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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

ALI ABID-CASTELO, individually, on behalf of
all others similarly situated,

Plaintiff,

v.

ITW FOOD EQUIPMENT GROUP LLC, a
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24CV065981

**CLASS AND REPRESENTATIVE PAGA
ACTION**

*[Assigned to: Hon. Somnath Raj Chatterjee,
Dept. 21]*

**DECLARATION OF BENJAMIN H.
HABER IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

FINAL APPROVAL HEARING

Date: November 25, 2025

Time: 2:30 p.m.

Dept: 21

Reservation ID: 924764984611

Complaint filed: February 29, 2024

FAC filed: August 29, 2025

Trial Date: Not set.

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I, Benjamin H. Haber, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Partner at Wilshire Law Firm, PLC (“WLF”), counsel of record for Plaintiff Ali Abid-Castelo (“Plaintiff”). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. This Declaration is submitted in support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

CASE BACKGROUND

2. This is a wage and hour class and Private Attorneys General Act (“PAGA”) (Cal. Lab. Code §§ 2699, *et seq.*) representative action. Plaintiff and the putative class members worked in California in a non-exempt position California for Defendant ITW Food Equipment Group LLC (“Defendant,” and together with Plaintiff, the “Parties”) during the class period. Defendant manufactures and provides aftermarket service of commercial, industrial, and retail food service equipment used for food preparation, storage, production and clean-up.

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

4. On February 29, 2024, Plaintiff filed a Class Action against Defendant for: (1) failed to pay minimum and straight time wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to timely pay final wages at termination; (6) failed to provide accurate itemized wage statements; (7) failed to indemnify employees for expenditures; and (8) violated California's Unfair Competition Law, California Business and Professions Code section 17200, *et seq.* On March 26, 2024,

1 pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave notice to the LWDA and Defendant
2 that Plaintiff intended to proceed with a representative action under PAGA through the PAGA
3 Notice. (*Id.*)

4 5. On May 10, 2024, Defendant removed the case to the United States District Court,
5 Northern District of California. On June 6, 2024, following meet and confer discussions with
6 Plaintiff, Defendant withdrew its notice of removal, and, on June 12, 2024, the federal court issued
7 an order remanding the case back to the Alameda Superior Court.

8 6. On August 21, 2025, Plaintiff filed a First Amended Complaint against Defendant
9 adding a claim for civil penalties under PAGA.

10 DISCOVERY, INVESTIGATION, AND SETTLEMENT

11 7. Following the filing of the initial complaint, the Parties exchanged documents and
12 information before mediating this action. Defendant produced a sample of time and pay records
13 for Class Members. Defendant also provided documents of its wage and hour policies and practices
14 during the class period, and information regarding the total number of current and former
15 employees in its informal discovery responses.

16 8. After reviewing documents regarding Defendant's wage and hour policies and
17 practices and analyzing Defendant's timekeeping and payroll records, Class Counsel was able to
18 evaluate the probability of class certification, success on the merits, and Defendant's maximum
19 monetary exposure for all claims. Class Counsel also investigated the applicable law regarding
20 the claims and defenses asserted in the litigation. Class Counsel reviewed these records and
21 prepared a damage analysis prior to mediation. This extensive investigation and discovery allowed
22 Class Counsel to act intelligently and effectively in negotiating the Settlement.

23 SETTLEMENT NEGOTIATIONS

24 9. On April 4, 2025, the Parties participated in private mediation with experienced
25 class action mediator Monique Ngo-Bonnici, Esq. With the assistance of the mediator, the Parties
26 were able to reach an agreement on general settlement terms at mediation.

27 10. After extensive negotiations and discussions regarding the strengths and
28 weaknesses of Plaintiff's claims and Defendant's defenses, the Parties reached a settlement on

1 August 21, 2025, the material terms of which are encompassed within the Settlement Agreement.
2 Attached as **Exhibit 1** is a true and correct copy of the Class Action and PAGA Settlement
3 Agreement and Class Notice (the “Settlement” or “Settlement Agreement”).

4 11. Class Counsel submitted the proposed Settlement to the LWDA before filing the
5 Motion for Preliminary Approval.

6 12. Wilshire Law Firm, PLC requested several bids from experienced class action
7 settlement administrators to handle the responsibilities of the Settlement Administrator under this
8 Settlement. The Parties accepted the bid of ILYM Group, Inc. (“ILYM”). ILYM has multiple
9 years of experience in the field of Class Action Administration, particularly in the wage and hour
10 arena. In its bid, ILYM agreed to cap its costs at \$7,750.00 for 301 Class Members. ILYM’s bid
11 accounts for Notice in English and Spanish. A true and correct copy of the bid is attached hereto
12 as **Exhibit 2**.

13 13. Plaintiff does not have any interest, financial or otherwise, in the proposed third-
14 party administrator, ILYM.

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

18 15. Wilshire Law Firm, PLC has no fee-splitting agreement with any other counsel in
19 this case.

20 THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

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

27 17. Based on an analysis of the facts and legal contentions in this case, documents and
28 information from Defendant, Wilshire Law Firm, PLC evaluated Defendant’s maximum exposure.

1 We took into account the risk of not having the claims certified and the risk of not prevailing at
2 trial, even if the claims are certified. After using the data Defendant provided, including Class
3 Member timekeeping and payroll records, as well as Class Member demographics (i.e., the number
4 of Class Members, workweeks, and average total compensation of the class), with the assistance
5 of a statistics expert, my team created a damages model to evaluate the realistic range of potential
6 recovery for the class. The damages model is based on the following benchmarks:

7 Total Class Members: 301

8 Terminated Class Members during 3-year statute of limitations period: 156

9 Total Workweeks: 30,000

10 PAGA Pay Periods: 6,115

11 PAGA Eligible Employees: 200

12 Avg. Hourly Rate: \$33.35

13 18. Based on Plaintiff's discovery and investigation, Class Counsel reached the
14 conclusion that Defendant had a policy and practice of: requiring its employees to work "off-the-
15 clock" prior to clocking in for the workday, during meal periods, and after clocking out for the
16 workday, time which it did not pay for; not providing its employees with California compliant
17 meal and rest periods, which it did not pay appropriate premiums for; and failing to reimburse its
18 employees for business-related expenses. Defendant denies these claims.

19 19. Plaintiff alleges that Defendant failed to pay for all hours worked, including
20 minimum, straight time, and overtime wages, by requiring Class Members to work off-the-clock,
21 unpaid. For purposes of calculating Defendant's liability based on a best-case scenario for Plaintiff
22 and the Class, we estimate that Defendant's maximum potential exposure by assuming that all
23 unpaid work time should have been paid at the overtime rate, not minimum or straight time wages
24 and we assumed that Defendant is liable for 1 hour of unpaid worktime per workweek. This results
25 in an estimate of \$3,001,500 (30,000 workweeks * \$33.35 hourly rate * 1.5 overtime rate * 2 hour
26 of unpaid work per workweek), but we discounted this figure by 80% to account for the difficulty
27 of prevailing on a motion for class certification and a trial on the merits because liability depends
28 on whether Defendant knew or should have known that Class Members were working off-the-

1 clock, yielding a realistic damage estimate of \$600,300.¹

2 20. With respect to the meal period claim, Plaintiff alleges that Defendant required their
3 and similarly situated Class Members to either work in lieu of taking meal periods, or their meal
4 periods were untimely or interrupted. Our expert analyzed Defendant's timekeeping records and
5 opined that approximately 9.1% of all meal breaks had violations of short, missed, or no meal
6 periods (accounting for waivable shifts). Potential liability for the meal period claim is
7 \$437,018.40 (30,000 workweeks * 4.8 average shifts per workweek * \$33.35 * 9.1%). We
8 discounted this figure by 80% to account for the difficulty of certifying and proving meal period
9 claims, as well as Defendant's contention that the claim lacks merit, particularly in light of its
10 numerous meal period premium payments, yielding a realistic damage estimate of \$87,403.68.

11 21. With respect to the rest period claim, Plaintiff alleges that Defendant required them
12 and similarly situated Class Members to work in lieu of taking rest periods, or their rest periods
13 were interrupted. Assuming a 50% violation rate for the class period based on Plaintiff's and other
14 Class Members' experience working for Defendant, Defendant's potential liability for the rest
15 period claim is \$2,401,200 (30,000 workweeks * 4.8 average shifts per workweek * \$33.35 * 50%);
16 however, we discounted this figure by 80% to account for the difficulty of certifying and proving
17 rest period claims, particularly because rest periods do not have to be recorded, and to account for
18 the possibility of Class Members voluntarily choosing to forego a rest period, yielding a realistic
19 damage estimate of \$480,240.00.

20 22. Plaintiff also allege that Defendant failed to reimburse necessary business expenses.
21 Defendant's employees (including Plaintiff) were frequently required to use their personal cell
22 phones to communicate with their supervisors and managers about work-related duties and were
23 additionally required to purchase their own basic supplies. For purposes of calculating Defendant's
24 liability based on a best-case scenario for Plaintiff and the Class, we estimated that Defendant was
25 liable to each Class Member for \$50 per month, or \$12.50 per workweek, in unreimbursed

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

1 expenses, for a total amount of \$375,000.00 ($\$12.50 * 30,000$); however, we discounted this figure
2 by 80% to account for the difficulty of certifying and proving expense reimbursement claims,
3 particularly in light of written policies and practices providing a mechanism for Class Member's
4 to seek reimbursement, yielding a realistic damage estimate of \$75,000.00.

5 23. In sum, we estimated that Plaintiff's maximum recovery for claims described above
6 is \$6,214,718.40, but, after factoring in the risk and uncertainty of prevailing at certification and
7 trial, we estimate that Plaintiff's realistic estimated recovery for the non-penalty claims is
8 \$1,242,943.68.

9 24. With respect to Plaintiff's derivative claims for statutory and civil penalties,
10 Plaintiff estimated that Defendant's realistic potential liability is \$3,280,963.00. While
11 Defendant's maximum potential liability for: waiting time penalties is \$1,326,663.00 based on
12 approximately 156 terminated Class Members during the 3-year statute of limitations period (156
13 $* \$33.35 * 8.5 \text{ hours} * 30 \text{ days}$); inaccurate wage statements is \$1,322,800.00 based on
14 approximately 200 Class Members who worked approximately 13,328 pay periods within the 1-
15 year statute of limitations period ($\$50 * 200 + \$100 * 13,128$); and PAGA violations is \$611,500.00
16 based on the Court assessing a \$100 penalty for initial violations for all 6,115 pay periods within
17 the 1-year statute of limitations period, we believe that it would be unrealistic to expect the Court
18 to award the full \$3,260,963 in penalties given Defendant's defenses, the contested nature of
19 Plaintiff's claims, and the discretionary nature of penalties. Considering that the underlying claims
20 are realistically estimated to be \$1,242,943.68, such a disproportionate award would also raise due
21 process concerns. Weighing these factors and applying a discount of 80% to account for the risk
22 and uncertainty of prevailing at trial and the Court's discretionary ability to lower penalties, we
23 arrived at \$652,192.60 for statutory and civil penalties.

24 25. Using these estimated figures, Plaintiff predicted that the realistic maximum
25 recovery for all claims, including penalties, would be \$1,895,136.28. This means that the
26 \$1,400,000.00 settlement figure represents approximately 74% of the realistic maximum recovery
27 ($\$1,400,000.00 / \$1,895,136.28 = 73.9\%$). Considering the risk and uncertainty of prevailing at
28

1 class certification and at trial, this is an excellent result for the Class.² Indeed, because of the
2 proposed Settlement, Class Members will receive timely, guaranteed relief and will avoid the risk
3 of an unfavorable judgment.

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

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

15 28. The Net Settlement Amount available for Class Member settlement payments is
16 estimated to be \$799,750.00, for a class of 301 persons.³ As a result, each Settlement Class
17 Member is eligible to receive an average net benefit of approximately \$2,656.98

18 29. The proposed Settlement of \$1,400,000.00, therefore, represents a substantial
19 recovery when compared to Plaintiff's reasonably forecasted recovery. When considering the risks
20 of litigation, the uncertainties involved in achieving class certification, the burdens of proof
21 necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that the
22 settlement amount of \$1,400,000.00 is within the "ballpark" of reasonableness, and preliminary
23 settlement approval is appropriate.

24 ² See, e.g., *Wise v. Ulta Salon, Cosmetics & Fragrance, Inc.* (E.D. Cal. Aug. 21, 2019) 2019 WL 3943859 at
25 *8 (granting preliminary approval where the proposed allocation to settle class claims was between 9.53 percent of
26 Plaintiffs' maximum recovery); *Bravo v. Gale Triangle, Inc.* (C.D. Cal. Feb 16, 2017) 2017 WL 708766 at * 10
27 (finding that "a settlement for fourteen percent recovery of Plaintiffs' maximum recovery is reasonable"); *In re*
28 *Omnivision Techs., Inc.* (N.D. Cal. 2008) 559 F.Supp.2d 1036, 1042 (approving settlement amount that "is just over
9% of the maximum potential recovery asserted by either party.").

³ The Net Settlement Amount is: \$1,400,000.00 minus \$490,000 for Class Counsel's attorneys' fees, minus
\$40,000.00 for Class Counsel's litigation expenses, minus \$7,750.00 in administration costs, minus \$52,500.00 for
the PAGA payment, and minus \$10,000.00 for the class representative service awards to named Plaintiff.

1 ENHANCEMENT AWARDS FOR PLAINTIFF IS REASONABLE

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

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

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

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

28 ///

1 34. In the final analysis, this class action would not have been possible without the aid
2 of Plaintiff, who put his own time and effort into this litigation, sacrificed the value of his own
3 individual claims, and placed himself at risk for the sake of the Class Members. The requested
4 enhancement awards for Plaintiff for their service as the class representative and for their general
5 releases of all individual claims is a relatively small amount of money when the time and effort
6 put into the litigation are considered and in comparison to enhancements granted in other class
7 actions. The requested incentive awards are therefore reasonable to compensate Plaintiff for their
8 active participation in this lawsuit.

9 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

10 35. The settlement provides for attorneys' fees and costs to Class Counsel in an amount
11 up to 35% of the Gross Settlement Amount, for a maximum fees award of \$490,000.00, plus
12 reasonable litigation expenses of up to \$40,000.00.

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

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

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

28 39. Because most individuals cannot afford to pay for representation in litigation on an

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

9 PLAINTIFF'S COUNSEL'S EXPERIENCE AND QUALIFICATIONS

10 40. Plaintiff is represented by Wilshire Law Firm, PLC. The attorneys at WLF
11 performed significant work and expended litigation costs in prosecuting this matter with no
12 guarantee of payment.

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

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

22 43. I am a Partner at Wilshire Law Firm, PLC. I graduated from the University of
23 California, Los Angeles, with a Bachelor of Arts in Political Science, and received his Juris Doctor
24 from the University of California, Hastings College of the Law (now the University of California
25 College of Law, San Francisco) in 2016. During law school, I was a member of the executive
26 board for the *Hastings Law Journal* and student mediator at the San Francisco Superior Court,
27 Small Claims Division; and a managing editor for *SCOCAblog*, which continues to be a leading
28 online publication for analysis regarding trends and cases before the California Supreme Court.

1 Since graduating from law school, I have focused my legal work primarily on wage-and-hour
2 litigation and has helped obtain dozens of settlements on behalf of tens of thousands of workers in
3 California. I was also selected as a “Southern California Rising Star” in 2024 and 2025.

4 44. I have been appointed as class counsel in numerous wage-and-hour cases
5 throughout California. Below is a non-exhaustive list of cases where I was appointed as class
6 counsel or myself and other members of my firm were appointed as class counsel:

- 7 a. *Colter v. Propulsion Controls Engineering*, San Diego County, Case No. 37-
8 2020-00030682-CU-OE-CTL; Motion for Final Approval granted on October
9 28, 2022.
- 10 b. *Rodriguez v. Modesto Restaurant Group, LLC*, Stanislaus County, Case No. CV-
11 21-000269; Motion for Final Approval granted on January 10, 2023.
- 12 c. *Kingsbury v. Caravan Foods II, Inc.*, Alameda County, Case No. RG21096357;
13 Motion for Final Approval granted on January 31, 2023.
- 14 d. *Frias-Estrada v. Trek Retail Corporation*, Contra Costa County, Case No.
15 MSC20-01916; Motion for Final Approval granted on March 3, 2023.
- 16 e. *Varez v. Valley Connection, LLC dba Carl’s Jr.*, Merced County, Case No.
17 22CV-00985; Motion for Final Approval granted on April 27, 2023.
- 18 f. *Reyes v. Everytable, PBC, et al.*, Los Angeles County, Case No. 21STCV35987;
19 Motion for Final Approval granted on May 3, 2023.
- 20 g. *Ortiz v. Tara Materials, Inc.*, San Diego County, Case No. 37-2021-0001473-
21 CU-OE-CTL; Motion for Final Approval granted on May 30, 2023.
- 22 h. *Cruz-Sanchez v. Eagle Lath & Plaster, Inc.*, Sacramento County, Case No. 34-
23 2021-00293739-CU-OE-GDS; Motion for Final Approval granted on May 30,
24 2023.
- 25 i. *Garduno v. New Generation Framing, Inc., et al.*, Stanislaus County, Case No.
26 CV-21-000544; Motion for Final Approval granted on August 11, 2023.
- 27 j. *Hernandez, et al. v. Burford Farming Company, Inc.*, Fresno County, Case No.
28 21CECG03817; Motion for Final Approval granted on August 21, 2023.

- 1 k. *Barajas v. Final Phase Construction, Inc.*, San Bernardino County, Case No.
2 CIVSB2118622; Motion for Final Approval granted on September 13, 2023.
- 3 l. *Jaimes, et al. v. Infiniti Health LLC*, Los Angeles County, Case No.
4 22STCV07261; Motion for Final Approval granted on October 17, 2023.
- 5 m. *Nunez v. Gabriel Container*, Los Angeles County, Case No. 21STCV09787;
6 Motion for Final Approval granted on November 2, 2023.
- 7 n. *Gutierrez v. Next Level Door & Millwork, Inc.*, Riverside County, Case No.
8 CVRI2105455; Motion for Final Approval granted on January 11, 2024.
- 9 o. *Lupercio v. Western CNC, Inc.*, San Diego County, Case No. 37-2021-
10 00010314-CU-OE-CTL; Motion for Final Approval granted on January 26,
11 2024.
- 12 p. *Jackson, et al. v. Apple Valley Communications, Inc., et al.*, San Bernardino
13 County, Case No. CIVSB2124721; Motion for Final Approval granted on
14 February 1, 2024.
- 15 q. *Cuadras, et al. v. Guinn Corporation*, Kern County, Case No. BCV-21-101520;
16 Motion for Final Approval granted on February 22, 2024.
- 17 r. *Canton, et al v. John B. Sanfilippo & Sons, Inc.*, Merced County, Case No. 22-
18 CV-01145; Motion for Final Approval granted on March 15, 2024.
- 19 s. *Williams v. Total Longterm Care, Inc., et al.*, San Bernardino County, Case No.
20 CIVSB2213347; Motion for Final Approval granted on April 2, 2024.
- 21 t. *Williams, et al v. Eisenhower Medical Center*, Riverside County, Case No.
22 RIC1905151; Motion for Final Approval granted on April 18, 2024.
- 23 u. *Espinoza v. Delallo's Italian Foods, Inc.*, Butte County, Case No. 21CV02640;
24 Motion for Final Approval granted on April 24, 2024.
- 25 v. *Meza v. Argus Management Company, LLC, et al.*, Los Angeles County, Case
26 No. 21STCV31612; Motion for Final Approval granted on May 20, 2024.
- 27 w. *Wade v. Mallory Safety and Supply LLC*, Siskiyou County, Case No.
28 23CV00951; Motion for Final Approval granted on July 11, 2024.

- x. *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.
- y. *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.
- z. *Hayes, et al. v. Gonzales Park, LLC, et al.*, Butte County, Case No. 21CV02456; Motion for Final Approval granted on May 1, 2024.
- aa. *Arias v. The Shyft Group GTB, LLC, et al.*, Los Angeles County, Case No. 22STCV37390; Motion for Final Approval granted on December 3, 2024.
- bb. *Hernandez v. KW California, et al.*, Kern County, Case No. BCV-23-100346; Motion for Final Approval Granted on December 4, 2024.
- cc. *Barajas Maya v. United Facilities Group, Inc., et al.*, Santa Clara County, Case No. 22CV397353; Motion for Final Approval granted on November 22, 2024.

45. The reasonableness of my firm's hourly rates is also supported by several surveys of legal rates, including the following:

- a. The 2022 Real Rate Report survey compiled by Wolters Kluwer, which presents the real market rates of Los Angeles area attorneys who practice litigation. For that category, the third quartile 2022 rate was \$1,045 per hour for partners and \$855 for associates. Likewise, page 32 of the Report describes the rates charged by 183 Los Angeles partners with "21 or more years of experience" and "Fewer than 21 years." For those categories, the third quartile Los Angeles partner rate in 2022 were \$1,133 per hour for 21 or more years and \$1,075 for attorneys with fewer than 21 years. A true and correct copy of portions of the 2022 Real Rate Report is attached hereto as **Exhibit 3**.
- b. In an article entitled "Big Law Rates Topping \$2,000 Leave Value 'In Eye of Beholder,'" written by Roy Strom and published by Bloomberg Law on June 9, 2022, the author describes how Big Law firms have crossed the \$2,000-per hour rate. The article also notes that law firm rates have been increasing by

1 just under 3% per year. A true and correct copy of this article is attached
2 hereto as **Exhibit 4**.

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

12 47. Alan Wilcox is a Senior Attorney at Wilshire Law Firm, PLC. He graduated from
13 the University of California, Berkeley in 2007, and graduated from Pepperdine University's School
14 of Law and became a member of the California State Bar in 2012. Throughout his career, Alan
15 has represented clients in both state and federal Courts in a wide variety of matters, including
16 contract disputes, wrongful foreclosure, unlawful detainer, divorce, product defect, tort, and
17 employment matters. From 2014 to the present, he has exclusively practiced complex civil
18 litigation representing plaintiff employees in employment matters. He has handled both individual
19 wrongful discharge and collective wage and hour actions, with the class action and PAGA matters
20 including *Flores v. Aqua Terra Culinary, Inc.*, Monterey Superior Court Case No. 17CV002672,
21 *Garcia v. Construction Innovations Group, LLC*, Sacramento Superior Court Case No. 34-2020-
22 00285239, *Kim v. Sheraton Operating Corp.*, Central District of California Case No. 2:17-cv-
23 09247-FMO-E, *Pease v. Wattrans, Inc.*, San Bernardino Superior Court Case No. CIVDS1919832,
24 and *Lachman v. Berlitz Languages, Inc.*, Los Angeles Superior Court Case No. 19STCV01533,
25 among others.

26 48. Justin F. Marquez is a former Senior Partner at Wilshire Law Firm, PLC who was
27 actively involved in the litigation and resolution of this matter from its inception through December
28 2024. He graduated from University of California, Los Angeles's College Honors Program in

1 2004 with Bachelor of Arts degrees in History and Japanese, *magna cum laude* and *Phi Beta*
2 *Kappa*. His practice focused primarily on advocating for the rights of consumers and employees
3 in class action litigation and appellate litigation. He received numerous awards for his legal work:
4 from 2017 to 2020, Super Lawyers selected him as a “Southern California Rising Star,” and from
5 2022 to 2025, he was selected as a “Southern California Super Lawyer”; he was selected as one of
6 the “Best Lawyers in America” from 2023 to 2025; and in 2024, he, along with his colleagues at
7 Wilshire Law Firm, PLC, received a CLAY (California Lawyer Attorneys of the Year) award for
8 their work on a false advertising case against Apple which ultimately led to a \$25 million
9 settlement. He also was selected to speak at multiple CELA conferences throughout his career –
10 in 2019, he spoke on the topic of manageability of class actions at CELA’s 2019 Advanced Wage
11 & Hour Seminar, and in 2024, he spoke on the topic of dealings with multiple cases against the
12 same defendant at CELA’s 2024 Advanced Wage & Hour Seminar. He served as lead or co-lead
13 in negotiating class action settlements worth over \$10 million in gross recovery to class members
14 for each year since 2020, including over \$37.5 million in 2022 and over \$75 million in 2023

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

17 Executed on September 23, 2025, in Los Angeles, California.

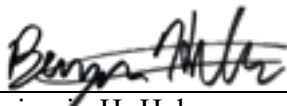
18
19 
20 _____
Benjamin H. Haber

Exhibit 1

WILSHIRE LAW FIRM

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

ALI ABID-CASTELO, individually, on
behalf of all others similarly situated, the State
of California, and other aggrieved persons,

Plaintiff,

v.

ITW FOOD EQUIPMENT GROUP, LLC, a
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 24CV065981
Assigned to: Hon. Somnath Raj Chatterjee,
Dept. 21
Complaint filed: February 29, 2024
Trial Date: Not set.

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
between Plaintiff Ali Abid-Castelo (“Plaintiff”) and Defendant ITW Food Equipment Group LLC
(“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or

individually as “Party.”

1. **DEFINITIONS.**

1.1 “Action” means Plaintiff’s lawsuit alleging class action wage and hour violations against Defendant captioned *Ali Abid-Castelo v. ITW Food Equipment Group, LLC* [sic], Alameda County Superior Court Case No. 24CV065981, filed on February 29, 2024.

1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4 “Aggrieved Employee” means all current and former employees of Defendant who worked for Defendant in a non-exempt position in California at any time during the PAGA Period.

1.5 “Class” means all current and former employees of Defendant, who worked for Defendant as non-exempt employees in California at any time during the Class Period.

1.6 “Class Counsel” means Benjamin Haber, Chase Stern, Alan Wilcox, and Bradford Smith of Wilshire Law Firm, PLC.

1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request approval from the Court of up to thirty-five percent (35%) of the GSA (currently estimated to total \$490,000.00) as attorneys’ fees.

1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, to be paid from the Gross Settlement Amount.

1.9 “Class Data” means Class Member identifying information in Defendant’s possession, custody, or control, consisting of the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.

1.10 “Class Member” means a member of the Class, as either a Participating Class Member

or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

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

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

1.13 “Class Period” or “Class Settlement Period” means the period from February 29, 2020, through July 5, 2025.

1.14 “Class Representative(s)” means the named Plaintiff in the Action.

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

1.16 “Court” means the Superior Court of California, County of Alameda.

1.17 “Defendant” means named Defendant ITW Food Equipment Group LLC.

1.18 “Defense Counsel” means Amanda C. Sommerfeld and Aileen H. Kim of Jones Day.

1.19 “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

of the Settlement.

1.22 “Gross Settlement Amount” or “GSA” means \$1,400,000.00, which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 9 below.

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

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

1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval of the Settlement.

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

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

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

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

1.30 “Operative Class Complaint” means the operative class action complaint filed in the Class Action.

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

1.32 “PAGA Notice” means Plaintiff’s March 26, 2024, letter (LWDA-CM-1018644-24) to the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.33 “PAGA Pay Period” means any pay period during which an Aggrieved Employee

worked for Defendant for at least one day during the PAGA Period.

1.34 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$70,000.00), allocated 25% to the Aggrieved Employees (\$17,500.00) and 75% to LWDA (\$52,500.00) in settlement of PAGA claims.

1.35 “PAGA Period” means the period from March 26, 2023, through July 5, 2025.

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

1.37 “Plaintiff” means Ali Abid-Castelo, the named plaintiff in the Action.

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

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

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

1.41 “Released Parties” means Defendant and its parents, subsidiaries, affiliated entities, assigns, and successors, and each of their respective officers, employees, directors, shareholders, owners, agents, managers, and joint venturers, or any individual or entity which could be jointly liable with Defendant, and all persons or entities acting by, through, under, or in concert with any of them.

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

1.43 “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fifteen (15) calendar days beyond the Response Deadline has expired.

1.44 “Settlement” means the disposition of the Action effected by this Agreement and the

1 Judgment.

2 1.45 “Workweek” means any week during which a Class Member worked for Defendant for
3 at least one day during the Class Period.

4 2. **RECITALS.**

5 2.1 On February 29, 2024, Plaintiff filed the Class Action alleging Defendant (1) failed to
6 pay minimum and straight time wages; (2) failed to pay overtime wages; (3) failed to provide
7 meal periods; (4) failed to authorize and permit rest periods; (5) failed to timely pay final wages
8 at termination; (6) failed to provide accurate itemized wage statements; (7) failed to indemnify
9 employees for expenditures; and (8) violated California’s Unfair Competition Law, California
10 Business and Professions Code section 17200, *et seq.* On March 26, 2024, pursuant to Labor Code
11 §2699.3, subd.(a), Plaintiff gave notice to the LWDA and Defendant that Plaintiff intended to
12 proceed with a representative action under PAGA through the PAGA Notice. In connection with
13 this Settlement, the Parties have agreed that Plaintiff will file an amended complaint alleging
14 claims for penalties pursuant to Labor Code § 2699, *et seq.*

15 2.2 Defendant denies the allegations in the Action, denies any failure to comply with the
16 laws identified in the Action, and denies any and all liability for the causes of action alleged in
17 the Action.

18 2.3 On April 4, 2025, the Parties participated in an all-day mediation presided over by
19 mediator Monique Ngo-Bonnici, Esq. With the help of the Mediator, the Parties were able to
20 reach an agreement on general settlement terms at mediation.

21 2.4 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
22 and law relevant to the Action. Prior to mediation, Plaintiff also obtained and analyzed a
23 representative sampling of time and payroll data for Class Members and the necessary policy
24 documents through informal discovery to properly evaluate the strengths and weakness of the
25 claims and engage in meaningful settlement discussions. Plaintiff’s investigation was sufficient
26 to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48
27 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-
28 130 (2008) (“*Dunk/Kullar*”).

1 2.5 The Court has not granted class certification because the Parties engaged in mediation
2 before any class certification.

3 2.6 Defense Counsel has informed Class Counsel of the existence of a separately filed
4 matter, *Raphael L. Bamezon v. ITW Food Equipment Group LLC*, Alameda Superior Court Case
5 Number 25CV106865, filed on or about January 14, 2025, after this action (“*Bamezon*”). Defense
6 Counsel asserts that the Complaint initially filed in the *Bamezon* action included class claims
7 which overlapped to some degree with the claims in this action, but that those *Bamezon* class
8 claims were dismissed on or about February 24, 2025. As a result, there are no longer any
9 overlapping class claims asserted in the *Bamezon* action. Further, on July 10, 2025, Mr.
10 Bamezon’s complaint asserting individual claims was dismissed with prejudice; thus, this
11 *Bamezon* matter is now complete.

12 3. **MONETARY TERMS.**

13 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
14 Defendant will pay \$1,400,000.00 to fully settle, resolve, and extinguish all claims asserted in the
15 Action, including without limitation all claims asserted in the PAGA Notice. The Gross
16 Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the
17 wage portions of the Individual Class Payments, which Defendant will pay separately.

18 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
19 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
20 in the Final Approval:

21 3.2.1 To Plaintiff: A payment for the Enhancement Award to Plaintiff of not more than
22 \$10,000.00 in addition to any Individual Class Payment and any Individual PAGA Payment the
23 Class Representative is entitled to receive as a Participating Class Member. Defendant will not
24 oppose Plaintiff’s request for an Enhancement Award that does not exceed this amount. As part
25 of the motion for the Class Counsel Fees and Litigation Expenses Payments, Plaintiff will seek
26 Court approval for any Enhancement Award no later than 16 (sixteen) court days prior to the
27 Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves an
28 Enhancement Award less than the amount requested, the Administrator will retain the remainder

1 in the Net Settlement Amount to be distributed to Participating Class Members. The
2 Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff assumes full
3 responsibility and liability for employee taxes owed on the Enhancement Award.

4 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five
5 percent (35%) of the GSA, which is currently estimated to be \$490,000.00, and a Class Counsel
6 Litigation Expenses Payment for actual costs. Defendant will not oppose requests for these
7 payments. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees and Litigation
8 Expenses Payment no later than 16 (sixteen) court days prior to the Final Approval Hearing, or
9 as otherwise ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a
10 Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator
11 will allocate the remainder to the Net Settlement Amount for distribution to Participating Class
12 Members. Released Parties shall have no liability to Class Counsel arising from any claim to any
13 portion of Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
14 Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment
15 using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for
16 taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
17 Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or
18 controversy regarding any division or sharing of any of these Payments.

19 3.2.3 To the Administrator: An Administrator Costs Payment for actual costs, not to
20 exceed \$7,750.00 except for a showing of good cause and as approved by the Court. To the extent
21 the Administration Costs are less or the Court approves payment of less than requested, the
22 Administrator will retain the remainder in the Net Settlement Amount to be distributed to
23 Participating Class Members.

24 3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by
25 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
26 Participating Class Members during the Class Period, and (b) multiplying the result by each
27 individual Participating Class Member's Workweeks.

28 3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of

each Participating Class Member's Individual Class Payment will be allocated to the Settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment, except for employer taxes on wages, which will be paid by Defendant.

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$70,000.00 to be paid from the Gross Settlement Amount, with 75% (\$52,500.00) allocated to the LWDA PAGA Payment and 25% (\$17,500.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$17,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

1 4. **SETTLEMENT FUNDING AND PAYMENTS.**

2 4.1 **Class Workweeks and Aggrieved Employee Workweeks.** Defendant represents there are
3 301 Class Members who collectively worked a total of 30,000 Workweeks from February 29,
4 2020 to April 4, 2025. Further, Defendant approximates that there are 200 Aggrieved Employees
5 who collectively worked a total of approximately 6,115 PAGA Pay Periods from March 26, 2023
6 to February 23, 2025.

7 4.2 **Class Data.** Not later than fourteen (14) days after the Court grants Preliminary Approval
8 of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a
9 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
10 agree to maintain the Class Data in confidence, use the Class Data only for purposes of this
11 Settlement and for no other purpose, and restrict access to the Class Data to Administrator
12 employees who need access to the Class Data to effect and perform under this Agreement. The
13 Administrator will agree to not share any Class Data with anyone except as expressly provided in
14 this Agreement, and shall return to Defendant or destroy the Class Data after issuing a final
15 declaration regarding distribution in this action. Defendant has a continuing duty to immediately
16 notify Class Counsel if it discovers that the Class Data omitted class member identifying
17 information and to provide corrected or updated Class Data as soon as reasonably feasible.
18 Without any extension of the deadline by which Defendant must send the Class Data to the
19 Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to
20 reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

21 4.3 **Funding of Gross Settlement Amount.** Defendant shall fully fund the Gross Settlement
22 Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting
23 the funds to the Administrator no later than 21 (twenty-one) calendar days after the Effective
24 Date. The Administrator must inform Defendant of the total amount for funding, inclusive of
25 Defendant's share of payroll taxes, no later than the Final Approval Hearing.

26 4.4 **Payments from the Gross Settlement Amount.** Within seven (7) days after Defendant
27 fully funds the GSA, the Administrator will mail checks for all Individual Class Payments, all
28 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the

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

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

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

25 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
26 Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the
27 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
28 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of

1 California Code of Civil Procedure Section 384, subd. (b).

2 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
3 not obligate Defendant to confer any additional benefits or make any additional payments to Class
4 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

9 5.1 **Plaintiff's Release.** Plaintiff discharges Released Parties from all claims,
10 transactions, or occurrences, that occurred during the Class Period, including all claims that were
11 or reasonably could have been alleged, based on the facts alleged in the Action and PAGA Notice;
12 and claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Title
13 VII of the Civil Rights Act of 1964, the California Labor Code, and all equivalent claims under
14 federal law ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to
15 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
16 benefits, social security benefits, or workers' compensation benefits. Plaintiff acknowledges that
17 Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff
18 now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and
19 remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's
20 discovery of them.

21 5.1.1 **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** For
22 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
23 and benefits, if any, of section 1542 of the California Civil Code, which reads:

24 A general release does not extend to claims that the creditor or releasing party does
25 not know or suspect to exist in his or her favor at the time of executing the release,
26 and that if known by him or her would have materially affected his or her settlement
27 with the debtor or Released Party.
28

1 5.2 Released Class Claims: All Participating Class Members will waive and release the
2 Released Parties from any and all claims, rights, demands, liabilities, and causes of action of any
3 kind arising from the alleged violation of any California and/or federal law that occurred during
4 the Class Period and that were or could have been pled in the Action based on the facts alleged in
5 the Action, including but not limited to claims brought under California Labor Code §§ 201, 202,
6 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197,
7 1197.1, 1198, 2802, and applicable sections of the relevant Wage Order of the Industrial Welfare
8 Commission; or under California Business and Professions Code section 17200 *et seq.*; and any
9 damages, penalties, restitution, disgorgement, interest, costs, or attorneys' fees as a result thereof,
10 and that arose during the Class Period.

11 5.3 Released PAGA Claims: The claims released by Aggrieved Employees, including Non-
12 Participating Class Members who are Aggrieved Employees, and the State of California, are all
13 claims for civil penalties under PAGA that occurred during the PAGA Period, and that were or
14 could have been pled in the Action and/or Plaintiff's PAGA Notice, based on the facts alleged in
15 the Action and/or Plaintiff's PAGA Notice.

16 6. AMENDED COMPLAINT. Plaintiff will prepare and file a Stipulation for Leave to File an
17 Amended Complaint and accompanying amended complaint.

18 6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining
19 the Court's leave to file an amended complaint that adds Plaintiff's claims under
20 PAGA. Class Counsel shall provide Defense counsel with a draft amended Complaint
21 and an accompanying stipulation within fourteen (14) days of execution of this
22 Agreement.

23 6.2 Reversion to Status Quo. If Preliminary Approval and/or Final Approval are not
24 granted despite the best efforts of the Parties to effectuate the Settlement without an
25 increase to the Monetary Terms set forth in Paragraph 3.1 and 9, then the original
26 Complaint filed on February 29, 2024 shall become operative once more. For the
27 avoidance of doubt, Defendant does not stipulate to the filing of an amended complaint
28 that adds a PAGA cause of action in the absence of settlement approval, and expressly

1 reserves and does not waive its rights.

2 7. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiff will prepare and file a Motion
3 for Preliminary Approval and Approval of PAGA Settlement (“Motion for Preliminary
4 Approval”).

5 7.1 **Plaintiff’s Responsibilities.** Plaintiff will prepare all documents necessary for obtaining
6 Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the
7 Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*
8 and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2));
9 (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement;
10 (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness
11 and competency to serve and disclosing all facts relevant to any actual or potential conflicts of
12 interest with Class Members, and/or the Administrator; (v) a signed declaration from Class
13 Counsel attesting to their competency to represent the Class Members; its timely transmission to
14 the LWDA of this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant
15 to any actual or potential conflict of interest with Class Members, and/or the Administrator. In
16 their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other
17 pending matter or action asserting claims that will be extinguished or adversely affected by the
18 Settlement, other than as stated in Paragraph 2.6 above. Class Counsel shall provide Defense
19 counsel with the Motion for Preliminary Approval and supporting papers within twenty-one (21)
20 days of execution of this Agreement, so long as the amended Complaint adding the PAGA claims
21 is filed before that date.

22 7.2 **Defendant’s Responsibilities.** Defense Counsel is responsible for providing comments
23 and proposed revisions to the Motion for Preliminary Approval and supporting papers within
24 seven (7) days of receipt from Class Counsel. In no circumstances will this time for review be
25 shortened by Plaintiff’s deadline to file the Motion for Preliminary Approval based on the
26 reserved hearing date, unless the Parties agree otherwise.

1 7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
2 for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a
3 prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary
4 Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the
5 Court, and deliver the Court's Preliminary Approval Order to the Administrator.

6 7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
7 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
8 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
9 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
10 Preliminary Approval or conditions Preliminary Approval on any material change to this
11 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
12 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
13 otherwise satisfy the Court's concerns.

14 **8. SETTLEMENT ADMINISTRATION.**

15 8.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve
16 as the Administrator and verified that, as a condition of appointment, the Administrator agrees to
17 be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement
18 in exchange for payment of Administration Costs. The Parties and their Counsel represent that
19 they have no interest or relationship, financial or otherwise, with the Administrator other than a
20 professional relationship arising out of prior experiences administering settlements.

21 8.2 Employer Identification Number. The Administrator shall have and use its own
22 Employer Identification Number for purposes of calculating payroll tax withholdings and
23 providing reports to state and federal tax authorities.

24 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
25 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
26 section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into
27 the QSF prior to distribution by the Administrator will become part of the NSA for distribution
28 to Participating Class Members.

8.4 Notice to Class Members.

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

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

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

8.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 15 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by

telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline in the Class Notice, whichever is later.

8.5 Requests for Exclusion (Opt-Outs).

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

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

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

1 8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
2 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
3 right to object to the class action components of the Settlement. Because future PAGA claims are
4 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
5 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
6 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7 8.6 Challenges to Calculation of Workweeks or PAGA Pay Periods. Each Class Member
8 shall have 45 (forty-five) days after the Administrator mails the Class Notice (plus an additional
9 15 (fifteen) days for Class Members whose Class Notice is re-mailed) to challenge the number of
10 Class Workweeks and PAGA Pay Periods allocated to the Class Member in the Class Notice. The
11 Class Member may challenge the allocation by communicating with the Administrator via fax,
12 email or mail. The Administrator must encourage the challenging Class Member to submit
13 supporting documentation. In the absence of any contrary documentation, the Administrator is
14 entitled to presume that the Workweeks contained in the Class Notice are correct so long as they
15 are consistent with the Class Data. The Administrator's determination of each Class Member's
16 allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise
17 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the
18 calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and
19 the Administrator's determination of the challenges.

20 8.7 Objections to Settlement.

21 8.7.1 Only Participating Class Members may object to the class action components of the
22 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
23 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
24 Payment and/or Enhancement Award.

25 8.7.2 Participating Class Members may send written objections to the Administrator, by
26 fax, email, or mail. Participating Class Members may (but are not required to) appear in Court (or
27 hire an attorney to appear in Court) and present objections at the Final Approval Hearing. A
28 Participating Class Member who elects to send a written objection to the Administrator must do

1 so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional
2 15 days for Class Members whose Class Notice was re-mailed). The Administrator will promptly
3 inform Defense and Class Counsel of the objection, and will file each objection by attaching it to
4 the Administrator's declaration in support of the Final Approval Hearing.

5 8.7.3 Non-Participating Class Members have no right to object to any of the class action
6 components of the Settlement.

7 8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
8 performed or observed by the Administrator contained in this Agreement or otherwise.

9 8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
10 maintain and use an internet website to post information of interest to Class Members including
11 the date, time and location for the Final Approval Hearing and copies of the Settlement
12 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;
13 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
14 Expenses Payment and Enhancement Award; the Final Approval Order; and the Judgment. The
15 Administrator will also maintain and monitor an email address and a toll-free telephone number
16 to receive Class Member calls, faxes and emails.

17 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
18 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
19 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
20 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
21 and other identifying information of Class Members who have timely submitted valid Requests
22 for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class
23 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
24 Exclusion from Settlement submitted (whether valid or invalid).

25 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
26 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
27 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
28 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods

1 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA
2 Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment
3 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
4 objections received.

5 8.8.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the
6 authority to address and make final decisions consistent with the terms of this Agreement on all
7 Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The
8 Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

9 8.8.5 Administrator’s Declaration. Not later than 14 days before the date by which
10 Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator
11 will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
12 Court attesting to its due diligence and compliance with all of its obligations under this
13 Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned
14 as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
15 number of Requests for Exclusion from Settlement it received (both valid or invalid), the number
16 of written objections and attach the Exclusion List. The Administrator will supplement its
17 declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
18 for filing the Administrator’s declaration(s) in Court.

19 8.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator
20 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
21 and Defense Counsel with a final report detailing its disbursements by employee identification
22 number only of all payments made under this Agreement. At least 15 days before any deadline
23 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
24 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all
25 payments required under this Agreement. Class Counsel is responsible for filing the
26 Administrator's declaration in Court.

9. **ESCALATOR CLAUSE.** Defendant represents there are 301 Class Members who collectively worked a total of 30,000 Workweeks from February 29, 2020 to April 4, 2025. Should the actual number of Class Workweeks through the end of the Class Period increase more than 10% (i.e. the total is more than 33,000 Workweeks), the GSA shall be increased by the percentage difference between the Stated Workweek Amount and the actual number of workweeks that accrued above ten percent (10%) (for example, if the final number of total workweeks increases by 11%, the GSA will increase 1%), or Defendant may opt to roll back the end date of the Class Period and PAGA Period to the date on which the actual number of Workweeks for all Class Members during the Class Period equals 33,000, or as close thereto as is practicable.

10. **DEFENDANT'S RIGHT TO WITHDRAW.** If the valid Requests for Exclusion identified in the Exclusion List represent more than an aggregate total of 10% of Class Members (i.e. more than 30 opt-outs), Defendant may, but is not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be *void ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement, provided, however, that the Parties will equally split the Settlement Administration Costs incurred to that point. . Defendant must notify Class Counsel and the Court of its election to withdraw from the Settlement not later than five (5) business days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

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

1 Approval.

2 11.1 Response to Objections. Each Party retains the right to respond to any objection raised
3 by a Participating Class Member, including the right to file responsive documents in Court no
4 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
5 accepted by the Court.

6 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
7 Approval on any material change to the Settlement (including, but not limited to, the scope of
8 release to be granted by Class Members), the Parties will expeditiously work together in good
9 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
10 Approval. The Court's decision to award less than the amounts requested for the Enhancement
11 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or
12 Administrator Costs Payment shall not constitute a material modification to the Agreement within
13 the meaning of this paragraph.

14 11.3 Continuing Jurisdiction of the Court. The Parties agree that, pursuant to Code of Civil
15 Procedure section 664.6, after entry of Judgment, the Court will retain jurisdiction over the
16 Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or
17 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-
18 Judgment matters as are permitted by law.

19 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
20 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
21 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
22 counsel, and all Participating Class Members who did not object to the Settlement as provided in
23 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
24 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
25 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
26 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
27 obligations to perform under this Agreement will be suspended until such time as the appeal is
28 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount

1 of the Net Settlement Amount.

2 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
3 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
4 modification of this Agreement (including, but not limited to, the scope of release to be granted
5 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
6 expeditiously work together in good faith to address the appellate court's concerns and to obtain
7 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
8 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
9 Court's award of the Enhancement Award or any payments to Class Counsel shall not constitute
10 a material modification of the Judgment within the meaning of this paragraph, as long as the Gross
11 Settlement Amount remains unchanged.

12 12. **AMENDED JUDGMENT**. If any amended judgment is required under Code of Civil
13 Procedure section 384, the Parties will work together in good faith to jointly submit a proposed
14 amended judgment.

15 13. **ADDITIONAL PROVISIONS**.

16 13.1 No Admission of Liability, Class Certification or Representative Manageability for
17 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
18 claims. Nothing in this Agreement is intended or should be construed as an admission by
19 Defendant that any of the allegations in the Operative Complaint has merit or that Defendant has
20 any liability for any claims asserted; nor should it be intended or construed as an admission by
21 Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class
22 certification and representative treatment is for purposes of this Settlement only. If, for any
23 reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant
24 reserves the right to contest certification of any class for any reason, Defendant reserves all
25 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
26 certification on any grounds available and to contest Defendant's defenses. The Settlement, this
27 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
28 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the

1 Settlement and this Agreement).

2 13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
3 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
4 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
5 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
6 or indirectly, specifically or generally, to any person, corporation, association, government
7 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
8 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
9 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
10 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
11 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,
12 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense
13 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
14 communication with any third party (e.g., media or a press release) regarding this Agreement or
15 the matters giving rise to this Agreement except to respond only that "the matter was resolved,"
16 or words to that effect. Class Counsel further agree that it will not identify Defendant or its
17 affiliates by name in connection with the settlement of this Action on their website or marketing
18 materials. This paragraph does not restrict Class Counsel's communications with Class Members
19 in accordance with Class Counsel's ethical obligations owed to Class Members, nor does it
20 prohibit Class Counsel from listing the case name and number for this matter among their prior
21 class counsel experience in other future matters.

22 13.3 No Solicitation. The Parties separately agree that they and their respective counsel and
23 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
24 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
25 to communicate with Class Members in accordance with Defense Counsel's and Class Counsel's
26 ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

27 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
28 together with its attached exhibits shall constitute the entire agreement between the Parties

1 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
2 inducements made to or by any Party.

3 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
4 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
5 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
6 its terms, and to execute any other documents reasonably required to effectuate the terms of this
7 Agreement including any amendments to this Agreement.

8 13.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
9 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
10 Settlement Agreement, submitting supplemental evidence and supplementing points and
11 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
12 or content of any document necessary to implement the Settlement, or on any modification of the
13 Agreement that may become necessary to implement the Settlement, the Parties will seek the
14 assistance of a mediator and/or the Court for resolution.

15 13.7 No Prior Assignments. The Parties separately represent and warrant that they have not
16 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
17 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
18 action, or right released and discharged by the Party in this Settlement.

19 13.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
20 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
21 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
22 Part 10, as amended) or otherwise.

23 13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
24 modified, changed, or waived only by an express written instrument signed by all Parties or their
25 representatives, and approved by the Court.

26 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
27 to the benefit of, the successors of each of the Parties.

28 13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be

governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

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

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

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

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

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

To Plaintiff:

WILSHIRE LAW FIRM
 Benjamin H. Haber (SBN 315664)
 benjamin.haber@wilshirelawfirm.com
 Chase M. Stern (SBN 290540)
 chase.stern@wilshirelawfirm.com
 Alan Wilcox (SBN 287476)
 alan.wilcox@wilshirelawfirm.com
 Bradford Smith (SBN 345879)
 bradford.smith@wilshirelawfirm.com
 660 S. Figueroa St., Sky Lobby
 Los Angeles, California 90017
 Telephone: (213) 381-9988
 Facsimile: (213) 381-9989

To Defendant:

Amanda C. Sommerfeld (SBN 185052)
 asommerfeld@jonesday.com
 Aileen H. Kim (SBN 324522)
 aileenkim@jonesday.com
 JONES DAY
 555 South Flower Street, 50th Floor
 Los Angeles, California 90017
 Telephone: (213) 489-3939
 Facsimile: (213) 243-2539

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

13.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to Code of Civil Procedure section 583.330, the date to bring a case to trial under Code of Civil Procedure section 583.310 will be extended for the entire period of this settlement process.

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

IT IS SO AGREED.

Signatures on the following page.

1 DATED: 8/21/2025

Signed by:

Ali Abid-Castelo

B2EBC264EC2D4F5...

Plaintiff Ali Abid-Castelo

2
3
4 DATED: August 20, 2025

5 Defendant ITW Food Equipment Group LLC

6 Randall Scheuneman

7 By: Randall Scheuneman

8 Title: Vice President

9
10 Approved as to form and agreement to be bound by the confidentiality provisions in Paragraph
11 13.2:

12 DATED: August 21, 2025

WILSHIRE LAW FIRM

13
14 By: Alan Wilcox

15 Alan Wilcox

Attorneys for Plaintiff Ali Abid-Castelo

16 DATED: August 20, 2025

JONES DAY

17
18 By: Amanda C. Sommerfeld

19 Amanda C. Sommerfeld

20 Attorneys for Defendant ITW Food Equipment Group LLC

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EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT (“Notice”)

Ali Abid-Castelo v. ITW Food Equipment Group, LLC., et al.
Alameda County Superior Court, Case No. 24CV065981

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

IF YOU WERE EMPLOYED BY ITW FOOD EQUIPMENT GROUP LLC IN CALIFORNIA AS A NONEXEMPT EMPLOYEE WHO WORKED AT ANY POINT FROM FEBRUARY 29, 2020, THROUGH JULY 5, 2025, YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THE SETTLEMENT OF A LAWSUIT.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will receive a payment from the Settlement, if approved, and you will give up your right to sue Defendant ITW Food Group LLC (“Defendant”) for claims released in the Settlement. No action is required for you to receive a share of this Settlement.
EXCLUDE YOURSELF	You will not receive a payment from the Settlement, except possibly a portion of the Settlement allocated to resolution of claims under California’s Private Attorneys General Act (“PAGA”). This is the only option that allows you to file your own lawsuit against Defendant for the claims released in this Settlement. ¹
OBJECT	You may object to this Settlement, and the Court may or may not agree with your objection. This will not exclude you from receiving a payment from the Settlement.

1. WHY AM I RECEIVING THIS NOTICE?

Defendant ITW Food Equipment Group LLC’s records indicate that you worked for it at some point(s) between February 29, 2020 and July 5, 2025, and are therefore a member of the Class for purposes of this Settlement. The Settlement Class comprises all current and former California non-exempt employees employed by Defendant at any time during the Class Period (February 29, 2020, through July 5, 2025) (“Class Members”).

Further, the Settlement covers “Aggrieved Employees” who are comprised of Class Members who worked for Defendant at any time during the PAGA Period (March 26, 2023, through July 5, 2025).

There was a Preliminary Approval hearing on [REDACTED] in the Alameda County Superior Court. The Court determined only that the Settlement appears to be fair, adequate, and reasonable. A final determination of the issues will be made at the Final Approval Hearing. The Court also ordered that you receive this Notice.

¹ Even if you exclude yourself from the Class Settlement, you will still receive a portion of the Settlement under PAGA if you worked during the PAGA Period, as further explained below.

The Court will hold a Final Approval Hearing concerning the Settlement on [REDACTED], at [REDACTED] a.m./p.m. in Department 21 of the Alameda County Superior Court. The Final Approval Hearing may be continued to another date without further notice. Class Members may (but are not required to) appear remotely at the Final Approval Hearing and should contact the court clerk for Department 21 for instructions on how to remotely appear or verify the hearing date and time.

2. WHAT IS THE LAWSUIT ABOUT?

The person who sued, Ali Abid-Castelo, is the Plaintiff, and the company sued, ITW Food Equipment Group LLC, is the Defendant. The Plaintiff in the lawsuit alleges wage and hour violations against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods and pay meal period premiums; (4) failure to provide rest periods and pay rest period premiums; (5) failure to pay all wages earned and unpaid at separation; (6) failure to furnish accurate itemized wage statements; (7) failure to indemnify employees for all necessary business expenditures; (8) violation of California's Unfair Competition Law, California Business and Professions Code section 17200, *et seq.*; and (9) civil penalties pursuant to California's Private Attorneys General Act based on the alleged violations of the California Labor Code listed above (the "Claims").

Defendant denies all liability and contends that its policies and practices were proper, that its employees were timely paid all minimum, straight time, and overtime wages (including final wages); that its employees were provided with compliant meal breaks, rest breaks and wage statements; and that it reimbursed for all necessary business expenses. Defendant is confident that it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with litigation. By settling this lawsuit, Defendant does not admit, concede, or imply that it has done anything wrong or legally actionable.

3. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount ("Gross Settlement Amount" or "GSA") of \$1,400,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys' fees of thirty-five percent (35%) of the GSA, currently estimated to total \$490,000.00, and reimbursement for reasonable costs; a Class Representative Service Payment of \$10,000.00 to the Plaintiff (for Plaintiff's work and efforts prosecuting this case and Plaintiff's broader general release); a PAGA Penalties payment of \$70,000.00 to resolve the PAGA claims ("PAGA Penalties"); and Settlement Administration Costs in an amount not to exceed \$7,750.00. The exact amount of the Class Counsel's Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval Hearing. The remaining portion of the Settlement amount is the "Net Settlement Amount" or the "NSA." The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded ("opt out") of the Settlement. If the Court awards Class Counsel and/or Plaintiff less than what they request, the difference between what is requested and what is awarded will be added to the Net Settlement Amount.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$70,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$52,500.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$17,500.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

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

4. HOW MUCH WILL MY PAYMENT BE?

Based on Defendant's records, you worked approximately [REDACTED] Workweeks during the Class Period. Based on these records, your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding). Actual amounts may vary.

Further, Defendant's records indicate you worked approximately [REDACTED] PAGA Pay Periods during the PAGA Period. Accordingly, your Individual PAGA Payment is estimated to be \$ [REDACTED]. Actual amounts may vary. If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.

Individual Class Payment: Your Individual Class Payment is based on the number of Workweeks you worked, as represented in Defendant's records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period. Eighty percent (80%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of the alleged claims for civil and statutory penalties and interest on unpaid wages and any other non-wage related amount, if any, which will be reported on an IRS Form 1099 by the Settlement Administrator. Twenty percent (20%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on an IRS Form W-2.

Individual PAGA Payment: If you worked for Defendant during the PAGA Period, you are also an "Aggrieved Employee" and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employee's Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on an IRS Form 1099 by the Settlement Administrator.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment may be combined with their Individual PAGA Payment, such that they receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement.

5. HOW DO I DISPUTE MY WORKWEEK AND/OR PAY PERIOD COUNTS?

If you believe the workweek and/or pay period information shown above is correct, you do not need to do anything.

If you believe the workweek and/or pay period information shown above is not correct, you must submit a written dispute stating why you believe the listed information is not correct. The dispute must be via fax, email or mail to the Settlement Administrator (whose contact information is listed below in Section 10) and must be postmarked no later than [REDACTED]. You should submit to the Settlement Administrator documentation to support the number of workweeks and/or pay periods you believe you worked during the Class Period or PAGA Period. The Settlement Administrator will review the records to resolve the

QUESTIONS? CALL 1-800- [REDACTED] TOLL FREE

dispute. In the absence of supporting documentation, the Settlement Administrator is entitled to presume that the workweek and/or pay period information shown above are correct.

6. WHEN WOULD I GET MY PAYMENT?

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

Following the Effective Date and the Court's approval of the Settlement becoming final, including resolution of any appeals, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees after the Settlement is fully funded, which will not occur until approximately [REDACTED] days after the Effective Date.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement. You should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

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

For an update on the status of payments, please contact the Settlement Administrator (see Section 10).

7. WHAT ARE MY RIGHTS REGARDING THIS SETTLEMENT?

NO MATTER WHICH OPTION YOU CHOOSE: If you are a current employee of the Defendant, your choice below will not affect or in any way impact your employment.

OPTION 1: Participate in the Settlement, Receive a Payment, Release Your Individual Claims

Under the Settlement, you will automatically receive a settlement payment unless you opt out by following the opt-out procedure set forth below. If you believe the workweek and/or pay period information above is correct, DO NOTHING. You will receive a check. If you believe the workweek and/or pay period information above is incorrect, submit a dispute as explained above. The Settlement Administrator will advise you of the outcome. You will receive a payment. Please be patient. This will take time.

OPTION 2: Object to the Settlement (But Remain A Class Member)

If you don't think the Settlement is fair, you can object to some or all of the Settlement. If you wish to object, you must submit a written Objection stating why you object to the Settlement. This means that you do NOT want the Settlement to be approved by the Court.

You may also, if you wish, appear at the Final Approval Hearing set for [REDACTED],

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

at [REDACTED] a.m./p.m. and discuss your objections with the Court and the Parties, regardless of whether you submitted a prior written objection. You may appear on your own or through an attorney retained by you at your expense. The Final Approval Hearing may be continued to another date without further notice.

Written objections and notices of intent to appear at the Final Approval Hearing must be submitted to the Settlement Administrator by fax, email, or mail no later than [REDACTED]. The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based.

IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT OVER YOUR OBJECTION.

OPTION 3: Exclude Yourself (Opt Out) From The Settlement; Receive No Individual Class Payment, But Retain Your Individual Right To Sue

If you wish to be excluded from participating in the Settlement, you must complete and sign a written Request for Exclusion to the Settlement Administrator requesting to be excluded from the Settlement. To be considered valid, your Request for Exclusion must be signed by you, and contain your name, address and telephone number. Your Request for Exclusion also must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your Request for Exclusion must be submitted to the Settlement Administrator by fax, email, or mail no later than [REDACTED]. Late Requests for Exclusion will not be considered.

If you timely mail a complete and valid Request for Exclusion, you will no longer be in the Class and you will not be eligible to object to the terms of the Settlement or receive money under the Settlement, except for that portion of the Settlement allocated to PAGA. Except for the Released PAGA Claims defined below in Section 8, you will not be bound by the terms of the Settlement and may pursue any valid, individual claims that you may have against Defendant, at your own expense.

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

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

Released Class Claims: All Participating Class Members will waive and release Defendant and its parents, subsidiaries, affiliated entities, assigns, and successors, and each of their respective officers, employees, directors, shareholders, owners, agents, managers, and joint venturers, or any individual or entity which could be jointly liable with Defendant, and all persons or entities acting by, through, under, or in concert with any of them from any and all claims, rights, demands, liabilities, and causes of action of any kind arising from the alleged violation of any California and/or federal law that occurred during the Class Period and that were or could have been pled in the Action based on the facts alleged in the Action, including but not limited to claims brought under California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and applicable sections of the relevant Wage Order of the Industrial Welfare Commission; or under California Business and Professions Code section 17200 *et seq.*; and any damages, penalties, restitution, disgorgement, interest, costs, or attorneys’ fees as a result thereof, and that arose during the Class Period.

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

Released PAGA Claims: The claims released by Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, and the State of California, are all claims for civil penalties under PAGA that occurred during the PAGA Period, and that were or could have been pled in the Action and/or Plaintiff's PAGA Notice based on the facts alleged in the Action and/or Plaintiff's PAGA Notice.

9. DO I HAVE A LAWYER IN THIS CASE?

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

WILSHIRE LAW FIRM

Benjamin H. Haber
Benjamin.haber@wilshirelawfirm.com
Chase M. Stern
chase.stern@wilshirelawfirm.com
Alan Wilcox
alan.wilcox@wilshirelawfirm.com
Bradford Smith
bradford.smith@wilshirelawfirm.com
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988; Facsimile: (213) 381-9989

10. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 9 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, ILYM Group, Inc., by calling toll free 1-800-XXXX-XXXX, or you can write to the Administrator at the following address:

ILYM Group, Inc.
ITW Food Equipment Group LLC Settlement

XXXXXX
City, State, XXXXX
Email:
Fax:

You can find a copy of the Settlement Agreement as well as the Motions for Preliminary and Final Approval on the website for this Settlement, found at XXXXX.

PLEASE DO NOT CONTACT THE COURT OR ITW FOOD EQUIPMENT GROUP LLC FOR LEGAL ADVICE OR INFORMATION REGARDING THIS SETTLEMENT.

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

Exhibit 2

ILYM | GROUP, Inc.

C L A S S A C T I O N A D M I N I S T R A T I O N

Case Name: Ali Abid-Castelo v. ITW Food Equipment Group, LLC
Wednesday, June 11, 2025

Requesting Attorney:
Christina Hicklin
Wilshire Law Firm, PLC
christina.hicklin@wilshirelawfirm.com
213.381.9988

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions

KEY ASSUMPTIONS	
Total Number of Class Members	301
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
ILYM Group Static Website	Yes
Case Duration (Years)	1

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

Case Startup:	\$650.00
Project Management:	\$2,190.00
Notification & Mailing:	\$928.15
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$2,966.85
Case Conclusion:	\$1,015.00

Not-To-Exceed ILYM Fees & Expenses: \$7,750.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Ali Abid-Castelo v. ITW Food Equipment Group, LLC

Wednesday, June 11, 2025

Requesting Attorney's Name: Christina Hicklin

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

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

Subtotal \$650.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	4	\$480.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	1	\$70.00
Report Processing	Hourly	\$70.00	1	\$70.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
ILYM Group Static Website	Flat Fee	\$750.00	1	Waived
NCOA	Flat Rate	\$100.00	1	\$100.00
Toll Free Customer Service Representative	Flat Fee	\$150.00	1	\$150.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$2,190.00

NOTIFICATION & MAILING				
Fulfillment of Notice, English & Spanish	Per Piece	\$1.50	301	\$451.50
USPS First Class Postage	Per Piece	\$0.80	301	\$240.80
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	45	\$90.30
Storage, Photocopies, Deliveries	Flat Fee	\$145.55	1	\$145.55

Subtotal \$928.15

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Ali Abid-Castelo v. ITW Food Equipment Group, LLC

Wednesday, June 11, 2025

Requesting Attorney's Name: Christina Hicklin

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$1.00	301	\$301.00
USPS First Class Postage	Per Piece	\$0.70	301	\$210.70
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	30	\$45.15
Preparation of Taxes	Hourly	\$120.00	3	\$360.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$2,966.85

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

Subtotal \$1,015.00

Not-To-Exceed ILYM Fees & Expenses: \$7,750.00

ILYM Group's Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit 3



ELM Solutions

2022 Real Rate Report[®]

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

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Report Use Considerations

2022 Real Rate Report

- Examines law firm rates over time
- Identifies rates by location, experience, firm size, areas of expertise, industry, and timekeeper role (i.e., partner, associate, and paralegal)
- Itemizes variables that drive rates up or down

All the analyses included in the report derive from the actual rates charged by law firm professionals as recorded on invoices submitted and approved for payment.

Examining real, approved rate information, along with the ranges of those rates and their changes over time, highlights the role these variables play in driving aggregate legal cost and income. The analyses can energize questions for both corporate clients and law firm principals.

Clients might ask whether they are paying the right amount for different types of legal services, while law firm principals might ask whether they are charging the right amount for legal services and whether to modify their pricing approach.

Some key factors¹ that drive rates²:

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

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

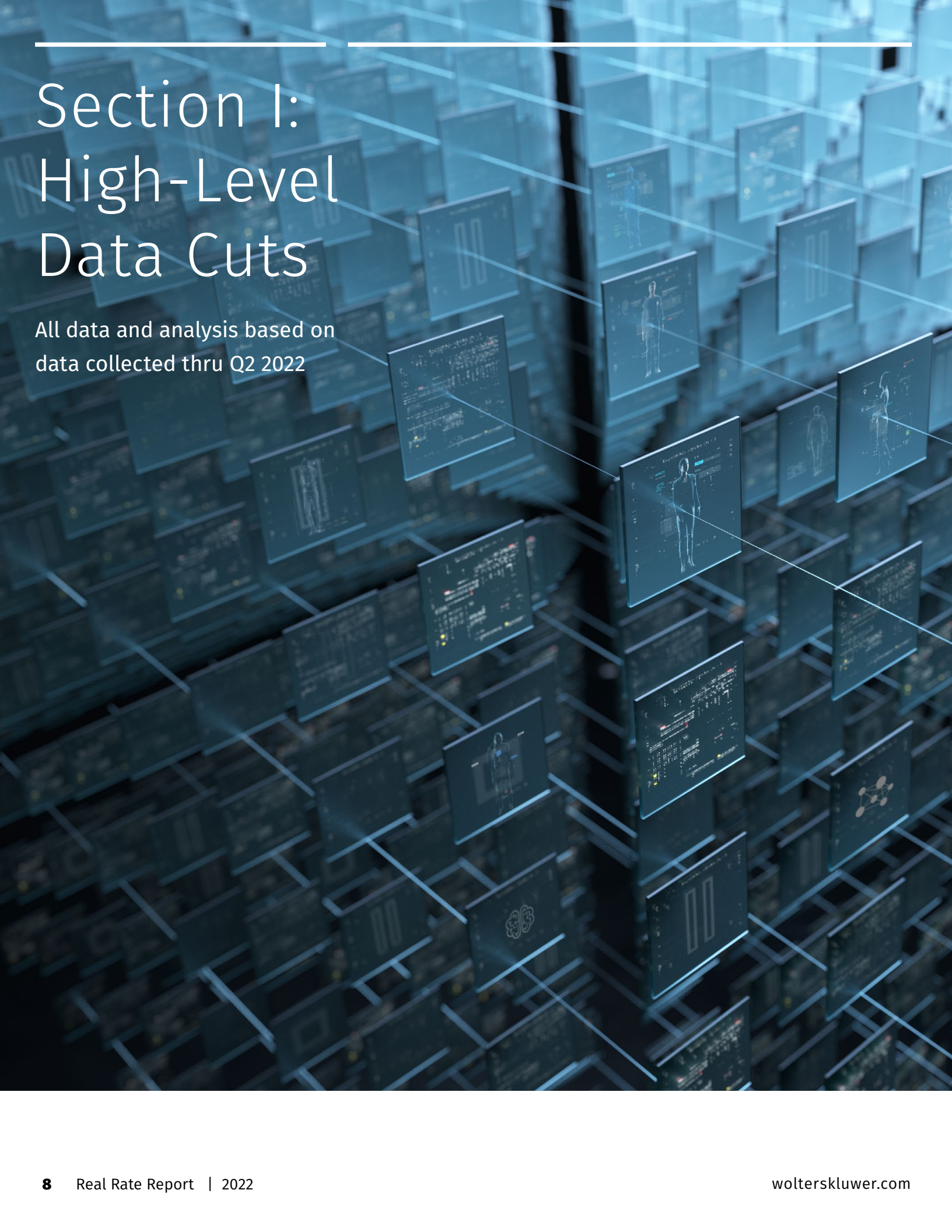
Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural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

Overhead - The costs associated with the firm's support network (paralegals, clerks, and assistants), document preparation, consultants, research, and other expenses.

Firm size - The rates can increase if the firm is large and has various timekeeper roles at the firm. For example, the cost to work with an associate or partner at a larger firm will be higher compared to a firm that has one to two associates and a paralegal.

¹ David Goguen, J.D., University of San Francisco School of Law (2020) Guide to Legal Services Billing Retrieved from: <https://www.lawyers.com/legal-info/research/guide-to-legal-services-billing-rates.html>

² Source: 2018 RRR. Factor order validated in multiple analyses since 2010



Section I: High-Level Data Cuts

All data and analysis based on
data collected thru Q2 2022

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Jackson MS	Litigation	Associate	56	\$55	\$225	\$250	\$178	\$203	\$175
	Non-Litigation	Partner	24	\$315	\$420	\$485	\$418	\$394	\$375
		Associate	25	\$55	\$126	\$255	\$155	\$125	\$259
Kansas City MO	Litigation	Partner	74	\$413	\$450	\$556	\$472	\$450	\$450
		Associate	50	\$252	\$329	\$385	\$319	\$316	\$305
	Non-Litigation	Partner	101	\$411	\$487	\$615	\$519	\$487	\$464
		Associate	73	\$250	\$320	\$385	\$322	\$312	\$285
Las Vegas NV	Non-Litigation	Partner	20	\$350	\$425	\$525	\$440	\$422	\$432
		Associate	11	\$238	\$267	\$368	\$301	\$297	\$282
Little Rock AR	Non-Litigation	Partner	11	\$215	\$215	\$308	\$264	\$256	\$298
Los Angeles CA	Litigation	Partner	322	\$516	\$725	\$1,045	\$799	\$739	\$702
		Associate	408	\$400	\$615	\$855	\$642	\$606	\$564
	Non-Litigation	Partner	521	\$596	\$868	\$1,201	\$903	\$902	\$858
		Associate	667	\$441	\$603	\$845	\$653	\$712	\$648

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Minneapolis MN	Non-Litigation	Associate	83	\$340	\$421	\$528	\$425	\$408	\$384
Nashville TN	Litigation	Partner	24	\$275	\$320	\$456	\$363	\$378	\$403
	Non-Litigation	Partner	78	\$412	\$484	\$576	\$505	\$481	\$470
		Associate	59	\$270	\$330	\$384	\$340	\$315	\$285
New Orleans LA	Litigation	Partner	47	\$290	\$332	\$412	\$343	\$330	\$340
		Associate	42	\$231	\$243	\$340	\$278	\$290	\$275
	Non-Litigation	Partner	32	\$295	\$347	\$405	\$419	\$380	\$391
		Associate	21	\$244	\$250	\$278	\$273	\$303	\$258
New York NY	Litigation	Partner	614	\$475	\$675	\$1,088	\$808	\$784	\$746
		Associate	631	\$323	\$460	\$729	\$545	\$527	\$509
	Non-Litigation	Partner	1,376	\$765	\$1,235	\$1,638	\$1,189	\$1,139	\$1,090
		Associate	1,809	\$550	\$776	\$1,050	\$796	\$766	\$716
Oklahoma City OK	Non-Litigation	Partner	14	\$235	\$338	\$393	\$337	\$319	\$311
Omaha NE	Litigation	Partner	12	\$293	\$339	\$353	\$329	\$338	\$341

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Rochester NY	Non-Litigation	Partner	12	\$270	\$360	\$488	\$386	\$341	\$446
		Associate	13	\$220	\$310	\$375	\$314	\$278	\$287
Sacramento CA	Non-Litigation	Partner	11	\$381	\$437	\$682	\$534	\$559	\$516
Salt Lake City UT	Litigation	Partner	14	\$246	\$353	\$468	\$363	\$333	\$379
	Non-Litigation	Partner	42	\$297	\$371	\$447	\$391	\$363	\$353
		Associate	22	\$220	\$240	\$270	\$248	\$247	\$228
San Diego CA	Litigation	Associate	23	\$151	\$225	\$300	\$255	\$258	\$264
	Non-Litigation	Partner	89	\$332	\$540	\$1,066	\$699	\$667	\$649
		Associate	71	\$250	\$325	\$424	\$373	\$378	\$351
San Francisco CA	Litigation	Partner	143	\$423	\$675	\$995	\$742	\$711	\$691
		Associate	98	\$325	\$430	\$731	\$525	\$517	\$470
	Non-Litigation	Partner	221	\$475	\$750	\$950	\$758	\$746	\$741
		Associate	151	\$338	\$486	\$702	\$545	\$563	\$507
San Jose CA	Litigation	Partner	33	\$654	\$921	\$1,133	\$916	\$907	\$864

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
San Jose CA	Litigation	Associate	22	\$461	\$580	\$745	\$608	\$593	\$498
	Non-Litigation	Partner	50	\$660	\$864	\$1,303	\$969	\$985	\$887
		Associate	46	\$380	\$460	\$775	\$616	\$639	\$567
Seattle WA	Litigation	Partner	76	\$497	\$655	\$760	\$635	\$567	\$510
		Associate	61	\$394	\$468	\$530	\$447	\$453	\$395
	Non-Litigation	Partner	148	\$410	\$526	\$760	\$571	\$547	\$547
		Associate	113	\$310	\$395	\$502	\$422	\$401	\$377
St. Louis MO	Litigation	Partner	46	\$260	\$350	\$435	\$376	\$373	\$388
		Associate	17	\$197	\$225	\$250	\$228	\$237	\$232
	Non-Litigation	Partner	57	\$352	\$419	\$540	\$451	\$446	\$473
Tampa FL	Litigation	Partner	31	\$369	\$508	\$595	\$490	\$467	\$452
		Associate	15	\$269	\$298	\$368	\$316	\$302	\$306
Trenton NJ	Non-Litigation	Partner	21	\$408	\$600	\$700	\$569	\$620	\$581
		Associate	12	\$480	\$495	\$500	\$448	\$376	\$387

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Associate

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	3 to Fewer Than 7 Years	15	\$270	\$325	\$360	\$318	\$295	\$283
	7 or More Years	28	\$292	\$334	\$391	\$333	\$312	\$302
Los Angeles CA	Fewer Than 3 Years	63	\$429	\$595	\$654	\$556	\$524	\$488
	3 to Fewer Than 7 Years	144	\$486	\$688	\$838	\$662	\$626	\$530
	7 or More Years	171	\$351	\$550	\$840	\$600	\$634	\$586
Miami FL	3 to Fewer Than 7 Years	19	\$300	\$360	\$457	\$380	\$331	\$313
	7 or More Years	36	\$295	\$450	\$595	\$460	\$433	\$385
Minneapolis MN	Fewer Than 3 Years	11	\$374	\$405	\$446	\$408		\$230
	3 to Fewer Than 7 Years	27	\$340	\$451	\$510	\$421	\$358	\$356
	7 or More Years	27	\$423	\$468	\$585	\$478	\$438	\$392
Nashville TN	7 or More Years	12	\$219	\$245	\$345	\$282	\$266	\$262
New Orleans LA	3 to Fewer Than 7 Years	12	\$232	\$243	\$265	\$261	\$242	\$245
	7 or More Years	18	\$243	\$312	\$343	\$306	\$318	\$294
New York NY	Fewer Than 3 Years	142	\$443	\$622	\$775	\$629	\$600	\$652

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Partner

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	Fewer Than 21 Years	46	\$400	\$450	\$537	\$473	\$411	\$397
	21 or More Years	68	\$440	\$553	\$658	\$539	\$497	\$491
Las Vegas NV	Fewer Than 21 Years	12	\$284	\$381	\$495	\$389	\$349	\$343
	21 or More Years	13	\$350	\$425	\$515	\$468	\$456	\$472
Los Angeles CA	Fewer Than 21 Years	183	\$533	\$801	\$1,075	\$804	\$797	\$682
	21 or More Years	333	\$550	\$765	\$1,133	\$863	\$842	\$808
Memphis TN	Fewer Than 21 Years	14	\$288	\$331	\$380	\$345	\$317	\$328
	21 or More Years	15	\$355	\$415	\$425	\$394	\$382	\$375
Miami FL	Fewer Than 21 Years	57	\$370	\$450	\$598	\$490	\$498	\$443
	21 or More Years	104	\$388	\$581	\$749	\$584	\$580	\$536
Milwaukee WI	21 or More Years	16	\$302	\$454	\$613	\$589	\$515	\$530
Minneapolis MN	Fewer Than 21 Years	36	\$470	\$530	\$607	\$532	\$486	\$499
	21 or More Years	84	\$507	\$675	\$796	\$656	\$620	\$589
Nashville TN	Fewer Than 21 Years	28	\$375	\$405	\$535	\$449	\$405	\$397



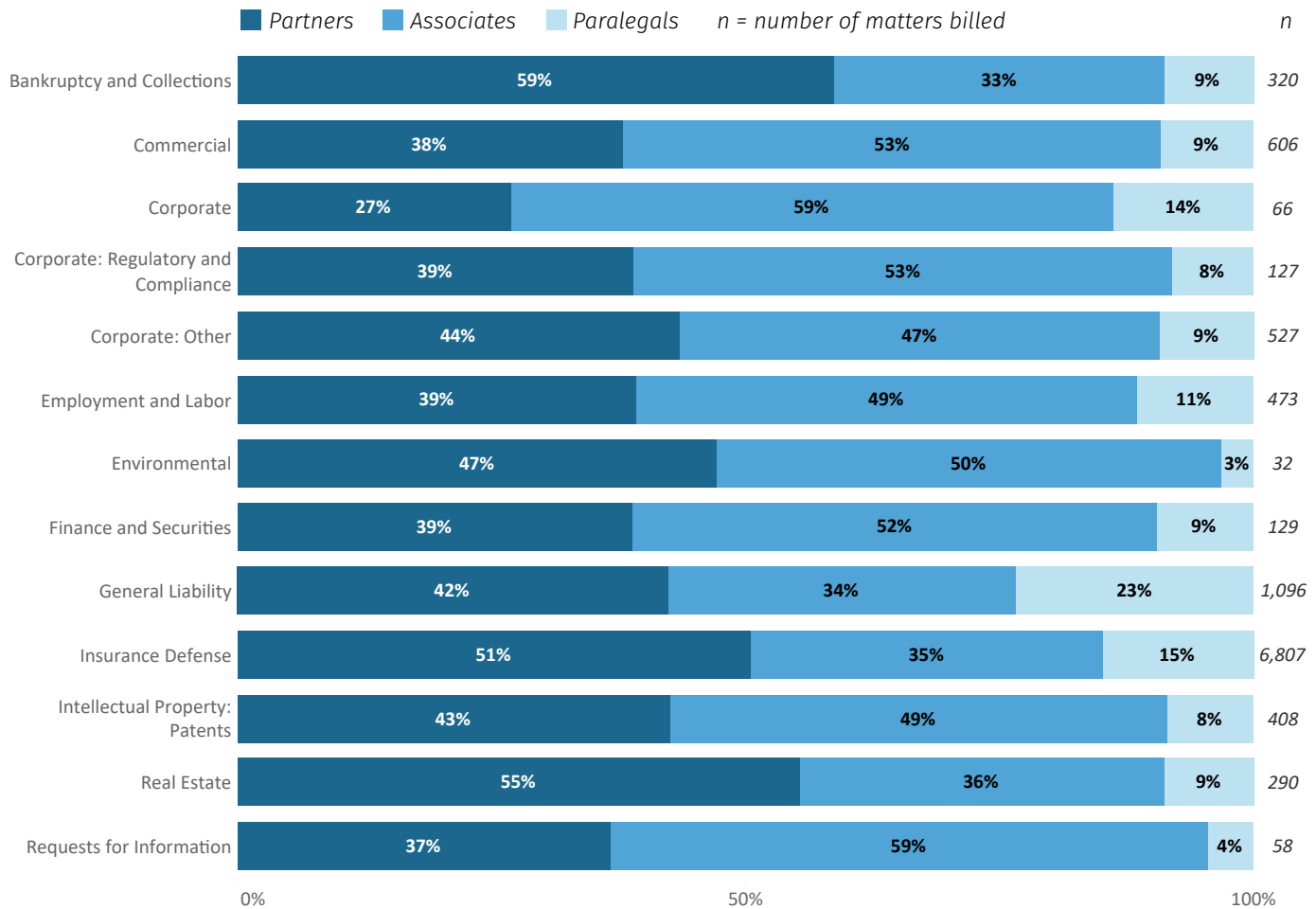
Section VI: Matter Staffing Analysis

All data and analysis based on
data collected thru Q2 2022

Section VI: Matter Staffing Analysis

Long Litigation Matters, More Than 100 Total Hours Billed

2019 to 2022 -- Percentage of Hours Billed per Matter



Section VII: Data Methodology

All data and analysis based on
data collected thru Q2 2022

Appendix: Data Methodology

Invoice Information

Data in Wolters Kluwer ELM Solutions' reference database and the 2022 Real Rate Report were taken from invoice line-item entries contained in invoices received and approved by participating companies.

Invoice data were received in the Legal Electronic Data Exchange Standard (LEDES) format (LEDES.org). The following information was extracted from those invoices and their line items:

- Law firm (which exists as a random number in the ELM Solutions reference database)
- Timekeeper ID (which exists as a random number in the ELM Solutions reference database)
- Matter ID (which exists as a random number in the ELM Solutions reference database)
- Timekeeper's position (role) within the law firm (partner, associate, paralegal, etc.)
- Uniform Task-Based Management System Code Set, Task Codes, and Activity Codes (UTBMS.com)
- Date of service
- Hours billed
- Hourly rate billed
- Fees billed

Non-Invoice Information

To capture practice area details, the matter ID within each invoice was associated with matter profiles containing areas of work in the systems of each company. The areas of work were then systematically categorized into legal practice areas. Normalization of practice areas was done based on company mappings to system-level practice areas available in the ELM Solutions system and by naming convention.

The majority of analyses included in this report have been mapped to one of 11 practice areas, further divided into sub-areas and litigation/non-litigation (for more information on practice areas and sub-areas, please refer to pages 232-234).

To capture location and jurisdiction details, law firms and timekeepers were systematically mapped to the existing profiles within ELM Solutions systems, as well as with publicly available data sources for further validation and normalization. Where city location information is provided, it includes any address within that city's defined Core-Based Statistical Area (CBSA) as defined by the Office of Management and Budget (OMB). The CBSAs are urban centers with populations of 10,000 or more and include all adjacent counties that are economically integrated with that urban center.

Where the analyses focus on partners, associates, and paralegals, the underlying data occasionally included some sub-roles, such as "senior partner" or "junior associate." In such instances, those timekeeper sub-roles were placed within the broader partner, associate, and paralegal segments.

Demographics regarding law firm size, location, and lawyer years of experience were augmented by incorporating publicly available information.

Appendix: Data Methodology

A Note on US Cities

Principal City	CBSA Name
Hartford, CT	Hartford-East Hartford-Middletown, CT
Honolulu, HI	Urban Honolulu HI
Houston, TX	Houston-The Woodlands-Sugar Land, TX
Indianapolis, IN	Indianapolis-Carmel-Anderson, IN
Jackson, MS	Jackson, MS
Jacksonville, FL	Jacksonville, FL
Kansas City, MO	Kansas City, MO-KS
Lafayette, LA	Lafayette, LA
Las Vegas, NV	Las Vegas-Henderson-Paradise, NV
Lexington, KY	Lexington-Fayette, KY
Little Rock, AR	Little Rock-North Little Rock-Conway, AR
Los Angeles, CA	Los Angeles-Long Beach-Anaheim, CA
Louisville, KY	Louisville/Jefferson County, KY-IN
Madison, WI	Madison, WI
Memphis, TN	Memphis-Forrest City, TN-MS-AR
Miami, FL	Miami-Fort Lauderdale-Pompano Beach, FL
Milwaukee, WI	Milwaukee-Waukesha, WI
Minneapolis, MN	Minneapolis-St. Paul-Bloomington, MN-WI
Nashville, TN	Nashville-Davidson-Murfreesboro-Franklin, TN
New Haven, CT	New Haven-Milford, CT
New Orleans, LA	New Orleans-Metairie, LA
New York, NY	New York-Newark-Jersey City, NY-NJ-PA
Oklahoma City, OK	Oklahoma City, OK
Omaha, NE	Omaha-Council Bluffs, NE-IA
Orlando, FL	Orlando-Kissimmee-Sanford, FL
Philadelphia, PA	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD
Phoenix, AZ	Phoenix-Mesa-Chandler, AZ
Pittsburgh, PA	Pittsburgh, PA
Portland, ME	Portland-South Portland, ME
Portland, OR	Portland-Vancouver-Hillsboro, OR-WA
Providence, RI	Providence-Warwick, RI-MA
Raleigh, NC	Raleigh-Cary, NC
Reno, NV	Reno-Carson City-Fernley, NV

Appendix: Data Methodology

Bankruptcy and Collections

Chapter 11
Collections

General/Other
Workouts and Restructuring

Commercial (Commercial Transactions and Agreements)

Contract Breach or Dispute
General, Drafting, and Review
General/Other

Corporate¹

Antitrust and Competition
Corporate Development
General/Other
Governance
Information and Technology
Mergers, Acquisitions, and Divestitures

Partnerships and Joint Ventures
Regulatory and Compliance
Tax
Treasury
White Collar/Fraud/Abuse

Employment and Labor

ADA
Agreements
Compensation and Benefits
Discrimination, Retaliation, and Harassment/EEO
Employee Dishonesty/Misconduct
ERISA

General/Other
Immigration
Union Relations and Negotiations/NLRB
Wages, Tips, and Overtime
Wrongful Termination

Environmental

General/Other
Health and Safety

Superfund
Waste/Remediation

Finance and Securities

Commercial Loans and Financing
Debt/Equity Offerings
Fiduciary Services
General/Other

Investments and Other Financial Instruments
Loans and Financing
SEC Filings and Financial Reporting
Securities and Banking Regulations

General Liability

Asbestos/Mesothelioma
Auto and Transportation
Consumer Related Claims
Crime, Dishonesty and Fraud
General/Other

Personal Injury/Wrongful Death
Premises
Product and Product Liability
Property Damage
Toxic Tort

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

Exhibit 4

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Business & Practice

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

By Roy Strom

Column

June 9, 2022, 2:30 AM

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

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

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

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

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

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

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

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

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

Charge It Up

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

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

Source: Court documents

Bloomberg Law

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Worth Your Time

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

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

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



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

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Documents

[Trustee's Objection](#)

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24CV065981

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3660 S. Figueroa Street, Sky Lobby, Los Angeles, California 90017; and my electronic service address is rebecca.padilla@wilshirelawfirm.com.

On September 23, 2025, I served the foregoing **DECLARATION OF BENJAMIN H. HABER IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Facsimile: (213) 243-2539

Attorneys for Defendant

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.
- (X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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

Executed on September 23, 2025 at Los Angeles, California.

Rebecca Padilla