB, 2024 WL150721, *3 ("As for the lodestar cross-check, the billing rates are normal and customary for timekeepers with similar qualifications and experience in the relevant market.");

c. On January 11, 2024, the Hon. Harold Hopp of the Riverside County Superior Court approved his $1,500 hourly rate when he granted final approval of the class action settlement in *Gutierrez v. Next Level Door & Millwork, Inc.,* Case No. CVRI2105455;

d. On February 1, 2024, the Hon. Joseph T. Ortiz of the San Bernardino Court approved his $1,500 hourly rate when he granted final approval of the class action settlement in *Jackson, et al. v. Apple Valley Communications, Inc.*, et al., Case No. CIVSB2124721; and

e. On May 7, 2024, the Hon. Elaine Lu of the Los Angeles County Superior Court approved his $1,500 hourly rate when she granted final approval of the class action settlement in *Meza v. Argus Management Company, LLC, et al.,* Case No. 21STCV31612.

35. Conor J.D. Gomez is a fifth-year Settlement Attorney at WLF. Mr. Gomez is responsible for finalizing resolved class action and PAGA matters, ensuring that they are carried through the approval and distribution process in an efficient manner and in compliance with court orders. He graduated from the University of California, Los Angeles School of Law in May 2020. Mr. Gomez passed the California Bar Examination on his first attempt and was admitted to practice

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in May 2021. He is admitted to practice law in the State of California and before the Northern District of California. Mr. Gomez also serves as an adjunct professor at the Thomas Jefferson School of Law in San Diego, California, and he acts as a Bar Exam Preparation mentor to law students throughout San Diego. He graduated from the University of California, San Diego in 2017 with a Bachelor of Arts in Sociology, concentrating in Law & Society. During law school, Mr. Gomez obtained credentials in course design, teaching innovation and technology, and business administration from the University of California, Irvine. He was awarded the Masin Family Foundation Gold Award in recognition of his academic performance in law school. Mr. Gomez began his legal career representing both for-profit and non-profit/tax-exempt organizations. He draws on that experience to achieve strong results for his clients, having represented businesses and understanding their perspectives. He has practiced plaintiff-side employment litigation for several years and has a strong record of securing settlements in individual wage-and-hour and FEHA matters, with results regularly reaching the six-figure range. Throughout his career, Mr. Gomez has worked with multiple firms, taking on increasing responsibility and mentoring dozens of new attorneys in employment law fundamentals and litigation strategies to achieve efficient and favorable outcomes. He transitioned into his current role at WLF to capitalize on his strengths in settlement negotiations, workflow optimization, and drafting clear and concise agreements and motions, with the goal of achieving maximal results for larger classes of workers. Mr. Gomez has served on the board of directors for local arts organizations and regularly hosts workshops throughout Southern California. He has guest lectured at the University of California, Irvine on various legal topics. He is also a certified mediator and serves on the California Lawyers for the Arts mediation panel, where he volunteers his time to mediate a wide range of disputes, including artistic business and ownership matters as well as employment disputes. Mr. Gomez has been appointed as class counsel in wage-and-hour matters throughout California, including most recently in *Molina v. CCN Framing, Inc*., 22STCV10819; Motion for Preliminary Approval Granted on March 4, 2026, and *Lucero v. Nissho of California, Inc.*, Case No. 37-2021-00001528-CU-OE-CTL, consolidated with Case No. 37-2022-00012006-CU-OE-CTL; Motion for Final Approval granted on February 20, 2026.

36. Coley Hayes is a Paralegal at Wilshire Law Firm with seven years of experience working on wage and hour class action cases. She is a graduate of Austin Peay State University with a Bachelor of Science degree in Mathematics and a Master's degree in Curriculum and Instruction.

37. Rebecca Padilla is a Paralegal at Wilshire Law Firm with seven years of experience working at law firms, including over five years of experience working on class action cases. She is a graduate of the California State University, Northridge with a Bachelor of Science degree in Business Administration – Business Law.

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 16, 2026, in Santa Clara, California.

Alan Wilcox, Esq.

WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017

Exhibit 1

CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT AND RELEASE AGREEMENT

This Class and PAGA Representative Action Settlement and Release Agreement ("Agreement" or "Settlement") states the terms of the class action and Private Attorneys General Act ("PAGA") settlement of the Actions (defined below) reached by and between Plaintiffs Jefferson Rodriguez, Danielle Andrea Perez, and Jesse Knight ("Plaintiffs"), individually and on behalf of all members of the Settlement Class (defined below), on the one hand, and Defendants Statewide Traffic Safety and Signs, Inc. now doing business as AWP Safety ("Statewide") and Traffic Solutions Corporation ("TSC", collectively with Statewide referred to herein as "Defendants")) on the other hand, and is contingent upon approval by the Court. Once approved by the Court, the Settlement shall be binding under the terms stated herein on Plaintiffs, Defendants, and the Settlement Class.

Plaintiffs filed three class and representative actions against Defendants, as follows:

- *Jefferson Rodriguez, et al v. Statewide Traffic Safety and Signs, Inc., et al*, Santa Clara County Superior Court Case No. 23CV428021
- *Danielle Andrea Perez v. Statewide Traffic Safety Signs, Inc., et al*, U.S. District Court for the Central District of California, Case No. 8:24-cv-01042-JWH-KES (originally filed in Orange County Superior Court, Case No. 30-2024-01382264-CU-OE-CXC)
- *Danielle Andrea Perez v. Statewide Traffic Safety Signs, Inc., et al*, Orange County Superior Court Case No. 30-2022-01416760-CU-OE-CXC

These actions will be collectively referred to as the "Actions" or the "Litigation."

The Actions allege class and representative claims against Defendants for: (i) failure to timely pay earned wages; (ii) failure to pay minimum and straight time wages; (iii) failure to pay overtime wages; (iv) failure to provide meal periods; (v) failure to authorize and permit rest periods; (vi) failure to timely pay final wages; (vii) failure to provide accurate itemized wage statements; (viii) failure to indemnify employee business expenses; (ix) unfair competition; and (x) civil penalties under the Labor Code Private Attorneys General Act ("PAGA"), Labor Code § 2698 *et seq.*

Given the uncertainty of litigation, the Parties wish to settle Plaintiffs' claims on a classwide and representative basis in accordance with the terms herein below.

DEFINITIONS

The following definitions are applicable to this Settlement, in addition to other terms defined elsewhere in this Settlement.

1. "Attorneys' Costs" means reasonable attorneys' costs approved by the Court for Class Counsel's litigation and resolution of the Actions incurred and to be incurred by Class Counsel in the Actions up to, but not to exceed, Fifty Thousand Dollars ($50,000.00). Attorneys' Costs shall be paid to Class Counsel. The Attorneys' Costs shall only be paid from the Gross Settlement Amount.

2. "Attorneys' Fees" means the attorneys' fees agreed upon by the Parties herein and approved by the Court for Class Counsel's litigation and resolution of the Action up to, but not to exceed, one-third (1/3) of the Gross Settlement Amount, estimated to be One Million Eighty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($1,083,333.33). Attorneys' Fees shall only be paid to Class Counsel from the Gross Settlement Amount.

3. “Class” and “Settlement Class” for purposes of this Settlement shall be defined as: All current and former non-exempt hourly employees employed by Defendants in California at any time during the Class Period.

4. “Class Counsel” shall mean F. Shawn Azizollahi, Tuvia Korobkin, Poya Ghasri, Gary S. Brotman, and Nancy Goodes of Marquee Law Group APC and Benjamin H. Haber and Daniel J. Kramer of Wilshire Law Firm, PLC.

5. “Class Period” shall mean the time period from December 22, 2019 through January 11, 2025.

6. “Class Representative Service Award” shall mean an award up to, but not to exceed, Ten Thousand Dollars ($10,000.00) each to Plaintiffs Jefferson Rodriguez, Danielle Andrea Perez, and Jesse Knight (for a total of up to $30,000.00) in recognition of their efforts and work in prosecuting the Action on behalf of Class Members and PAGA Members, risks undertaken for the payment of costs in the event of loss, and the giving of a general release of all claims. The Class Representative Service Awards shall be paid from the Gross Settlement Amount.

7. “The Court” shall mean the Santa Clara County Superior Court, Hon. Theodore C. Zayner, or such other Santa Clara County Superior Court Judge as may be assigned to hear this matter.

8. “Defendants” shall mean Statewide Traffic Safety and Signs, Inc., now doing business as AWP Safety, and Traffic Solutions Corporation.

9. “Defense Counsel” shall mean Annureet K. Bezwada, and Aaron M. Bausch of Littler Mendelson, P.C.

10. “Effective Date” shall be sixty-five (65) calendar days from the date of service of a Notice of entry of an Order Granting Final Approval of the Settlement and Entering Judgment described below. However, if an appeal is filed within sixty (60) days of service of Notice of an Order Granting Final Approval of the Settlement and Entering Judgment, then the Effective Date shall be the latest of: (i) the date of final affirmance of the Order Granting Final Approval and Entering Judgment; (ii) the date of final dismissal of any appeal from the Order Granting Final Approval of the Settlement and Entering Judgment or the final dismissal of any proceeding to review the Order Granting Final Approval and Entering Judgment that has the effect of confirming the Order Granting Final Approval and Entering Judgment with no avenue for additional appeal or review available.

11. “Employer Taxes” means Defendants’ share of employer-side payroll taxes to be paid on that portion of the Class Member’s Individual Settlement Payment characterized as wages, i.e. FICA, FUTA, payroll taxes, and/or any similar tax or charge. The Employer Taxes will be paid outside of and in addition to the Gross Settlement Amount.

12. “Gross Settlement Amount” (or “GSA”) shall mean the maximum non-reversionary amount of Three Million Two Hundred Fifty Thousand Dollars and Zero Cents ($3,250,000.00) (subject to the Escalator Clause below) payable by Defendants as provided for by this Agreement. Employer Taxes are excluded from the GSA and shall be paid separately therefrom, as specified in this Agreement.

13. “Individual Settlement Payment” means the amount each Settlement Class member shall be entitled to receive pursuant to the Settlement. This payment will include compensation pursuant to the terms of this Agreement for all Workweeks worked during the Class Period by Participating Class Members and the number of Pay Periods worked during the PAGA Period by PAGA Member(s). Class Members who opt-out of the non-PAGA portion of the Settlement shall only receive payment based on their pro rata number of Pay Periods worked during the PAGA Period, if any.

14. "LWDA Payment" means the seventy-five percent (75%) portion of the PAGA Penalties to be paid to the California Labor and Workforce Development Agency ("LWDA") pursuant to the PAGA.

15. "Net Settlement Amount" shall mean the Gross Settlement Amount less (a) the Class Representative Service Awards, (b) Settlement Administration Costs, (c) Attorneys' Fees, (d) Attorneys' Costs, and (e) the PAGA Penalties.

16. "Notice Packet" shall mean the Notice of Proposed Class Action Settlement substantially in the form attached as **Exhibit A**.

17. "PAGA" shall mean the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq*.

18. "PAGA Member(s)" means those Settlement Class members who worked for Defendants in California at any time during the PAGA Period.

19. "PAGA Members Payment" means the twenty-five percent (25%) portion of the PAGA Penalties to be paid to PAGA Members pursuant to the PAGA.

20. "PAGA Pay Period(s)" means any pay period in which a PAGA Member worked at least one day in that pay period for Defendants in California as a non-exempt hourly employee, during the PAGA Period.

21. "PAGA Penalties" means civil penalties under the PAGA agreed upon by the Parties and approved by the Court. The Parties have agreed to allocate Two Hundred Fifty Thousand Dollars ($250,000.00) of the Gross Settlement Amount as PAGA Penalties, seventy-five percent (75%) of which will be paid to the California Labor and Workforce Development Agency ("LWDA Payment"), and the remaining twenty-five percent (25%) ("PAGA Members Payment") shall be distributed proportionately to PAGA Members as described below.

22. "PAGA Period" shall mean the time period from October 10, 2022, through the end of the Class Period.

23. "Participating Class Member(s)" means any Class Member who does not return a valid and timely request to be excluded from the non-PAGA portion of the Settlement. All Participating Class Members will be mailed their Individual Settlement Payment without the need to return a claim form.

24. "Plaintiffs" and "Class Representatives" shall mean Plaintiffs Jefferson Rodriguez, Danielle Andrea Perez, and Jesse Knight.

25. "Released Class Claims" means any and all claims, debts, rights, demands, obligations or liabilities of every nature and description, for damages, premiums, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief against the Released Parties, arising during the Class Period and alleged in the operative Complaint (as defined below in Paragraph 39), or which could have been alleged based on the facts pled in the operative Complaint, including without limitation claims relating to: (a) any alleged failure by Defendants (1) to pay minimum or straight time wages, (2) to pay overtime wages, (3) to provide meal periods or pay meal period premium wages, (4) to authorize and permit rest periods or pay rest period premium wages, (5) to issue compliant wage statements, (6) to timely pay wages during employment or at the end of employment, or (7) to reimburse work-related expenses; (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (a)(1) through (a)(7) above; and (c) any violation of the California Labor Code arising from or related to the conduct alleged in (a)(1) through (a)(7) above, including, without limitation, violation of California Labor

Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2804, or any other applicable state statute, rule and/or regulation, based on Participating Class Members' employment with Defendants in California during the Class Period. "Released Class Claims" includes all types of relief available for the above-referenced claims, including any claims for damages, restitution, losses, premiums, penalties, fines, liens attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages, whether under federal law, California law or any state or local law or common law, the California Industrial Welfare Commission Wage Orders, and any other applicable regulations.

26. "Released PAGA Claims" means all PAGA claims against the Released Parties arising from PAGA Members' employment with Defendants during the PAGA Period and alleged in Plaintiffs' letters and amended letters to the LWDA filed on behalf of any named Plaintiffs in this action, including Plaintiffs Jefferson Rodriguez, Danielle Andrea Perez, and Jesse Knight, or which could have been alleged based on the facts pled in Plaintiffs' letters or amended letters to the LWDA, including without limitation PAGA claims relating to: (i) the alleged failure to timely pay earned wages; (ii) the alleged failure to pay minimum and straight time wages; (iii) the alleged failure to pay overtime wages; (iv) the alleged failure to provide meal periods; (v) the alleged failure to authorize and permit rest periods; (vi) the alleged failure to timely pay final wages; (vii) the alleged failure to provide accurate itemized wage statements; (viii) the alleged failure to indemnify employee business expenses; (ix) the alleged unfair competition; (x) the alleged failure to provide a day of rest; and (xii) any other PAGA claims premised on the aforementioned allegations.

27. "Released Parties" means Statewide and TSC and each of their past, present, and future parents, subsidiaries, sister companies, affiliates, predecessors, members and divisions, including but not limited to Area Wide Protective, Inc., AWP Safety, and Statewide Safety Systems, and their respective past, present, and future officers, directors, employees, partners, shareholders, owners, agents, insurers, former employees, servants, independent contractors, volunteers, legal representatives, attorneys and all of their successors (including persons or entities who may acquire them in the future), assigns, representatives, heirs, executors, and administrators and all other persons acting by, through, under or in concert with them that could be liable for the Released Claims.

28. "Response Deadline" means the deadline by which Settlement Class Members must postmark and return to the Administrator signed, dated, and timely requests for exclusion from the non-PAGA portion of the Settlement, objections to the Settlement and/or disputes concerning the number of Workweeks worked during the Class Period and/or number of Pay Periods worked during the PAGA Period. The Response Deadline will be sixty (60) calendar days from the initial mailing of the Notice Packets by the Settlement Administrator, unless the 60th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. If a Class Member is re-mailed a Notice Packet, then the Response Deadline for that Class Member will be fifteen (15) calendar days after the Notice Packet is re-mailed (which, if the 15th day falls on a Sunday or holiday, will be extended to the next day the U.S. Postal Service is open), or the original Response Deadline, whichever is later. The Response Deadline may also be extended by express agreement between Class Counsel and Defendants.

29. "Settlement" or "Agreement" or "Settlement Agreement" shall mean this Class and PAGA Representative Action Settlement and Release Agreement.

30. "Settlement Administration Costs" means the costs allocated from the Gross Settlement Amount to pay for administration of the settlement, as described in this Agreement, including required tax calculations and tax reporting to the appropriate governmental entities in connection with the Individual Settlement Payments (as defined below), issuing of 1099 and W-2 IRS Forms, address updates through the National

Change of Address database (prior to the mailing of the Notice Packets), distributing Notice Packets, skip-tracing Notice Packets returned as undeliverable, calculating and distributing the Individual Settlement Payments, weekly status reports, resolving disputed claims with the aid of the Parties' counsel, and providing all reports and declarations deemed necessary by the Parties in an amount not to exceed $20,000.00.

31. "Settlement Administrator" means Phoenix Settlement Administrators ("Phoenix"), or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement.

32. "Workweek" means any week in which a Class Member worked at least one day in that week for Defendants in California as a non-exempt hourly employee during the Class Period.

RECITALS

33. On October 10, 2023, Plaintiff Jefferson Rodriguez submitted a letter to the California Labor and Workforce Development Agency ("LWDA") notifying the LWDA of his intent to seek civil penalties from Statewide for alleged wage and hour violations, including for: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure to pay overtime wages, (iii) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (iv) the alleged failure to provide rest periods or pay rest period premiums at the regular rate of pay, (v) the alleged failure to indemnify for necessary business expenses, (vi) the alleged failure to timely pay all wages owed at termination of employment, and (vii) the alleged failure to provide complete and accurate wage statements, LWDA Case No. LWDA-CM-986940-23.

34. On March 27, 2024, Plaintiff Danielle Andrea Perez submitted a letter to the LWDA notifying the LWDA of her intent to seek civil penalties from Defendants for alleged wage and hour violations, including for: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged failure to pay overtime wages, (iv) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (v) the alleged failure to provide rest periods or pay rest period premiums at the regular rate of pay, (vii) the alleged failure to indemnify for necessary business expenses, (viii) the alleged failure to timely pay all wages owed at termination of employment, and (ix) the alleged failure to provide complete and accurate wage statements, LWDA Case No. LWDA-CM-1018991-24. Plaintiff Perez later submitted an amended PAGA Letter to the LWDA alleging day-of-rest violations by Defendants, and which also named Jesse Knight as a representative aggrieved employee.

35. On December 22, 2023, Plaintiff Jefferson Rodriguez, filed a wage and hour class and representative action lawsuit against Statewide alleging class claims for: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged failure to pay overtime wages, (iv) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (v) the alleged failure to provide rest periods or pay rest period premiums at the regular rate of pay, (vi) the alleged failure to provide complete and accurate wage statements, (vii) the alleged failure to timely pay all wages owed at termination of employment, (viii) the alleged failure to indemnify for necessary business expenses, (ix) alleged PAGA penalties, and (x) violations of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200-17210), in the Superior Court for the County of Santa Clara, Case No.: 23CV428021 ("*Rodriguez* Action").

36. On February 28, 2024, Plaintiff Danielle Andrea Perez, filed a representative wage and hour class action lawsuit against Defendants alleging class claims for: (i) the alleged failure to pay for all hours worked, including the alleged failure to pay minimum wages, (ii) the alleged failure to pay overtime wages, (iii) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (iv) the

alleged failure to provide rest periods or pay rest period premiums at the regular rate of pay, (v) the alleged failure to timely pay all wages owed at termination of employment, (vi) the alleged failure to provide complete and accurate wage statements, (vii) the alleged failure to indemnify for necessary business expenses, and (viii) violations of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200-17210), in the Superior Court for the County of Orange, Case No.: 30-2024-01382264-CU-OE-CXC. Defendants removed Plaintiff Danielle Andrea Perez's class action lawsuit to the United Stated District Court for the Central District of California, Case No.: 8:24-cv-01042-JWH-KES.

37. On August 1, 2024, Plaintiff Danielle Andrea Perez, filed a single cause of action against Defendants pursuant to PAGA and seeking PAGA penalties thereunder in the Superior Court for the County of Orange, Case No. 30-2022-01416760-CU-OE-CXC.

38. The Parties agreed to participate in mediation and on November 12, 2024, and following exchange and extensive review of relevant documents and class data, the Parties participated in a full-day mediation through Ceveris Mediation with Steve Ceveris, a highly respected mediator with extensive experience in California Wage and Hour matters. Although the Parties did not reach a resolution at the mediation, with the assistance of the mediator the Parties eventually were able to reach a settlement to settle all class and PAGA claims in this Action.

39. On June 23, 2025, Plaintiff Jefferson Rodriguez filed a first amended complaint (the "Complaint") to add Danielle Andrea Perez and Jesse Knight as Plaintiffs in the *Rodriguez* Action, to add any claims alleged in the *Perez* actions that were not previously alleged in the *Rodriguez* Action, and to add TSC as a Defendant.

40. Defendants have, at all times, denied Plaintiffs' claims and continue to maintain this position. Nonetheless, Defendants have concluded that further litigation will be protracted and expensive and would divert management time. Defendants have taken into account the uncertainty and risks inherent in litigation and have, therefore, concluded that it is desirable that the Released Claims be settled in the manner and upon the terms and conditions set forth in this Agreement.

41. The Parties expressly acknowledge that nothing in this Agreement, nor the fact of the Agreement itself, shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing of any kind by Defendants, nor shall it constitute and admission on behalf of Defendants of any fact or allegation against it.

42. The Parties agree to cooperate and take all steps necessary and appropriate to consummate this settlement in accordance with the terms of this Agreement.

RELEASE OF CLAIMS

43. **Settlement Class.** For purposes of this Settlement only, Plaintiffs and Defendants stipulate to the certification of the Settlement Class for the Class Period. Defendants represent that there are approximately 1,131 Settlement Class members. The Parties agree that certification for purpose of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure in a non-settlement context. If for any reason this Settlement is not approved or is terminated, this conditional agreement to class certification will be inadmissible and shall have no effect in this or any other proceeding as evidence that either: (i) a class action should be certified or (ii) Defendants are liable to Plaintiffs or any Settlement Class member, and the Parties shall revert to the respective positions they held prior to entering into this Settlement.

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44. **Release by Settlement Class**. Upon (i) the Effective Date occurring and (ii) the Gross Settlement Amount being fully funded by Defendants, Plaintiffs and every Participating Class Members (on behalf of each of them and each of their heirs, executors, administrators, and assigns) shall irrevocably and unconditionally fully release and forever discharge the Released Parties from any and all Released Class Claims that accrued during the Class Period as set forth herein.

45. **PAGA Release.** Upon (i) the Effective Date occurring and (ii) the Gross Settlement Amount being fully funded by Defendants, the State of California, Plaintiffs and all PAGA Members (on behalf of each of them and each of their heirs, executors, administrators, and assigns), shall irrevocably and unconditionally fully release and forever discharge the Released Parties from any and all PAGA Released Claims that accrued during the PAGA Period as set forth herein. Pursuant to *Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476 (2020), PAGA Members who worked for Defendants in California during the PAGA Period shall be bound by the PAGA portion of the Settlement and may not opt out of the PAGA portion of the Settlement.

46. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

47. Release by Plaintiffs. Upon (i) the Effective Date occurring and (ii) the Gross Settlement Amount being fully funded by Defendants, and in exchange for their Class Representative Service Awards, Plaintiffs Jefferson Rodriguez, Danielle Andrea Perez, and Jesse Knight (on each of their own behalf and on behalf of their heirs, executors, administrators, and assigns), but not on behalf of other Settlement Class members, knowingly and voluntarily release and forever discharge the Released Parties from any and all claims, known and unknown, asserted and unasserted, that each of them has or may have had against Defendants and any of the Released Parties arising from their employment with Defendants. Such claims include, but are not limited to: breaches of contract, whether written, oral or implied; violations of any public policy; tort claims, including but not limited to intentional infliction of emotional distress and negligent infliction of emotional distress, defamation, misrepresentation, and fraud; retaliation claims; common law claims; any other claims for damages, costs, fees, or other expenses, including attorneys' fees; and any violations of the following statutes, laws, and regulations: Fair Labor Standards

Act, 29 U.S.C. §§ 200, *et seq.,* Title VII of the Civil Rights Act of 1964, as amended; The Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States Code, as amended; The Americans with Disabilities Act of 1990, as amended; The Age Discrimination in Employment Act of 1967, as amended; the Older Workers Benefit Protection Act; the Employment Retirement Income Security Act of 1974, as amended; the Occupational Safety and Health Act, as amended; the Sarbanes-Oxley Act of 2002; the Family and Medical Leave Act of 1993, as amended; the Fair Labor Standards Act; the California Fair Employment and Housing Act – Cal. Gov't Code § 12900 *et seq.*; the California Family Rights Act – Cal. Gov't Code § 12945.2 *et seq.*; the California Unruh Civil Rights Act – Civ. Code § 51 *et seq.*; the California Whistleblower Protection Law – Cal. Lab. Code § 1102.5; the California Occupational Safety and Health Act, as amended – Cal. Lab. Code § 6300 *et seq*., and any applicable regulations thereunder; the California Business and Professions, Civil, Government and Labor Code; and any other federal, state, or local civil employment law, statute, regulation, or ordinance capable of being released by them, excluding claims for workers compensation benefits, unemployment insurance benefits, and any claims that cannot be released as a matter of law ("Plaintiffs' Released Claims"). To the extent the foregoing release is a release to which California Civil Code section 1542 or similar provisions of other applicable law may apply, Plaintiffs expressly waive, with respect to Plaintiffs' Released Claims, any and all rights and benefits conferred upon them by the provisions of California Civil Code section 1542 or similar provisions of applicable law which are as follows:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

Plaintiffs each acknowledge that they may later discover facts different from or in addition to those they now know or believe to be true regarding the matters released or described in this Settlement, and nonetheless agree that the releases and agreements contained in this Settlement shall remain fully effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiffs assume any and all risks of any mistake in connection with the true facts involved in the matters, disputes, or controversies described in this Settlement or with regard to any facts now unknown to each of them relating to such matters.

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

TERMS OF SETTLEMENT

49. **Gross Settlement Amount.** As consideration, Defendants agree to pay the Gross Settlement Amount of Three Million Two Hundred Fifty Thousand Dollars and Zero Cents ($3,250,000.00) on a class and PAGA-wide basis and in full and complete settlement of the Actions, as follows:

    A. Defendants shall deposit the Gross Settlement Amount within 30 days of the Effective Date with the Settlement Administrator. In addition to the Gross Settlement Amount, Defendants shall pay the Employer Taxes due on the portion of the Individual Settlement Payments allocated to wages by the same deadline. Under no circumstances shall Defendants be obligated to pay any more than the Gross Settlement Amount and the Employer Taxes for the complete resolution of the Actions.

B. Allocation of the Gross Settlement Amount: This is a non-reversionary settlement. The Gross Settlement Amount includes funding for:

i. Individual Settlement Payment. All Individual Settlement Payments to the Settlement Class;

ii. Settlement Administration Costs. The Settlement Administrator shall be paid Settlement Administration Costs, which are anticipated to be no greater than $20,000.00;

iii. Class Representative Service Awards. Plaintiffs shall each be paid a Class Representative Award of up to $10,000.00 in recognition of Plaintiffs' contributions to the Actions and to the Settlement Class and for giving a general release of all claims. The Class Representative Service Awards shall be paid in addition to Plaintiffs' Individual Settlement Payments. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on their Class Representative Service Awards, and the Class Representative Service Awards shall be reported on IRS Forms 1099 by the Settlement Administrator. Any portion of the Class Representative Service Awards not awarded to Plaintiffs shall remain with the Net Settlement Amount;

iv. Attorneys' Fees Award. Class Counsel shall be paid an Attorneys' Fee Award of up to one-third of the GSA (currently estimated to be $1,083,333.33), subject to Court approval;

v. Attorneys' Costs. Class Counsel shall be paid an award for reimbursement of their Attorneys' Costs, in relation to the Action as supported by declaration, up to, but not greater than $50,000.00; and

vi. PAGA Penalties. The Parties have set aside $250,000.00 of the GSA as PAGA civil penalties. Pursuant to the PAGA, 75% of such penalties, or $187,500.00, will be payable to the LWDA, and the remaining 25%, or $62,500.00, will be payable to PAGA Members based on their pro rata share of Pay Periods worked during the PAGA Period.

C. **Escalator Clause.** Defendants represent that Settlement Class members worked approximately 81,218 workweeks from the beginning of the Class Period through November 12, 2024. This is a material representation for Plaintiffs to enter this Agreement. If the actual number of workweeks worked by Settlement Class members during the Class Period exceeds this number by more than 10% (i.e., if Settlement Class members worked more than 89,340 workweeks during the Class Period), then Defendants will have the option to either: (i) increase the Gross Settlement Amount by the increase in workweeks over 10% (e.g., if the number of workweeks worked during the Class Period is 11% greater than 81,218, the Gross Settlement Amount will increase by 1%); **or** (ii) truncate the end of the Class Period on the date prior to the date on which the number of workweeks exceeded 10% greater than 81,218, such that the number of workweeks does not exceed 10% greater than 81,218 and this escalator provision will no longer be triggered. If Defendants elects to truncate the end of the Class Period under this provision, then the Class Period will end on that date and the notice to the Settlement Class will include the revised end date.

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50. **Allocation of the Net Settlement Amount ("NSA") and PAGA Members Payment.** The Settlement Class members are not required to submit a claim to receive a payment under this Settlement Agreement. Individual Settlement Payments shall be allocated to the Settlement Class as follows:

A. Payments from the NSA to Participating Class Members: The NSA will be distributed to all Participating Class Members based on each Participating Class Member's proportionate number of Workweeks he/she worked for Defendants as a non-exempt, hourly employee in California during the Class Period. The Settlement Administrator will calculate each Participating Class Member's payment from the NSA by multiplying the NSA by a fraction, the numerator of which is the Participating Class Member's number of Workweeks, and the denominator of which is the total Workweeks of all Participating Class Members.

B. Payments from the PAGA Members' Payment: Each PAGA Member will receive a proportionate share of the PAGA Members Payment that is equal to (i) the number of Pay Periods he/she worked during the PAGA Period divided by (ii) the total number of Pay Periods worked by all PAGA Members during the PAGA Period.

51. Individual Settlement Payments. Participating Class Members shall receive an Individual Settlement Payment calculated as set forth in paragraph 50(A)-(B) above. Settlement Class members who opt out of the non-PAGA portion of the Settlement shall receive only an Individual Settlement Payment representing payment from the PAGA Members Payment (if any) as set forth in paragraph 50(B).

A. Within five (5) business days following Defendants' deposit of the Gross Settlement Amount and Employer Taxes with the Settlement Administrator, the Settlement Administrator will calculate the Individual Settlement Payments, and provide the same to Class Counsel and Defense Counsel for review and approval. Within three (3) business days after receiving approval from counsel of its calculations, the Settlement Administrator shall prepare and mail the Individual Settlement Payments, less applicable taxes and withholdings, to Settlement Class members, as well as the Class Representative Service Payments to Plaintiffs, the LWDA Payment, and Class Counsel's Attorneys' Fees and Attorneys' Costs (as approved by the Court). The Settlement Administrator shall simultaneously pay all applicable withholdings to the applicable authorities with the necessary reports, submitting copies to Defense Counsel. In no event shall Defendants ever be required to pay any amount greater than the Gross Settlement Amount plus Employer Taxes.

B. For purposes of calculating applicable taxes and withholdings for payments, each Individual Settlement Payment shall be allocated as follows: for amounts paid from the PAGA Amount, 100% penalties; for amounts paid from the Net Settlement Amount, 33.33% wages, and 66.67% as penalties and interest. The Settlement Administrator will be responsible for issuing to Settlement Class members an IRS Form W-2 for amounts deemed "wages" and an IRS Form 1099 for the portions allocated as penalties and interest. As stated above, Defendants are responsible for Employer Taxes on the Individual Settlement Payments, and these taxes will not be deducted from the Gross Settlement Amount.

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C. No Credit Toward Benefit Plans. Unless otherwise required by any applicable benefit plan, the Individual Settlement Payments made to Settlement Class members,, as well as any other payments made pursuant to this Settlement, shall not be construed as compensation for, nor utilized to calculate, any additional benefits under any benefit plans to which any Class Members may otherwise be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan of Defendants or pursuant to any Collective Bargaining Agreement. Unless otherwise required by any applicable benefit plan, this Settlement shall not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

D. Each Settlement Class member who is mailed an Individual Settlement Payment must cash his/her Individual Settlement Payment check within 180 days from the date the Settlement Administrator mails it. Any funds payable to a Settlement Class member whose check is not cashed within 180 days after mailing will be deposited by the Settlement Administrator with the California Unclaimed Property Fund, in the name of the Settlement Class member whose check is not cashed.

E. Neither Plaintiffs nor Defendants, nor their respective counsel, shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

52. **Attorneys' Fees and Attorneys' Costs.** Class Counsel will request a total award of attorneys' fees of up to one-third of the Gross Settlement Amount (currently estimated at $1,083,333.33), plus actual costs and expenses as supported by declaration in an amount not to exceed $50,000.00. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed, and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement, including any objections raised and any appeals necessitated by those objections. As noted above, the Settlement Administrator will mail Class Counsel the Attorneys' Fees and Attorneys' Costs when it mails the Individual Settlement Payments to Settlement Class members. The Settlement Administrator will issue Class Counsel IRS Forms 1009 when the Settlement Administrator pays the Attorneys' Fees and Attorneys' Costs allowed by the Court.

PRELIMINARY APPROVAL OF THE SETTLEMENT

53. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiffs shall apply to the Court for the entry of an Order:

A. Conditionally certifying the Settlement Class for purposes of this Settlement only;

B. Appointing F. Shawn Azizollahi, Tuvia Korobkin, Poya Ghasri, Gary S. Brotman, and Nancy Goodes of Marquee Law Group, APC and Benjamin H. Haber and Daniel J. Kramer of Wilshire Law Firm PLC as Class Counsel;

C. Appointing Plaintiffs as Class Representatives for the Settlement Class;

D. Approving Phoenix as Settlement Administrator;

E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;

F. Establishing an implementation schedule for the Settlement, including the Response Deadline;

G. Approving the form and content of the proposed Notice Packet, attached hereto as Exhibits A and B, respectively), in English and Spanish, and directing the mailing of same; and

H. Scheduling a Final Approval hearing regarding the proposed Settlement, including payment of Attorneys' Fees and Attorneys' Costs, and Class Representative Service Award.

Plaintiffs' Counsel will provide counsel for Defendants with a draft of the motion for preliminary approval including the proposed Order Granting Preliminary Approval at least seven (7) calendar days before it is filed with the Court for Defendants' review and input. Defendants shall not oppose the Preliminary Approval Motion and may, in its sole option, file a declaration of non-opposition. Concurrently with the filing of the Preliminary Approval Motion, counsel for Plaintiffs shall submit a copy of this Agreement to the LWDA and provide proof of said submission to the Court and counsel for Defendants.

SETTLEMENT ADMINISTRATION

54. **Settlement Administrator**. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

55. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

A. Class Data. Within ten (10) Court days after entry of an order preliminarily approving this Agreement, Defendants will provide the Settlement Administrator with the name, last known address, last known phone number, and social security number; dates of employment; and the number of Workweeks worked for Defendants in California during the Class Period and number of PAGA Pay Periods worked for Defendants in California during the PAGA Period, for each Settlement Class member (the "Class Data List"). The Class Data List shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator. The Settlement Administrator shall only use this information to facilitate notice, administration of the Settlement, and for distribution of Individual Settlement Payments to Settlement Class members. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

B. Confirmation of Contact Information in the Class Data List. Within ten (10) Court days from receipt of the Class Data List from Defendants, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the addresses of any Settlement Class members for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement Class member, and provide Class Counsel and Defense Counsel with its calculations for their approval; (iv) provide Class Counsel and Defense Counsel with formatted versions of the Notice Packets to be sent to the Settlement Class;

and (v) after receiving approval from all counsel, mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

C. Duty to Protect Class Data. The Settlement Administrator shall represent and warrant that it shall: (i) provide reasonable and appropriate administrative, physical and technical safeguards for the Class Data List that it receives from Defendants; (ii) not disclose the Class Data List to Class Counsel, Plaintiffs, any party or third parties, including agents or subcontractors, without Defendants' consent and keep the Class Data List confidential; (iii) not disclose or otherwise use the Class Data List other than to carry out its duties as set forth herein; and (iv) promptly provide Defendants with notice if it becomes aware that the Class Data List becomes subject to unauthorized access, use, or disclosure.

D. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the non-PAGA portion of the Settlement must complete, sign and postmark a written Request for Exclusion (defined below) to the Settlement Administrator, in the manner set forth in the Notice and by the Response Deadline. The Request for Exclusion is a document prepared by the Settlement Class member that must: (1) contain the Settlement Class member's name, address, telephone number, and last four digits of his/her Social Security number; (2) contain a statement that the Settlement Class member wishes to be excluded from the non-PAGA portion of the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from this Settlement. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who excludes himself or herself from the Settlement Class will not be entitled to any recovery under this Settlement (except for any share from the PAGA Members Payment, if applicable), will not be bound by the terms of the Settlement (except for Released PAGA Claims, if applicable), and will not have any right to object, appeal, or comment thereon. The Settlement Administrator will provide the Parties with weekly updates regarding the number of Requests for Exclusion received. The Parties and their counsel agree not to take any action to encourage any Settlement Class member to request exclusion from the Settlement.

E. Objections. Settlement Class members who do not request exclusion may object to the non-PAGA portion of the Settlement by mailing a written objection to the Settlement Administrator as explained in the Class Notice. The postmark date shall be deemed the exclusive means for determining that the written Objection is timely. No late written Objection will be accepted or considered. Neither Participating Class Members, nor PAGA Members, shall have a right to object to the PAGA portion of the Settlement. Only Settlement Class members who have not opted out of the non-PAGA portion of the Settlement may object. Any Settlement Class member who does not object to the Settlement, intervene in the Action, or who fails to otherwise comply with the specific requirements of this Paragraph as provided in the Class Notice, shall be foreclosed from seeking any adjudication or review of the Settlement, by appeal or otherwise. Any Settlement Class member shall have a right to appear at the Final Approval Hearing in order to have their objections heard by the Court, even if no written Objection was submitted. The Settlement Administrator shall, within two (2) business days of receipt, serve any written objection(s) as received on Class Counsel and Defense Counsel, and Class Counsel shall then file all such objections with the Court. Defense Counsel and Class Counsel shall file and serve any responses to written objections no later than five (5) calendar days prior to the Final Approval hearing. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name, current address, telephone number, and e-mail address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection; and (4) be postmarked no later than the Response Deadline. A Settlement Class member who wishes to object but who fails to comply with the procedures set forth herein and/or in the Class Notice shall be deemed not to have objected. Any attorney who intends to represent an objecting Settlement Class member at the Final Approval hearing must submit a Notice of Appearance to the Court and serve it on all Parties on or before the Response Deadline. The Parties and their counsel agree not to take any action to encourage any Settlement Class member to object to the Settlement. If the Court overrules the Settlement Class member's objection(s), or if the Court approves the Settlement despite any objection(s), the Settlement Class member will be deemed to be a Participating Class Member, will be bound by the terms of this Agreement, and will be mailed their Individual Settlement Payment.

F. Notice of Estimated Settlement Award / Disputes. Each Notice Packet mailed to Settlement Class members shall contain a Notice of Estimated Settlement Award, in which shall be disclosed the amount of the Settlement Class member's estimated Individual Settlement Payment as well as the information that was gleaned from Defendants' records in order to calculate the Individual Settlement Payment, including their number of Workweeks they worked for Defendants in California during the Class Period and their number of PAGA Pay Periods (if any) worked during the PAGA Period. Settlement Class members will have the opportunity, should they disagree with Defendants' records regarding the information stated in their Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. The dispute must: (i) set forth the name, address, telephone number and last four digits of the social security number of the Class Member submitting the dispute; (ii) be signed by the Class Member; (iii) clearly state the reason(s) that the Settlement Class member disputes the information provided in the Notice Packet; and (iv) be postmarked on or before the Response Deadline. If there is a dispute, the Settlement Administrator will consult with counsel for the Parties to determine whether an adjustment to the Settlement Class member's number of Workweeks or PAGA Pay Periods is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payment under the terms of this Settlement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Settlement Class member and the Parties.

G. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within three (3) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall re-send the Notice Packet to the Settlement Class member within two (2) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline, whichever is later, to submit a Request for Exclusion, written Objection, or dispute, as applicable. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline, if applicable. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet need not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defense Counsel to provide notice of the Settlement.

H. Settlement Administrator Declaration. Not later than thirty (30) calendar days prior to the Final Approval Hearing, the Settlement Administrator will provide the Parties with its declaration of due diligence setting forth its compliance with its obligations under this Agreement, the number of Participating Class Members, the number of Settlement Class members who timely submitted Requests for Exclusion from the non-PAGA portion of the Settlement, the number of objections to the Settlement and the number of PAGA Members, to be filed with the Court, and will supplement its declaration as needed or as requested by the Court.

I. Settlement Administrator Final Report. By no later than ten (10) calendar days following the deadline for Settlement Class members to cash their Individual Settlement Payments, the Settlement Administrator shall provide counsel for both Parties with a declaration of due diligence setting forth its compliance with its obligations in disbursing funds from the Gross Settlement Amount, including a statement of the number and dollar value of checks for Individual Settlement Payments cashed and the number and dollar value of checks for Individual Settlement Payments that were not cashed.

J. Defendants Right to Rescind. Defendants shall have, in their sole discretion, the right to void and withdraw from the Settlement if, at any time prior to Final Approval, ten percent (10%) or more of Settlement Class members timely and validly Request Exclusion from the non-PAGA portion of the Settlement. Defendants must exercise this right of rescission in writing to Class Counsel within fourteen (14) calendar days after the latest date any Settlement Class member may timely submit his or her Request for Exclusion. If Defendants exercise their right of rescission pursuant to this paragraph, Defendants shall be responsible for all costs incurred by the Settlement Administrator.

FINAL APPROVAL

56. **Final Approval.** Following preliminary approval and the close of the period for submitting Requests for Exclusion, Objections, or disputes under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:

    A. Granting final approval of the Settlement and adjudging its terms to be fair, reasonable, and adequate;

    B. Approving Plaintiffs' and Class Counsel's application for Attorneys' Fees, Attorneys' Costs, Class Representative Service Awards, PAGA Penalties, and Settlement Administration Costs; and

    C. Entering judgment pursuant to California Rule of Court 3.769.

    The Final Approval Hearing shall not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel shall be responsible for drafting all documents necessary to obtain final approval. The Motion for Order Granting Final Approval and Entering Judgment shall include Class Counsel's application for the Class Counsel's Attorneys' Fees and Costs, the Class Representative Service Awards, and the Settlement Administrator's expenses. A draft of such motion shall be provided to Counsel for Defendants five (5) business days prior to its filing with the Court. Plaintiffs agree not to file their motion and/or application without Defendant's review and input. The Settlement Administrator shall maintain on its website a section for this Settlement which includes a copy of the Motion for Preliminary Approval, along with any accompanying exhibits, and the operative Complaint. It shall be updated after Judgment is entered with a copy of the final Judgment.

    Within ten (10) calendar days of the date this Agreement is fully executed, Plaintiff Perez shall seek dismissal without prejudice of the *Perez* Actions.

57. Funding of the Settlement. The Administrator shall deposit the Gross Settlement Amount into a Qualified Settlement Account, from which the Settlement Administrator will have the authority to distribute money in accordance with the terms of this Settlement Agreement.

58. No Effective Date. If there is no Effective Date: (i) the Settlement Agreement shall have no force and effect and no Party shall be bound by any of its terms; (ii) Defendants shall have no obligation to make any payments required under this Agreement; (iii) the Parties shall evenly distribute and pay any Administration Costs incurred up until the date that the Settlement ceases to exist; and (iv) the Settlement Agreement and all negotiations, statements, proceedings, and data relating thereto shall be protected as privileged settlement communications and shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Actions prior to the date of execution of the Settlement Agreement. In such event, the Parties shall work cooperatively to request a conference with the Court in which to attempt to resolve any issues that the Court has raised regarding the Agreement so that it can gain the Court's approval, or alternatively, effectuate their intent to resume the Actions.

59. **Continuing Jurisdiction.** Except as otherwise specifically provided for herein, the Court shall retain jurisdiction to construe, interpret and enforce this Settlement, to supervise all notices, the administration of the Settlement, to hear and adjudicate any dispute arising from or related to the Settlement, and to hear such post-Judgment matters and may be appropriate under court rules or as set forth in this Settlement. The Parties agree that the Court has jurisdiction over the Settlement pursuant to California Code of Civil Procedure, Section 664.6 and Cal. Rule of Court 3.769.

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ADDITIONAL TERMS

60. **Non-Admission of Liability.** Defendants and the Released Parties do not admit, and specifically deny, that Defendants or any Released Parties violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Nothing in this Settlement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code § 1152, this Settlement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement. If Final Approval does not occur, the Parties agree that this Settlement is void, but remains protected by California Evidence Code § 1152.

61. **Confidentiality.** Plaintiffs and Class Counsel agree that, prior to filing a Motion for Preliminary Approval, they will not disclose or publicize the Settlement contemplated herein, the fact of the Settlement, its terms or contents, or the negotiations underlying the Settlement, in any manner or form, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement as set forth herein, and except to Plaintiffs' respective spouses or to Plaintiffs' respective attorneys or tax preparers as necessary for those professionals to provide their professional services to Plaintiffs.

62. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement except by a written agreement signed by counsel for all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement will not constitute a waiver of any other provision.

63. **Enforcement Action.** In the event any Party brings an action to enforce the terms of this Settlement or to declare rights and/or obligations under this Settlement, the prevailing party in such action shall be entitled to recover his/her/its reasonable attorneys' fees and costs incurred, including reasonable expert witness fees incurred in connection with any enforcement actions.

64. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement shall be in writing and delivered by receipted delivery and/or by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant:	Annureet K. Bezwada, Littler Mendelson, P.C., 5200 North Palm Avenue, Suite 302, Fresno, CA 93704; abezwada@littler.com
if to Plaintiffs:	Tuvia Korobkin, Marquee Law Group APC, 9100 Wilshire Blvd., Suite 445 East, Beverly Hills, CA 90212; tuvia@marqueelaw.com
	Benjamin H. Haber, Wilshire Law Firm PLC, 3055 Wilshire Blvd., 12th Floor, Los Angeles, CA 90010; benjamin.haber@wilshirelawfirm.com

65. **Applicable Law.** All terms and conditions of this Settlement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law or choice of law principles.

66. **Captions and Interpretations.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

67. **Entire Agreement.** This Settlement and attached Exhibits contain the entire agreement among the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof. The Parties expressly recognize California Civil Code section 1625 and California Code of Civil Procedure section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms shall modify, vary or contradict the terms of this Settlement.

68. **Counterparts.** This Settlement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

69. **Cooperation in Drafting**. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. Accordingly, the Parties have cooperated in the drafting and preparation of this Settlement. This Settlement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

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

71. <u>Authorization to Enter Into Settlement</u>. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel shall cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

72. <u>Binding on Successors and Assigns</u>. This Settlement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

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

74. <u>Acknowledgement of Future Legislation</u>. Each Party recognizes that legislation could affect the outcome of the Action. The Parties, nevertheless, enter into this Settlement to avoid risk of loss and to avoid uncertainty with the interpretation, nature, and applicability of future legislation.

75. <u>Invalidity of Any Provision</u>. Before declaring any provision of this Settlement invalid, the Court shall first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement valid and enforceable.

76. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement herein shall be subject to final Court approval.

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

78. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement shall be fully enforceable and binding on all parties and agree that it shall be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

AGREED TO AND APPROVED BY:

DATED: 07/10/2025

STATEWIDE TRAFFIC SAFETY AND SIGNS, INC. dba AWP SAFETY.

By: Debbie Riazzi
Deborah Riazzi,
Director, Compliance
and Labor Relations

DATED: 07/10/2025

TRAFFIC SOLUTIONS CORPORATION

By: Debbie Riazzi
Deborah Riazzi,
Director, Compliance
and Labor Relations

DATED: 7/2/2025

JEFFERSON RODRIGUEZ

Signed by:
EBFE060CF7444A1...
Plaintiff and Class Representative

DATED: ______

DANIELLE ANDREA PEREZ

______
Plaintiff and Class Representative

DATED: ______

JESSE KNIGHT

______
Plaintiff and Class Representative

76. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement herein shall be subject to final Court approval.

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AGREED TO AND APPROVED BY:

DATED: ____________

STATEWIDE TRAFFIC SAFETY AND SIGNS, INC. dba AWP SAFETY.

By:_________________
Deborah Riazzi,
Director, Compliance
and Labor Relations

DATED:__________________

TRAFFIC SOLUTIONS CORPORATION

By:_____________________
Deborah Riazzi,
Director, Compliance
and Labor Relations

DATED: _________________

JEFFERSON RODRIGUEZ

____
Plaintiff and Class Representative

DATED: 7/9/2025

DANIELLE ANDREA PEREZ

DocuSigned by:
1D6D3FA31EFF4DD...
Plaintiff and Class Representative

DATED: 7/3/2025

JESSIE KNIGHT

Signed by:
9A0BC85D155345F...
Plaintiff and Class Representative

APPROVED AS TO FORM:

MARQUEE LAW GROUP APC

DATED: 7/2/2025 By: Signed by: Tuvia Korobkin A536AA1D0ED241F...

Tuvia Korobkin
Attorneys for Plaintiffs

WILSHIRE LAW FIRM PLC

DATED: ____________________ By: ________________________________

Benjamin H. Haber
Attorneys for Plaintiffs

LITTLER MENDELSON, P.C.

DATED: ____________________ By: ________________________________

Annureet K. Bezwada
Attorneys for Defendant

APPROVED AS TO FORM:

MARQUEE LAW GROUP APC

DATED: ____________________ By: ________________________________
Tuvia Korobkin
Attorneys for Plaintiffs

WILSHIRE LAW FIRM PLC

DATED: 7/3/2025 By: ________________________________
Benjamin H. Haber
Attorneys for Plaintiffs

LITTLER MENDELSON, P.C.

DATED: 7/10/2025 By: ________________________________
Annureet K. Bezwada
Attorneys for Defendant

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

JEFFERSON RODRIGUEZ, DANIELLE PEREZ, and JESSE KNIGHT, Plaintiffs, vs. STATEWIDE TRAFFIC SAFETY AND SIGNS, INC. d/b/a AWP SAFETY; TRAFFIC SOLUTIONS CORPORATION, Defendants.	Case No. 23CV428021 **NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT**

To: All current and former non-exempt hourly employees who were employed by Statewide Traffic Safety and Signs, Inc., now doing business as AWP Safety ("Statewide") and Traffic Solutions Corporation ("TSC") (together, Statewide and TSC are referred to as "Defendants") in California at any time from December 22, 2019 through January 11, 2025 ("Class Period").

PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT.

Why should you read this Notice?

The Santa Clara County Superior Court ("Court") has granted preliminary approval of a proposed class and representative action settlement (the "Settlement") that resolves a class and representative action pending against Defendants called *Jefferson Rodriguez, et al v. Statewide Traffic and Safety Systems, Inc., et al,* Case No. 23CV428021 (the "Action").

Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

Defendants' records show that you were employed by Defendants as a non-exempt hourly employee in California at some point between December 22, 2019 and January 11, 2025. You are therefore a member of the proposed "Settlement Class." The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the proposed Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. If final judgment is entered in this case, it will be posted to the Settlement Administrator's website, <<ADMIN WEBSITE>>.

What is this case about?

Plaintiffs Jefferson Rodriguez, Danielle Perez, and Jesse Knight ("Plaintiffs") have filed a lawsuit alleging that Defendants violated California law. Specifically, Plaintiffs allege that Defendants: (i) failed to pay minimum wages or straight time wages for all hours worked; (ii) failed to pay overtime wages; (iii) failed to provide meal periods; (iv) failed to authorize and permit rest periods; (v) failed to indemnify business expenses, (vi) failed to issue accurate itemized wage statements; (vii) failed to timely pay all wages during employment and at termination, (viii) failed to provide one day's rest in seven; and, as a result of the above, (ix) engaged in unlawful business practices. In addition, Plaintiffs seek recovery of derivative civil penalties under the California Labor Code Private Attorneys General Act ("PAGA").

Plaintiffs' attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

Defendants deny that they have done anything wrong and believe they have acted in compliance with all applicable laws and that Plaintiffs' claims have no merit. Defendants also deny that they owe any wages, restitution, penalties, or other damages. By agreeing to settle, Defendants do not admit liability or any of the factual allegations or claims asserted in the Action or that the Action can or should proceed as a class action in a non-settlement context.

The Court has not ruled on the merits of Plaintiffs' claims. However, to avoid additional expense, inconvenience, and interference with their business operations, Defendants have concluded that it is in their best interests to settle the Action on the terms summarized in this Notice. After Defendants provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the parties.

Plaintiffs and Class Counsel also support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you still work for Statewide or TSC, your decision about whether to participate in the Settlement will not affect your employment status. California law and Defendants' company policies strictly prohibit unlawful retaliation. Defendants will not take any adverse action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of the Settlement Class member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiffs / the Settlement Class:	Attorneys for Defendants:
MARQUEE LAW GROUP, APC F. Shawn Azizollahi shawn@marqueelaw.com Tuvia Korobkin tuvia@marqueelaw.com Gary S. Brotman gary@marqueelaw.com Nancy Goodes nancy@marqueelaw.com 9100 Wilshire Blvd., Suite 445 East Beverly Hills, California 90212 Tel: (310) 275-1844 www.marqueelaw.com **WILSHIRE LAW FIRM** Benjamin H. Haber benjamin@wilshirelawfirn.com Daniel J. Kramer dkramer@wilshirelawfirm.com 3055 Wilshire Blvd., 12th Floor Los Angeles, California 90010 Tel: (213) 381-9988 www.wilshirelawfirm.com	**LITTLER MENDELSON P.C.** Annureet K. Bezwada abezwada@littler.com Aaron M. Bausch abausch@littler.com 5200 North Palm Avenue, Suite 302 Fresno, California 93704 Tel.: (559) 244-7500 www.littler.com

What are the terms of the Settlement?

Defendants have agreed to pay $3,250,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Action, including claims by Settlement Class members, attorneys' fees, costs, settlement administration costs, PAGA civil penalties, and Class Representative Service Awards.

The following deductions from the Gross Settlement Amount will be requested by the parties:

<u>Settlement Administration Costs</u>. The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to $20,000 from the Gross Settlement Amount to pay the Settlement administration costs.

<u>Attorneys' Fees and Costs</u>. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, currently estimated to be $1,083,333.33 as reasonable compensation for the work Class Counsel performed, and will continue to perform, in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to $50,000 for reimbursement of verified costs Class Counsel incurred in connection with the Lawsuit.

<u>Class Representative Service Awards</u>. Class Counsel will ask the Court to approve an award of $10,000 to each of the Plaintiffs (for a total of $30,000), also known as the "Class Representatives." These awards are to compensate the Class Representatives for their service and extra work provided on behalf of the Settlement Class.

<u>PAGA Civil Penalties</u>. The parties have agreed to allocate $250,000 of the Gross Settlement Amount as alleged civil penalties for the settlement of Plaintiffs' PAGA claim. Pursuant to the requirements of the PAGA, seventy-five percent (75%) of that amount, or $187,500, will be paid to the California Labor & Workforce Development Agency ("LWDA"). The remaining $62,500 has been designated as the "PAGA Members Payment" and will be paid to certain Settlement Class members, known as PAGA Members, as described below.

<u>Calculation of Settlement Class Members' Individual Settlement Payments</u>. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount ("NSA"), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated to be approximately $1,816,666.67. Together with the $62,500 PAGA Members Payment, the total amount to be distributed to Settlement Class members is estimated to be $1,879,166.67. Payments to Settlement Class members, known as "Individual Settlement Payments," will be calculated as follows:

<u>*NSA Payment*</u>: All Participating Class Members (i.e., all Settlement Class members who do not opt out of the Settlement) will receive a payment from the NSA. The NSA will be distributed to all Participating Class Members based on each Participating Class Member's proportionate number of workweeks worked for Defendants as a non-exempt, hourly employee in California during the Class Period.

<u>*PAGA Members Payment*</u>: In addition to the NSA, $62,500 of the Gross Settlement Amount has been designated as the "PAGA Members Payment" as described above, and will be allocated to all Settlement Class members (whether or not they opt out) who worked for Defendants as a non-exempt, hourly employee in California at any time from October 10, 2022 to January 11, 2025 (the "PAGA Period"). This sub-group of Settlement Class members are known as the "PAGA Members." All PAGA Members will receive a payment from the PAGA Members Payment in proportion to the number of pay periods that they worked for Defendants as a non-exempt, hourly employee in California during the PAGA Period.

<u>Deposit of Gross Settlement Amount and Distribution of Payments</u>. If the Court grants final approval and there are no objections to the Settlement, the Gross Settlement Amount will be funded by Defendants approximately 95 days after final approval. Individual Settlement Payments will be mailed approximately 8 business days after the Gross Settlement Amount is funded.

Allocation and Taxes. For tax purposes, Individual Settlement Payments shall be treated as follows: for payments from the PAGA Amount, 100% penalties; for payments from the NSA, 33.33% wages (with withholdings taken), and 66.67% penalties and interest. The Settlement Administrator will issue IRS forms W-2 for all amounts designated as "wages," and will issue IRS forms 1099 for all amounts designated as penalties and interest. Defendants will pay the employer's taxes on any amounts designated as "wages" separately from, and in addition to, the Gross Settlement Amount. Settlement Class members are responsible for the proper income tax treatment of the Individual Settlement Payments. The Settlement Administrator, Defendants and their counsel, and Plaintiffs and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Releases. Upon the Effective Date (as defined in the Settlement) occurring and the Settlement being fully funded, Plaintiffs and every Participating Class Member will release and discharge Defendants each of their past, present, and future parents, subsidiaries, sister companies, affiliates, predecessors, members and divisions, including but not limited to Area Wide Protective, Inc., AWP Safety, and Statewide Safety Systems, and their respective past, present, and future officers, directors, employees, partners, shareholders, owners, agents, insurers, former employees, servants, independent contractors, volunteers, legal representatives, attorneys and all of their successors (including persons or entities who may acquire them in the future), assigns, representatives, heirs, executors, and administrators and all other persons acting by, through, under or in concert with them that could be liable for the Released Claims defined below (the "Released Parties") from any and all claims, debts, rights, demands, obligations or liabilities of every nature and description, for damages, premiums, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief against the Released Parties, arising during the Class Period and alleged in the operative Complaint in the Action, or which could have been alleged based on the facts pled in the operative Complaint in the Action, including without limitation claims relating to: (a) any alleged failure by Defendants (1) to pay minimum or straight time wages, (2) to pay overtime wages, (3) to provide meal periods or pay meal period premium wages, (4) to authorize and permit rest periods or pay rest period premium wages, (5) to issue compliant wage statements, (6) to timely pay wages during employment or at the end of employment, or (7) to reimburse work-related expenses; (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (a)(1) through (a)(7) above; and (c) any violation of the California Labor Code arising from or related to the conduct alleged in (a)(1) through (a)(7) above, including, without limitation, violation of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2804, or any other applicable state statute, rule and/or regulation, based on Participating Class Members' employment with Defendants in California during the Class Period. These claims are referred to as the "Released Class Claims." The "Released Class Claims" includes all types of relief available for the above-referenced claims, including any claims for damages, restitution, losses, premiums, penalties, fines, liens attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages, whether under federal law, California law or any state or local law or common law, the California Industrial Welfare Commission Wage Orders, and any other applicable regulations.

In addition, upon (i) the Effective Date occurring and (ii) the Gross Settlement Amount being fully funded, all PAGA Members (whether or not they opt out of the Settlement) shall release all PAGA claims against the Released Parties arising from PAGA Members' employment with Defendants during the PAGA Period and alleged in Plaintiffs' letters and amended letters to the LWDA filed on behalf of any named Plaintiffs in this action, including Plaintiffs Jefferson Rodriguez, Danielle Andrea Perez, and Jesse Knight, or which could have been alleged based on the facts pled in Plaintiffs' letters or amended letters to the LWDA, including without limitation PAGA claims relating to: (i) the alleged failure to timely pay earned wages; (ii) the alleged failure to pay minimum and straight time wages; (iii) the alleged failure to pay overtime wages; (iv) the alleged failure to provide meal periods; (v) the alleged failure to authorize and permit rest periods; (vi) the alleged failure to timely pay final wages; (vii) the alleged failure to provide accurate itemized wage statements; (viii) the alleged failure to indemnify employee business expenses; (ix) the alleged unfair competition; (x) the alleged failure to provide a day of rest; and (xii) any other PAGA claims premised on the aforementioned allegations. ("Released PAGA Claims"). Pursuant to *Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476 (2020), all PAGA Group members shall be bound by the PAGA portion of the Settlement and may not opt out of the PAGA portion of the Settlement.

Conditional Settlement. By granting preliminary approval of the Settlement, the Court has determined that the Settlement falls within the range of possible approval as fair, reasonable, and adequate. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement.

How can I claim money from the Settlement?

Do Nothing. You do not need to do anything if you want to receive payment from and participate in the Settlement. If you do nothing, you will be entitled to your Individual Settlement Payment based on the number of workweeks you worked for Defendants as a non-exempt, hourly employee in California during the Class Period and the number of pay periods you worked for Defendants as a non-exempt, hourly employee in California during the PAGA Period. You also will be bound by the Settlement, including the release of claims stated herein.

Check Cashing Deadline and Uncashed Checks. You must cash or deposit your Individual Settlement Payment check within 180 days from the date that the Settlement Administrator mails the check to you. If you do not cash or deposit your check within 180 days, your check will be voided and the funds from the check will escheat to the State of California Unclaimed Property Fund in your name.

How much money will I receive from the Settlement?

Based on Defendants' records, your total Individual Settlement Payment is estimated to be **<<$XXXXX>>**, which includes <<$XXXXX>> from the Net Settlement Amount and <<$XXXXX>> from the PAGA Members Payment. The enclosed "Notice of Estimated Settlement Payment" contains the data from Defendants' records that was relied upon in calculating your estimated payment.

What other options do I have?

Disputing Information in Notice of Estimated Settlement Payment. Your estimated Individual Settlement Payment has been calculated as noted above. Your estimated payment is based on the number of workweeks you worked for Defendants as a non-exempt, hourly employee in California during the Class Period and the number of pay periods you worked for Defendants as a non-exempt, hourly employee in California during the PAGA Period. The information contained in Defendants' records regarding each of these factors is listed on the accompanying Notice of Estimated Settlement Payment.

If you disagree with the information in your Notice of Estimated Settlement Payment, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Payment. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.** The parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

Exclude Yourself from the Class Portion of the Settlement. If you **do not** wish to take part in the class portion of the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion" letter or postcard, postmarked no later than <<RESPONSE DEADLINE>>, with your full name (as well as any former names you used while you worked for Defendants), your current address, telephone number, last 4 digits of your social security number, and your signature. Although there is no specific language that must be included, the Request for Exclusion must state that you wish to exclude yourself from the Settlement Class in the *Jefferson Rodriguez v. Statewide Traffic Safety* lawsuit.

Send any Request for Exclusion directly to the Settlement Administrator at <<ADMINISTRATOR CONTACT INFO>>. Any person who submits a valid and timely Request for Exclusion shall, upon receipt, no longer be a Settlement Class member with respect to the class claims, shall be barred from participating in the class portion of the Settlement, and shall receive no benefits from the class portion of the Settlement. Any person who submits a valid and timely Request for Exclusion will also lack standing to submit any objection to the Settlement. However, all PAGA Members, even those who submit a valid and timely Request for Exclusion, will be bound by the PAGA portion of the Settlement and will receive a portion of the PAGA Amount.

<u>Objecting to the Settlement</u>. If you do not submit a Request for Exclusion, you have the right to object to the terms of the class Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the class Settlement, or any portion of it, you may (1) mail a written Objection to the Settlement Administrator, and/or (2) appear at the Final Approval Hearing and object orally. Any written Objection must include your full name (as well as any former names used while you worked for Defendants), current address, current phone number and e-mail address, the name and contact information of any attorney representing you, each specific reason in support of your objection, and any legal or factual support for each objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence. Any written Objections must be postmarked on or before <<RESPONSE DEADLINE>>. If you do not submit a written objection, you may still object orally at the Final Approval Hearing and discuss your objection with the judge.

If you wish to appear at the Final Approval Hearing, you have the right to appear either in person or through your own attorney. If you wish to appear at the Final Approval Hearing and/or retain an attorney to represent you at the hearing, you must do so at your own expense. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>.

If you object to the Settlement, you will remain a Settlement Class member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object. In other words, by submitting an Objection, you are <u>not</u> excluding yourself from the Settlement.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 19 of the Santa Clara County Superior Court, located at 161 North First Street, San Jose, California 95113. At the Final Approval Hearing, the Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of costs/expenses, the Class Representative Service Awards, and the Settlement Administration Costs.

The Final Approval Hearing may be postponed or moved without further notice to the Settlement Class. If you would like to confirm the date and time of the Final Approval Hearing, you may consult the Settlement website at <<website URL>>. You may also visit the Court website as described below. **You are <u>not</u> required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing at their own expense.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may consult the Court's website, www.santaclara.courts.ca/gov. You may also contact the Settlement Administrator or Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<**RESPONSE DEADLINE**>>. These deadlines will be strictly enforced.

EXHIBIT B

<u>NOTICE OF ESTIMATED SETTLEMENT PAYMENT</u>

JEFFERSON RODRIGUEZ et al v. STATEWIDE TRAFFIC SAFETY AND SIGNS, INC. et al.

Santa Clara County Superior Court Case No. 23CV428021

Please complete, sign, and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

____

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

____

Former Names (if any)

____

New Street Address

____

City State Zip Code

____

Phone number (if you wish to be contacted by phone)

(III) Information Used to Calculate Your Estimated Individual Settlement Payment:

According to Defendants' records:

(a) you were employed for _____ workweeks for Defendants as a non-exempt, hourly employee in California between December 22, 2019 and January 11, 2025;

(b) you were employed for _____ pay periods for Defendants as a non-exempt, hourly employee in California between October 10, 2022 and January 11, 2025.

Based on the above, your Individual Settlement Payment is estimated at **$**___________, which includes $__________ from the Net Settlement Amount and $_________ from the PAGA Members Payment.

(IV) If you disagree with either of the items (a) - (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:

____

____

____

____

If you dispute the above information from Defendants' records, Defendants' records will control unless you are able to provide documentation that establishes that their records are mistaken. If there is a dispute about whether Defendants' information or yours is accurate, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Class Action Settlement" that accompanies this Form. The Settlement Administrator's determination will be final.

Date: ________________ **Signature: __________________**

ANY DISPUTES (INCLUDING SUPPORTING DOCUMENTS) MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.

Exhibit 2

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

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

Private Attorneys General Act (PAGA) - Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : * 1018991-24

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXXX-XX".
[Search for PAGA Case number]

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

Your Information (Person Who is Filing)

Your First Name * Daniel

Your Last Name * Kramer

Your Email Address * coley.hayes@wilshirelawfir

Your Street Name, Number and Suite/Apt * 660 S. Figueroa Street, Sky

Your Mobile Phone Number

Your City * Los Angeles

Your Work Phone Number 213-381-9988

Your State * California

Your Zip/Postal Code * 90017

Court and Hearing Information

Court *
Santa Clara County Superior Court

Court Case Number *
23CV428021

Hearing Date *
08/13/2025

Hearing Time *
01:30
HH:MM

Hearing Location *
161 North First Street, San

Number of aggrieved employees *
1131

Net Amount to Aggrieved Employees *
62500.00

Gross settlement amount *
3250000.00

Gross penalty *
250000.00

Penalties to LWDA *
187500.00

Date of proposed settlement *
08/13/2025

Other PAGA Notices

Search for PAGA Case number

- [x] I have searched LWDA's database for other PAGA claims filed against the employer(s) named in my NEW PAGA Claim Notice.

- (●) There are no other PAGA claims which may be affected by this proposed settlement.
- ( ) The proposed settlement may affect other PAGA claims.

- [x] A Notice of Related Cases has been filed in all related actions.
- [ ] Plaintiff has provided copies of proposed settlement and moving papers to plaintiffs with claims that are affected by this proposed settlement agreement.
- [x] Plaintiff has submitted to LWDA the court complaint(s) on which this settlement is based.

Proposed Settlement and Other Documents

Proposed Settlement (must be .pdf or .xlsx) *
Choose File 1. 2025-07-...y Approval.pdf

Other Attachment (if any, must be .pdf or .xlsx)
Choose File 2025 07-21 ...NFORMED).pdf

Other Attachment (if any, must be .pdf or .xlsx) Remove
Choose File 2025-07-10 ... Approval.pdf

Other Attachment (if any, must be .pdf or .xlsx) Remove
Choose File 2025-07-10 ... Approval.pdf

Other Attachment (if any, must be .pdf or .xlsx) Remove

Choose File 2025-07-10 … Approval.pdf

Other Attachment (if any, must be .pdf or .xlsx) Remove

Choose File 2025-07-10 … Approval.pdf

Other Attachment (if any, must be .pdf or .xlsx) Remove

Choose File 2025-07-10 … Approval.pdf

Add Another Attachment

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

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

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

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

Previous Page Submit

Coley Hayes

From: no-reply@formassembly.com
Sent: Saturday, November 15, 2025 10:59 AM
To: Coley Hayes
Subject: Thank you for your Proposed Settlement Submission

11/15/2025 10:58:33 AM

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

Item submitted: Proposed Settlement

On 11/15/2025 10:58:33 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1018991-24

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:
https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Ccoley.hayes%40wilshirelawfirm.com%7Cc7ce2672270d4c9015b108de24791730%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C638988299662696104%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=7Y2wIgOa6GDccPv2iemR1ULz96SyqicC231Rg9PBfXA%3D&reserved=0

Exhibit 3

Wilshire Law Firm, PLC

Transaction Detail by Account

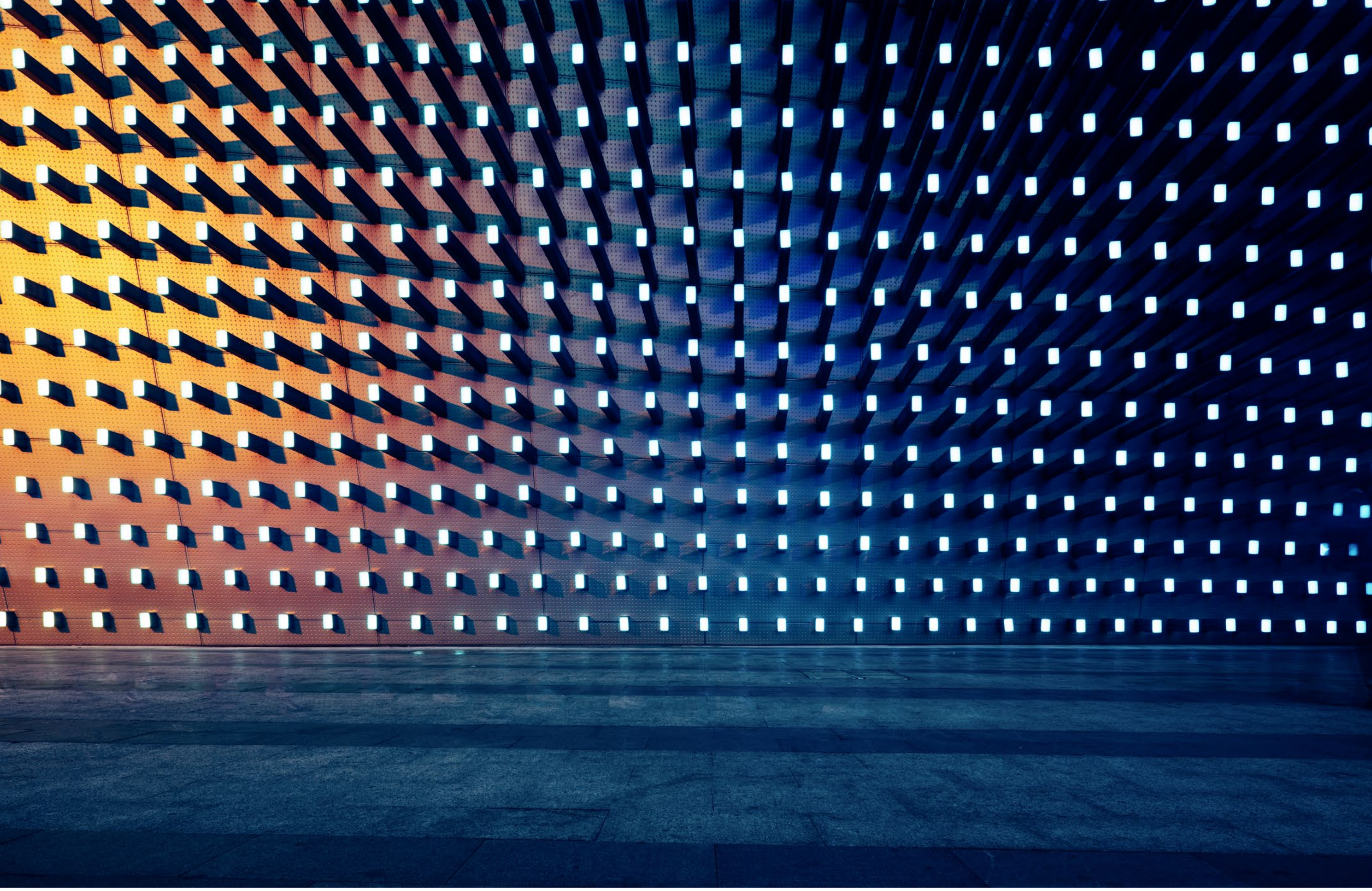
All Transactions

11/8/2024

Accrual Basis

Type	Date	Num	Memo	Description	Amount	Balance
COS						
Mediation Fees	06/25/2024	700475a	Mediation Fee - Cerveris Mediation	700475a-StatewideSafetySys(Perez).W&H-50% Mediation Fee sked...	$8,500.00	$ 8,500.00
Total MEDIATION FEES					$ 8,500.00	$ 8,500.00
Consultant Fees						
	11/13/2024	INV120927-01-01	Consultant Fee - USA Express Legal & Invest.	Asset Search	$ 1,573.00	$ 1,573.00
	11/15/2024	INV120928-01-01	Consultant Fee - USA Express Legal & Invest.	Asset Search	$ 2,210.00	$ 3,783.00
	11/19/2024	13384	Consultant Fee -Berger Consulting Group, LLC	10.10 hours of work	$ 6,565.00	$ 10,348.00
	5/15/2025	15192	Consultant Fee -Berger Consulting Group, LLC	0.80 hours of work	$ 360.00	$ 10,708.00
Total CONSULTANT FEES					$ 10,708.00	$ 10,708.00
Filing Fees						
	3/27/2024		Filing Fee - Department of Industrial Relations	PAGA Letter	$75.00	$ 75.00
	4/11/2024	74340	Service Fee - Valpro Attorney Services, LLC		$154.50	$ 229.50
	4/12/2024	74391	Valpro Attorney Services, LLC	File POS	$45.00	$ 274.50
	4/12/2024	74338	Service Fee - Valpro Attorney Services, LLC		$143.00	$ 417.50
	4/12/2024	74339	Service Fee - Valpro Attorney Services, LLC		$254.50	$ 672.00
	4/15/2024	74440	Valpro Attorney Services, LLC	File POS	$45.00	$ 717.00
	8/6/2024	23444388	Filing Fee - One Legal LLC	Civil Case Cov,Summ,Compl PA...	$465.54	$ 1,182.54
	9/26/2024		Document Purchase - Orange County Superior Court	Document Purchase	$15.00	$ 1,197.54
	11/27/2024	24229459	Filing Fee - One Legal LLC	Acknowl of Rec	$17.76	$ 1,215.30
	11/27/2024	24229528	Filing Fee - One Legal LLC	Acknowl of Rec	$17.76	$ 1,233.06
	11/27/2024	24231115	Filing Fee - One Legal LLC	CMS	$15.44	$ 1,248.50
	1/8/2025	24463754	Filing Fee - One Legal LLC	CMS	$17.50	$ 1,266.00
	5/5/2025	25310756	Filing Fee - One Legal LLC	SCS	$19.82	$ 1,285.82
	7/22/2025	25882482	Filing Fee - One Legal LLC	Stip & Ord	$41.51	$ 1,327.33
	7/23/2025	25877703	Filing Fee - One Legal LLC	Declaration	$25.75	$ 1,353.08
	03/01/2024	22334693	Filing Fee - One Legal LLC	Complaint Filing	$1,495.04	$ 2,848.12
	04/12/2024	74373	Valpro Attorney Services, LLC	File POS	$45.00	$ 2,893.12
	Future		Filing Fee - One Legal LLC	Motion for Final Approval	$100.00	$ 2,993.12
	Future		Filing Fee - One Legal LLC	Compliance Declaration	$25.00	$ 3,018.12
Total FILING FEES					$ 3,018.12	$ 3,018.12
Other Costs						
	9/23/2024	E-3240820	Docusign envelope		$ 1.89	$ 1.89
Total OTHER COSTS					$ 1.89	$ 1.89
TOTAL					**$ 22,228.01**	**$ 22,228.01**

Exhibit 4



ELM Solutions

2022 Real Rate Report®

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

Wolters Kluwer

Table of Contents - 2022 Real Rate Report

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 factors[1] that drive rates[2]:

Attorney location - Lawyers in urban and major metropolitan areas tend to charge more when compared with lawyers in rural areas or small towns.

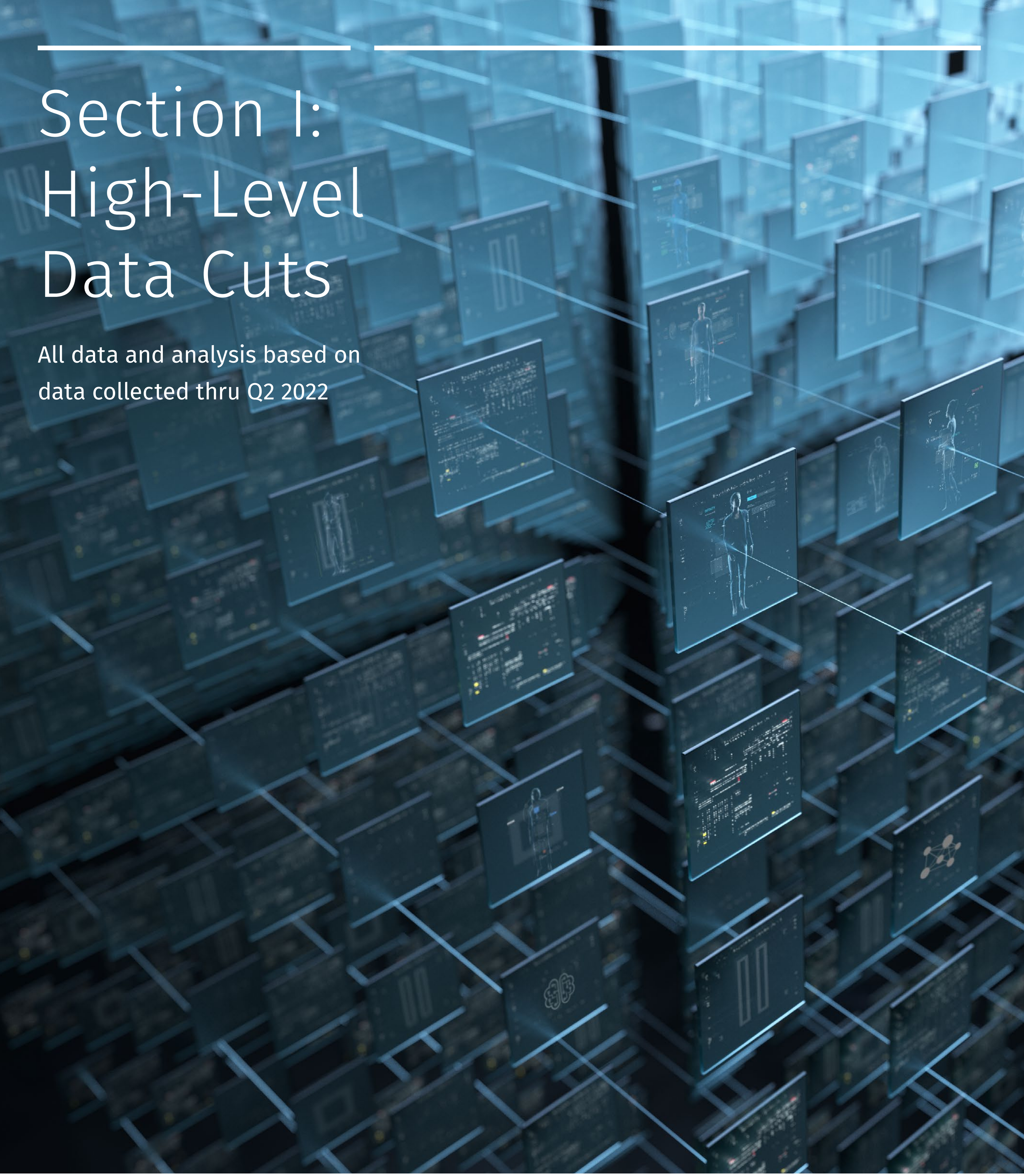
Litigation complexity - The cost of representation will be higher if the case is particularly complex or time-consuming; for example, if there are a large number of documents to review, many witnesses to depose, and numerous procedural steps, the case is likely to cost more (regardless of other factors 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

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**

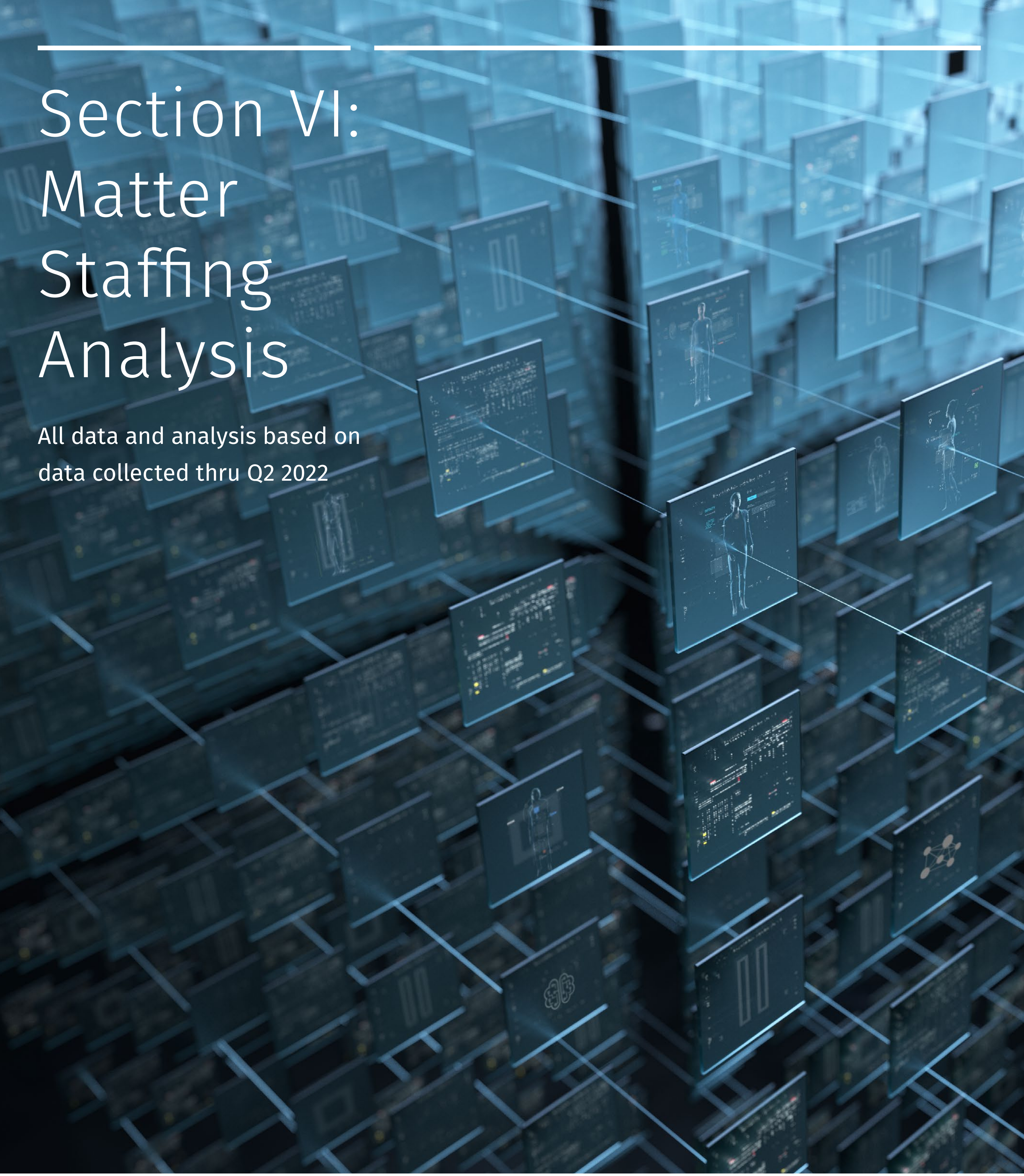
City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	3 to Fewer Than 7 Years	15	$270	$325	$360	$318	$295	$283
	7 or More Years	28	$292	$334	$391	$333	$312	$302
Los Angeles CA	Fewer Than 3 Years	63	$429	$595	$654	$556	$524	$488
	3 to Fewer Than 7 Years	144	$486	$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



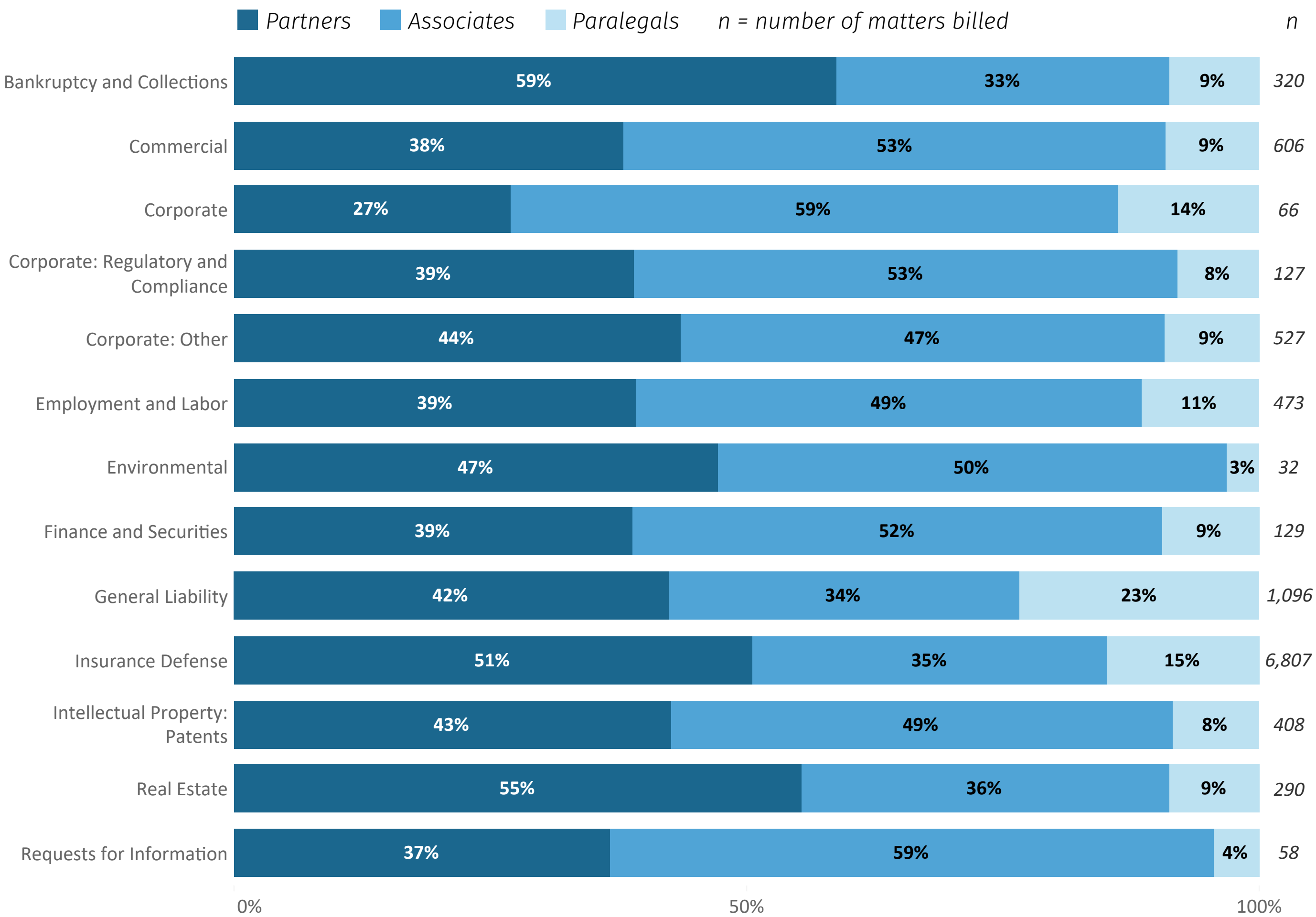
Section VI: Matter Staffing Analysis

All data and analysis based on data collected thru Q2 2022

Section VI: Matter Staffing Analysis

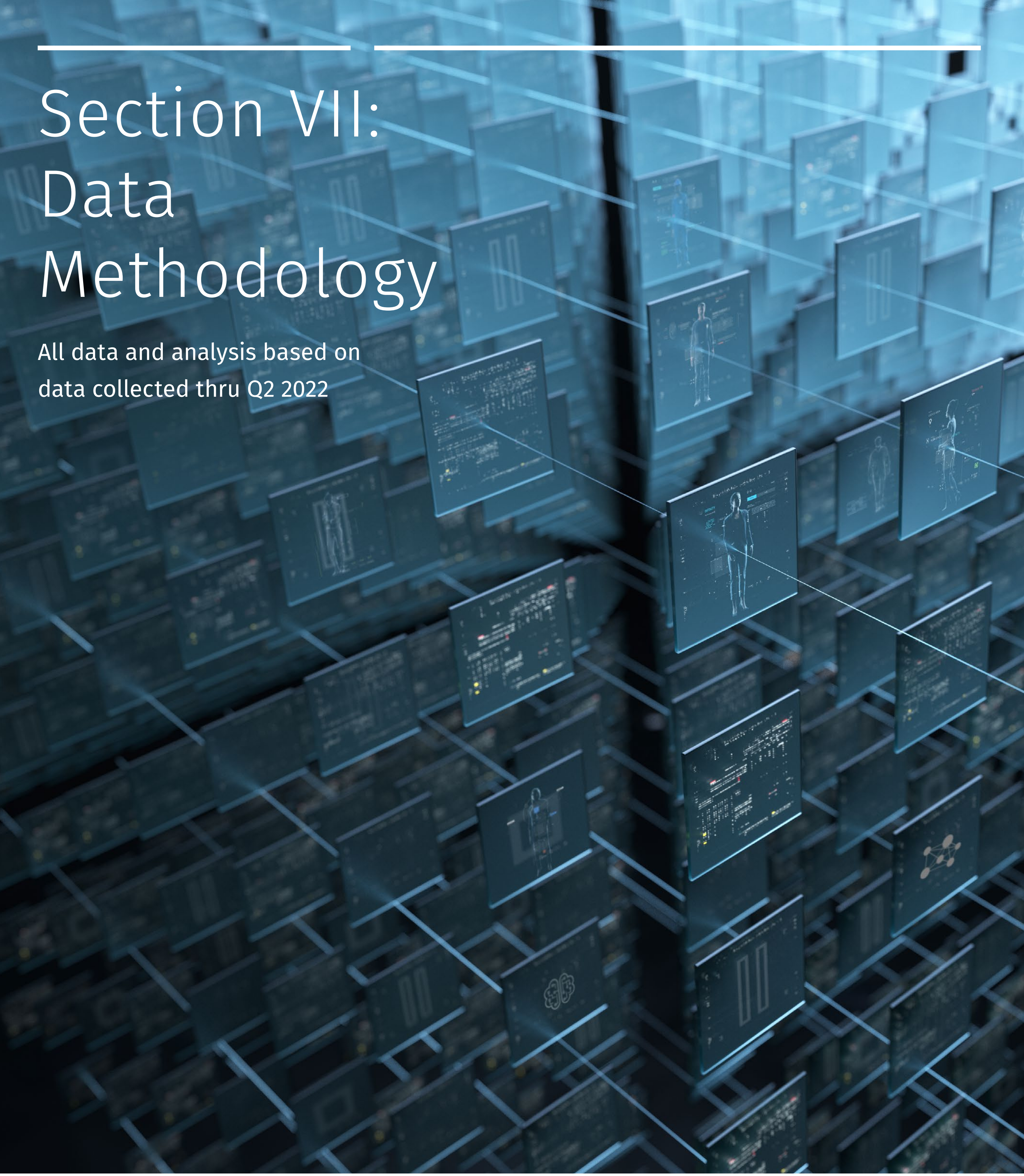
Long Litigation Matters, More Than 100 Total Hours Billed

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

Corporate[1]

Antitrust and Competition
Corporate Development
General/Other
Governance
Information and Technology
Mergers, Acquisitions, and Divestitures
Partnerships and Joint Ventures
Regulatory and Compliance
Tax
Treasury
White Collar/Fraud/Abuse

Employment and Labor

ADA
Agreements
Compensation and Benefits
Discrimination, Retaliation, and Harassment/EEO
Employee Dishonesty/Misconduct
ERISA
General/Other
Immigration
Union Relations and Negotiations/NLRB
Wages, Tips, and Overtime
Wrongful Termination

Environmental

General/Other
Health and Safety
Superfund
Waste/Remediation

Finance and Securities

Commercial Loans and Financing
Debt/Equity Offerings
Fiduciary Services
General/Other
Investments and Other Financial Instruments
Loans and Financing
SEC Filings and Financial Reporting
Securities and Banking Regulations

General Liability

Asbestos/Mesothelioma
Auto and Transportation
Consumer Related Claims
Crime, Dishonesty and Fraud
General/Other
Personal Injury/Wrongful Death
Premises
Product and Product Liability
Property Damage
Toxic Tort

1 All references to “Corporate: General/Other” in the Real Rate Report are the aggregation of all Corporate sub-areas excluding the Mergers, Acquisitions, and Divestitures sub-area and the Regulatory and Compliance sub-area.

Exhibit 5

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.

00:00:00

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

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

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

Documents

Trustee's Objection

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