

WILSHIRE LAW FIRM, PLC
Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
Daniel J. Kramer (SBN 314625)
daniel.kramer@wilshirelawfirm.com
Angela Leong (SBN 300813)
angela.leong@wilshirelawfirm.com
Alan Wilcox, Esq. (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Conor Gomez, Esq. (SBN 337395)
conor.gomez@wilshirelawfirm.com
660 South Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

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

EDDIE LOPEZ, individually, ANTHONY
GONZALEZ, individually and on behalf of all
others similarly situated, the State of California,
and other aggrieved persons,

Plaintiff,

v.

BRIO WATER TECHNOLOGY, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Class Case No.: 24STCV05176
Assigned to Hon. William F. Highberger,
Dept. 10

Complaint filed: February 29, 2024
FAC filed: June 28, 2024
SAC filed: April 9, 2026
Trial date: Not set

CLASS & REPRESENTATIVE ACTION

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

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

PRELIMINARY APPROVAL HEARING

Date: June 30, 2026
Time: 10:30 a.m.
Dept: 10

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

2 1. I am admitted, in good standing, to practice as an attorney in the State of California
3 and the United States District Courts for the Northern District of California. I am an attorney at
4 Wilshire Law Firm, PLC (“WLF”), counsel of record for Plaintiffs Eddie Lopez and Anthony
5 Gonzalez (“Named Plaintiffs”). I, along with Alan Wilcox of WLF, have reviewed the case files
6 for this matter as routinely kept by WLF in the course of litigation and conferred with my
7 colleagues, Benjamin H. Haber, Daniel Kramer, and Chase Stern of WLF (collectively and
8 inclusively “Class Counsel”). Based upon the information available to Class Counsel through
9 WLF’s record-keeping processes, I am competent to make this declaration (this “Declaration”).
10 This Declaration is submitted concurrently with and in support of Plaintiffs’ Motion for
11 Preliminary Approval of Class Action Settlement (the “Motion”).

12 CASE BACKGROUND

13 2. This is a wage and hour class action and Private Attorneys General Act (“PAGA”)
14 (Cal. Lab. Code §§ 2699, *et seq.*) representative action between Plaintiffs and Defendant Brio
15 Water Technology, Inc. (“Defendant,” and together with Plaintiffs, the “Parties”) (the “Action”).
16 Plaintiffs and the putative class members worked in California as an hourly-paid or non-exempt
17 employee for Defendant (each a “Class Member” and collectively the “Settlement Class”) between
18 February 29, 2020, and up to and including the date the Court grants preliminary approval of the
19 Long Form Settlement Agreement (the “Class Period”). Defendant is a water product supplier
20 based in Whittier, California.

21 3. Plaintiffs allege that Defendant’s payroll, timekeeping, and wage and hour
22 practices resulted in Labor Code violations. Specifically, Plaintiffs alleges that Defendant failed
23 to pay for all hours worked, failed to provide employees with legally compliant meal and rest
24 periods, failed to timely pay final wages, failed to provide accurate wage statements and
25 Defendant failed to reimburse business expenses.

26 4. Based on these allegations, on February 29, 2024, Plaintiff Lopez filed a putative
27 wage and hour class action complaint against Defendant for: (1) failure to pay minimum and
28 straight time wages (Labor Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime

1 wages (Labor Code §§ 1194 and 1198); (3) failure to provide meal periods (Labor Code §§
2 226.7 and 512); (4) failure to authorize and permit rest periods (Labor Code § 226.7); (5) failure
3 to timely pay final wages at termination (Labor Code §§ 201-203); (6) failure to provide
4 accurate itemized wage statements (Labor Code § 226); (7) failure to indemnify employees for
5 expenditures (Labor Code § 2802); and (8) unfair business practices (Business and Professions
6 Code §§ 17200, *et seq.*). Plaintiff Lopez sent a notice to Defendant and the California Labor &
7 Workforce Development Agency (“LWDA”) alleging similar wage and hour violations pursuant
8 to the PAGA on March 26, 2024. On June 28, 2024, Plaintiff Lopez filed a First Amended Class
9 and Representative Complaint against Defendant for civil penalties under PAGA. On April 9,
10 2026, Plaintiff Lopez filed Second Amended Complaint adding Anthony Gonzalez as a named
11 Plaintiff (the “Operative Complaint”).

12 DISCOVERY, INVESTIGATION, AND SETTLEMENT

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

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

24 SETTLEMENT NEGOTIATIONS

25 7. On August 28, 2025, the Parties participated in private mediation with experienced
26 class action mediator Jill R. Sperber, Esq. The mediation was conducted via Zoom. The settlement
27 negotiations were at arm’s length and, although conducted in a professional manner, were
28 adversarial. The Parties went into the mediation willing to explore the potential for a settlement of

1 the Action, but the Parties were also prepared to litigate their position through trial and appeal if a
2 settlement had not been reached.

3 8. After extensive negotiations and discussions regarding the strengths and
4 weaknesses of Plaintiffs' claims and Defendant's defenses, the Parties reached a settlement for
5 \$410,000.00 (the "Gross Settlement Amount"), the material terms of which are encompassed
6 within the Joint Stipulation of Class Action and PAGA Settlement and Release (the "Settlement
7 Agreement," "Settlement" or "Agreement"). A true and correct copy of the Settlement Agreement
8 is attached as **Exhibit 1.**

9 9. Class Counsel submitted the proposed Settlement to the LWDA before filing the
10 Motion.

11 10. WLF requested several bids from experienced class action settlement administrators
12 to serve as the settlement administrator for this Settlement. The Parties accepted the bid of Apex
13 Class Action Administration (the "Settlement Administrator") which was the lowest out of the
14 multiple bids sought. The Settlement Administrator has multiple years of experience in the field
15 of Class Action Administration, particularly in the wage and hour arena. In its bid, the Settlement
16 Administrator agreed to cap its costs at \$6,690.00 for 250 Class Members (the "Administration
17 Costs"). The Settlement Administrator's bid accounts for serving the class notice in English and
18 Spanish. A true and correct copy of the bid is attached as **Exhibit 2.**

19 11. Plaintiffs do not have any interest, financial or otherwise, in the Settlement
20 Administrator.

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

23 13. WLF has no fee-splitting agreement with any other counsel in this case.

24 **THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE**

25 14. Class Counsel has conducted a thorough investigation into the facts of this Action.
26 Based on the foregoing discovery and their own independent investigation and evaluation, Class
27 Counsel is of the opinion that the Settlement is fair, just, reasonable, and adequate and is in the
28 best interests of the Class Members in light of all known facts and circumstances, the risk of

1 significant delay, the defenses that could be asserted by Defendant both to certification and on the
2 merits, trial risk, and appellate risk.

3 15. Based on an analysis of the facts and legal contentions in this case, documents and
4 information from Defendant, Class Counsel evaluated Defendant's maximum exposure. We took
5 into account the risk of not having the claims certified and the risk of not prevailing at trial, even
6 if the claims are certified. After using the data Defendant provided, including Class Member
7 timekeeping and payroll records, as well as Class Member demographics (i.e., the number of Class
8 Members, Total Class Period Workweeks ("the sum of all workweeks worked by all Settlement
9 Class Members as a non-exempt hourly employee in California during the Class Period"), "PAGA
10 Period Workweeks" ("the sum of all workweeks worked by all PAGA Recipients as a non-exempt
11 hourly employee in California during the PAGA Period"), with the assistance of a statistics expert,
12 Class Counsel created a damages model to evaluate the realistic range of potential recovery for the
13 Class. The damages model is based on the following benchmarks:

14 Total Class Members: 250

15 Terminated Class Members during 3-year statute of limitations period: 161

16 Total Workweeks: 12,162

17 PAGA Pay Periods: 2,559

18 PAGA Eligible Employees: 120

19 Avg. Hourly Rate: \$20.12

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

26 17. For purposes of calculating Defendant's liability based on a best-case scenario for
27 Plaintiffs and the Class, we estimate that Defendant's maximum potential exposure by assuming
28 that all unpaid work time should have been paid at the overtime rate, not minimum or straight time

1 wages and we assumed that Defendant is liable for 1 hours of unpaid worktime per workweek.
2 This results in an estimate of \$367,049.16 (12,162 weeks * \$20.12 hourly average rate * 1.5
3 overtime rate * 1 hours of unpaid work per week) but we discounted this figure by 80% to account
4 for the difficulty of prevailing on a motion for class certification and a trial on the merits because
5 liability depends on whether Defendant knew or should have known that Class Members were
6 working off-the-clock, yielding a realistic damage estimate of \$73,409.83.¹

7 18. With respect to the meal period claim, Plaintiffs allege that Defendant required
8 Plaintiffs and similarly situated Class Members to either work in lieu of taking meal periods, or
9 their meal periods were untimely or interrupted. Our expert analyzed Defendant's timekeeping
10 records and opined that approximately 38.9% of all meal breaks had violations of short, missed, or
11 no meal periods (accounting for waivable shifts and meal period premiums paid). Potential liability
12 for the meal period claim is \$ 447,383.99 (12,162 weeks * 38.9% * \$20.12 * reasonable estimated
13 4.7 shifts a week). We discounted this figure by 80% to account for the difficulty of certifying and
14 proving meal period claims, as well as Defendant's contention that the claim lacks merit,
15 particularly in light of its numerous meal period premium payments, yielding a realistic damage
16 estimate of \$89,476.80.

17 19. With respect to the rest period claim, Plaintiffs allege that Defendant required them
18 and similarly situated class members to work in lieu of taking rest periods, or their rest periods
19 were interrupted. Assuming a 50%² violation rate for the class period based on Plaintiffs' and other
20 class members' experience working for Defendant, Defendant's potential liability for the rest
21 period claim is \$575,043.68 (12,162 weeks * 50% * \$20.12 * reasonable estimated 4.7 shifts a
22 week); however, we discounted this figure by 90% to account for the difficulty of certifying and
23 proving rest period claims, particularly because rest periods do not have to be recorded, and to
24

25 ¹ An 80% discount for risk at certification and trial is reasonable because the Judicial Council of California
26 found that only 21.4% of all class actions were certified either as part of a settlement *or* as part of a contested
27 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>.

28 ² We assume a 50% violation rate due to rest breaks being unrecorded and it is a "coin toss" as to what a jury
might find given the they-said they-said nature of these claims.

1 account for the possibility of class members voluntarily choosing to forego a rest period, yielding
2 a realistic damage estimate of \$57,504.37.

3 20. Plaintiffs also allege that Defendant failed to reimburse necessary business
4 expenses. Plaintiffs and similarly situated Class Members were forced to purchase work attire and
5 equipment out-of-pocket in order to perform their job duties, including non-skid boots, stretch
6 wraps, and tools. Plaintiffs and other employees also regularly used their personal cell phones to
7 conduct work both on-the-clock and off-clock, which included phone calls and text messages with
8 supervisors and other facility personnel discussing work-related matters. Again, despite these out-
9 of-pocket expenses incurred, Plaintiffs and other employees were never reimbursed. For purposes
10 of calculating Defendant's liability based on a best-case scenario for Plaintiffs and the Class, we
11 estimated that Defendant was liable to each Class Member for \$50 per month, or \$12.50 per
12 workweek, in unreimbursed expenses, for a total amount of \$152,025.00 ($\$12.50 * 12,162$);
13 however, we discounted this figure by 80% to account for the difficulty of certifying and proving
14 expense reimbursement claims, particularly in light of written policies and practices providing a
15 mechanism for class member's to seek reimbursement, yielding a realistic damage estimate of
16 \$30,405.00.

17 21. In sum, we estimated that Plaintiffs' maximum recovery for the off-the-clock claim,
18 meal period violations, rest period violations, and failure to reimburse expenses is \$1,541,501.83,
19 but, after factoring in the risk and uncertainty of prevailing at certification and trial, we estimate
20 that Plaintiffs' realistic estimated recovery for the non-penalty claims is \$250,796.00.

21 22. With respect to Plaintiffs' derivative claims for statutory and civil penalties,
22 Plaintiffs estimated that Defendant's realistic potential liability is \$260,534.54. While Defendant's
23 maximum potential liability for: waiting time penalties is \$796,872.72 based on approximately 161
24 terminated class members during the 3-year statute of limitations period ($161 * \$20.12 * 8.2 \text{ hours}$
25 $* 30 \text{ days}$); inaccurate wage statements is \$249,900.00 based on approximately 120 class members
26 who worked approximately 2,559 pay periods within the 1-year statute of limitations period ($(\$50$
27 $* 120) + (\$100 * 2,439)$); and PAGA violations \$255,900.00 based on the Court assessing a \$100
28 penalty for initial violations for all 2,559 pay periods within the 1-year statute of limitations period,

1 we believe that it would be unrealistic to expect the Court to award the full \$1,302,672.72 in
2 penalties given Defendant's defenses, the contested nature of Plaintiffs' claims, and the
3 discretionary nature of penalties. Considering that the underlying claims are realistically estimated
4 to be \$250,796.00, such a disproportionate award would also raise due process concerns. Weighing
5 these factors and applying a discount of 80% to account for the risk and uncertainty of prevailing
6 at trial and the Court's discretionary ability to lower penalties, we arrived at \$260,534.54 for
7 statutory and civil penalties.

8 23. Using these estimated figures, Plaintiffs predicted that the realistic maximum
9 recovery for all claims, including penalties, would be \$511,330.54. This means that the
10 \$410,000.00 settlement figure represents approximately 80% of the realistic maximum recovery
11 ($\$410,000.00 / \$511,330.54 = 80\%$). Considering the risk and uncertainty of prevailing at class
12 certification and at trial, this is an excellent result for the Class.³ Indeed, because of the Settlement,
13 Class Members will receive timely, guaranteed relief and will avoid the risk of an unfavorable
14 judgment.

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

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

25
26 ³ See, e.g., *Wise v. Ulta Salon, Cosmetics & Fragrance, Inc.* (E.D. Cal. Aug. 21, 2019) 2019 WL 3943859 at
27 *8 (granting preliminary approval where the proposed allocation to settle class claims was between 9.53 percent of
28 Plaintiffs' maximum recovery); *Bravo v. Gale Triangle, Inc.* (C.D. Cal. Feb 16, 2017) 2017 WL 708766 at * 10
(finding that "a settlement for fourteen percent recovery of Plaintiffs' maximum recovery is reasonable"); *In re*
Omnivision Techs., Inc. (N.D. Cal. 2008) 559 F.Supp.2d 1036, 1042 (approving settlement amount that "is just over
9% of the maximum potential recovery asserted by either party.").

1 If the Court certified any claims, Defendant could seek decertification or appellate review. As a
2 result, the Parties would incur considerably more attorneys' fees and costs through trial.

3 26. As a result of the Settlement, the net settlement amount to be split amongst the Class
4 is the Gross Settlement Amount minus:

- 5 a. \$136,666.67 for Class Counsel's attorneys' fees (the "Attorney Fees");
- 6 b. \$25,000.00 for Class Counsel's litigation expenses (the "Attorney Costs");
- 7 c. \$6,690.00 in administration costs (the "Settlement Administration Costs");
- 8 d. \$30,750.00 for the allocated amount of the PAGA penalties payable to the
9 LWDA (the "LWDA Payment");
- 10 e. \$10,250.00 for the allocated amount of the PAGA penalties payable to the
11 PAGA Recipients; and
- 12 f. \$10,000.00 for the service award to each Plaintiff (\$20,000.00 total) for serving
13 as the Named Plaintiffs (the "Representative Enhancement Awards")

14 27. The Net Settlement Amount (the "Net Settlement Amount") is estimated to be
15 \$180,643.33 for the Class. As a result, each Class Member is eligible to receive an average net
16 benefit of approximately \$722.57. When considering the risks of litigation, the uncertainties
17 involved in achieving class certification, the burdens of proof necessary to establish liability, the
18 probability of appeal of a favorable judgment, it is clear that the Settlement is within the "ballpark"
19 of reasonableness, and preliminary settlement approval is appropriate.

20 REPRESENTATIVE ENHANCEMENT AWARDS ARE REASONABLE

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

23 29. Throughout the Action, Plaintiffs have cooperated immensely with Class Counsel
24 and has taken many actions to protect the interests of the Class. Plaintiffs provided valuable
25 information regarding the off-the-clock, meal period, and rest period claims. Plaintiffs also
26 informed Class Counsel of developments and information relevant to the Action, participated in
27 decisions concerning the Action, and Plaintiff Lopez was available to answer questions during the
28 mediation. Before Class Counsel filed the Action, Plaintiffs provided Class Counsel with

documents regarding the claims alleged in the Action. The information and documentation provided by Plaintiffs were instrumental in establishing the wage and hour violations alleged in the Action, and the recovery provided for in the Settlement Agreement would have been impossible to obtain without Plaintiff's participation.

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

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

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

THE REQUEST FOR CLASS COUNSEL FEES AND COSTS IS REASONABLE

33. I believe that the Attorneys' Fees and Attorneys' Costs are reasonable. The fee percentage requested is less than that charged by Class Counsel for most employment cases. Class Counsel invested significant time and resources into the Action, with payment deferred to the end, and then, of course, contingent on the outcome.

1 34. It is further estimated that Class Counsel will need to expend at least another 10 to
2 15 hours to monitor the process leading up to the final approval and payments made to the Class.
3 Class Counsel also bears the risk of taking the necessary actions if Defendant fails to pay.

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

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

21 PLAINTIFFS' COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

27 38. WLF is qualified to handle this Action because its attorneys are experienced in
28 litigating Labor Code violations in both individual, class action, and representative action cases.

WLF has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as class actions involving consumer rights and data privacy litigation.

CLASS COUNSEL’S EXPERIENCE

Ben H. Haber’s Qualifications

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

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

- a. *Colter v. Propulsion Controls Engineering*, San Diego County, Case No. 37-2020-00030682-CU-OE-CTL; Motion for Final Approval granted on October 28, 2022.
- b. *Rodriguez v. Modesto Restaurant Group, LLC*, Stanislaus County, Case No. CV-21-000269; Motion for Final Approval granted on January 10, 2023.
- c. *Kingsbury v. Caravan Foods II, Inc.*, Alameda County, Case No. RG21096357; Motion for Final Approval granted on January 31, 2023.
- d. *Frias-Estrada v. Trek Retail Corporation*, Contra Costa County, Case No. MSC20-01916; Motion for Final Approval granted on March 3, 2023.
- e. *Varez v. Valley Connection, LLC dba Carl’s Jr.*, Merced County, Case No. 22CV-00985; Motion for Final Approval granted on April 27, 2023.

- 1 f. *Reyes v. Everytable, PBC, et al.*, Los Angeles County, Case No. 21STCV35987;
2 Motion for Final Approval granted on May 3, 2023.
- 3 g. *Ortiz v. Tara Materials, Inc.*, San Diego County, Case No. 37-2021-0001473-
4 CU-OE-CTL; Motion for Final Approval granted on May 30, 2023.
- 5 h. *Cruz-Sanchez v. Eagle Lath & Plaster, Inc.*, Sacramento County, Case No. 34-
6 2021-00293739-CU-OE-GDS; Motion for Final Approval granted on May 30,
7 2023.
- 8 i. *Garduno v. New Generation Framing, Inc., et al.*, Stanislaus County, Case No.
9 CV-21-000544; Motion for Final Approval granted on August 11, 2023.
- 10 j. *Hernandez, et al. v. Burford Farming Company, Inc.*, Fresno County, Case No.
11 21CECG03817; Motion for Final Approval granted on August 21, 2023.
- 12 k. *Barajas v. Final Phase Construction, Inc.*, San Bernardino County, Case No.
13 CIVSB2118622; Motion for Final Approval granted on September 13, 2023.
- 14 l. *Jaimes, et al. v. Infiniti Health LLC*, Los Angeles County, Case No.
15 22STCV07261; Motion for Final Approval granted on October 17, 2023.
- 16 m. *Nunez v. Gabriel Container*, Los Angeles County, Case No. 21STCV09787;
17 Motion for Final Approval granted on November 2, 2023.
- 18 n. *Gutierrez v. Next Level Door & Millwork, Inc.*, Riverside County, Case No.
19 CVRI2105455; Motion for Final Approval granted on January 11, 2024.
- 20 o. *Lupercio v. Western CNC, Inc.*, San Diego County, Case No. 37-2021-
21 00010314-CU-OE-CTL; Motion for Final Approval granted on January 26,
22 2024.
- 23 p. *Jackson, et al. v. Apple Valley Communications, Inc., et al.*, San Bernardino
24 County, Case No. CIVSB2124721; Motion for Final Approval granted on
25 February 1, 2024.
- 26 q. *Cuadras, et al. v. Guinn Corporation*, Kern County, Case No. BCV-21-101520;
27 Motion for Final Approval granted on February 22, 2024.
- 28 r. *Canton, et al v. John B. Sanfilippo & Sons, Inc.*, Merced County, Case No. 22-

- CV-01145; Motion for Final Approval granted on March 15, 2024.
- s. *Williams v. Total Longterm Care, Inc., et al.*, San Bernardino County, Case No. CIVSB2213347; Motion for Final Approval granted on April 2, 2024.
- t. *Williams, et al v. Eisenhower Medical Center*, Riverside County, Case No. RIC1905151; Motion for Final Approval granted on April 18, 2024.
- u. *Espinoza v. Delallo's Italian Foods, Inc.*, Butte County, Case No. 21CV02640; Motion for Final Approval granted on April 24, 2024.
- v. *Hernandez v. Facey Medical Foundation*, Los Angeles County, Case No. 20STCV41624; Motion for Final Approval granted on April 29, 2024.
- w. *Meza v. Argus Management Company, LLC, et al.*, Los Angeles County, Case No. 21STCV31612; Motion for Final Approval granted on May 20, 2024.
- x. *Wade v. Mallory Safety and Supply LLC*, Siskiyou County, Case No. 23CV00951; Motion for Final Approval granted on July 11, 2024.
- y. *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.
- z. *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.
- aa. *Hayes, et al. v. Gonzales Park, LLC, et al.*, Butte County, Case No. 21CV02456; Motion for Final Approval granted on May 1, 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. *Arias v. The Shyft Group GTB, LLC, et al.*, Los Angeles County, Case No.22STCV37390; Motion for Final Approval granted on December 3, 2024.
- dd. *Barajas Maya v. United Facilities Group, Inc., et al.*, Santa Clara County, Case No. 22CV397353; Motion for Final Approval granted on November 22, 2024.

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

- 1 a. The 2022 Real Rate Report survey compiled by Wolters Kluwer, which
2 presents the real market rates of Los Angeles area attorneys who practice
3 litigation. For that category, the third quartile 2022 rate was \$1,045 per hour
4 for partners and \$855 for associates. Likewise, page 32 of the Report describes
5 the rates charged by 183 Los Angeles partners with “21 or more years of
6 experience” and “Fewer than 21 years.” For those categories, the third quartile
7 Los Angeles partner rate in 2022 were \$1,133 per hour for 21 or more years
8 and \$1,075 for attorneys with fewer than 21 years. A true and correct copy of
9 portions of the 2022 Real Rate Report is attached hereto as **Exhibit 4**.
- 10 b. In an article entitled “Big Law Rates Topping \$2,000 Leave Value ‘In Eye of
11 Beholder,’” written by Roy Strom and published by Bloomberg Law on June
12 9, 2022, the author describes how Big Law firms have crossed the \$2,000-per
13 hour rate. The article also notes that law firm rates have been increasing by
14 just under 3% per year. A true and correct copy of this article is attached
15 hereto as **Exhibit 5**.

16 Alan A. Wilcox’s Qualifications

17 42. Alan Wilcox is a Senior Attorney at Wilshire Law Firm. He graduated from the
18 University of California, Berkeley in 2007, and graduated from Pepperdine University’s School of
19 Law and became a member of the California State Bar in 2012. Throughout his career, Alan has
20 represented clients in both state and federal Courts in a wide variety of matters, including contract
21 disputes, wrongful foreclosure, unlawful detainer, divorce, product defect, tort, and employment
22 matters. From 2014 to the present, he has exclusively practiced complex civil
23 litigation representing plaintiff employees in employment matters. He has handled both individual
24 wrongful discharge and collective wage and hour actions, with the class action and PAGA matters
25 including *Flores v. Aqua Terra Culinary, Inc.*, Monterey Superior Court Case No. 17CV002672,
26 *Garcia v. Construction Innovations Group, LLC*, Sacramento Superior Court Case No. 34-2020-
27 00285239, *Kim v. Sheraton Operating Corp.*, Central District of California Case No. 2:17-cv-
28 09247-FMO-E, *Pease v. Wattrans, Inc.*, San Bernardino Superior Court Case No. CIVDS1919832,

1 and *Lachman v. Berlitz Languages, Inc.*, Los Angeles Superior Court Case No. 19STCV01533,
2 among others.

3 Daniel J. Kramer's Qualifications

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

13 Chase Stern's Qualifications

14 44. Chase Stern is an Associate Attorney at Wilshire Law Firm. He has more than a
15 decade of complex litigation experience, which has been largely dedicated to representing
16 individual and corporate entity plaintiffs in complex class action and commercial litigation in state
17 and federal courts throughout the country. He is admitted to practice law before all courts in the
18 State of California, the United States District Courts for the Northern, Southern, and Central
19 Districts of California, and the United States Court of Appeals for the Ninth Circuit. Over the
20 course of his career, he has been appointed as class counsel in numerous class action matters
21 throughout California, including wage-and-hour cases. He holds a B.S. in Finance and
22 Entrepreneurship & Emerging Enterprises from Syracuse University and a J.D. from California
23 Western School of Law, graduating from both institutions with honors.

24 Justin F. Marquez's Qualifications

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

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

16 Maxim Gorbunov’s Qualifications

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

26 Conor J.D. Gomez’s Qualifications

27 47. I am a fifth-year attorney at WLF where I am responsible for finalizing resolved
28 class action and PAGA matters, ensuring that they are carried through the approval and distribution

1 process in an efficient manner and in compliance with Court orders. I graduated from the
2 University of California, Los Angeles School of Law in May 2020, and I passed the California Bar
3 Exam on my first try and was admitted to practice in May 2021. I am admitted to practice law in
4 the State of California and the Northern District of California.

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

12 49. I started my career representing both for-profit and non-profit/tax-exempt
13 organizations, and I utilize those skills to achieve strong results for my clients now because I have
14 sat on the other side of the table representing businesses. I have practiced in Plaintiff-side
15 employment litigation for several years now, and I have a strong record of reaching settlement for
16 individual wage and hour and FEHA claims with results regularly landing in the six-figure range.
17 I have worked with several firms gaining increasing responsibility, and I have regularly mentored
18 dozens of new attorneys teaching them the basics of employment law and litigation strategy to
19 achieve efficient results. I transitioned to this role at WLF to capitalize on my strengths of reaching
20 settlement, creating efficient workflows, drafting clear and concise agreements and motions, and I
21 wanted to achieve maximal results for larger classes of workers.

22 50. I have served on the board of directors for local arts organizations and regularly host
23 workshops throughout southern California. I have guest lectured at the University of California,
24 Irvine on various legal topics. I am also a certified mediator and serve on the California
25 Lawyers for the Arts' mediation panel, where I volunteer my time to mediate a wide range of cases
26 from artistic business and ownerships disputes and employment disputes. I have been appointed as
27 class counsel in other wage-and-hour cases throughout California, including, most
28 recently, Canady v. Sheffield Platers, Inc., 37-2024-00014952-CU-OE-CTL; Motion for

1 Preliminary Approval Granted March 4, 2026; *Molina v. CCN Framing, Inc.*,
2 22STCV10819; Motion for Preliminary Approval Granted on March 4, 2026; and *Lucero v. Nissho*
3 *of California, Inc.*, 37-2021-00001528-CU-OE-CTL consolidated with case: 37-2022-00012006-
4 CU-OE-CTL; Motion for Final Approval Granted on February 20, 2026.

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

7 Executed on April 9, 2026, in San Diego, California.

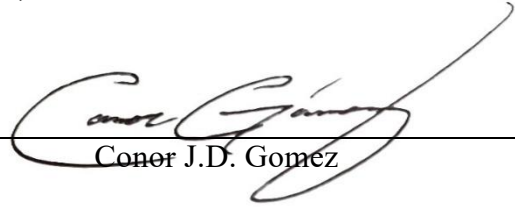
8
9 
10 _____
11 Conor J.D. Gomez
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit 1

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

Eddie Lopez v. Brio Water Technology, Inc.
Los Angeles Superior Court Case No. 24STCV05176

This Settlement Agreement sets forth the terms upon which the Parties have agreed to settle the Action. All definitions below apply throughout this Settlement Agreement.

A. PARTIES AND SCOPE

1. “Named Plaintiffs” means Eddie Lopez and additional representative Anthony Gonzalez.
2. “Defendant” means Brio Water Technology, Inc.
3. “The Parties” means Named Plaintiffs and Defendant, collectively.
4. “The Action” means the following pending lawsuit: *Eddie Lopez v. Brio Water Technology, Inc.*, Los Angeles County Superior Court Case No. 24STCV05176.
5. “The Complaint” means the operative pleading filed by Named Plaintiffs in the Action.
6. “Class Period” means the period of time beginning on February 29, 2020, and up to and including the date the Court grants preliminary approval of the Long Form Settlement Agreement, subject to paragraph 91.
7. “PAGA Period” means the period of time beginning on April 25, 2023, and up to and including the date the Court grants preliminary approval of this Settlement Agreement.
8. “Class Member” or “Class Members” means all persons who are employed or have been employed by Defendant in the State of California as a hourly-paid or non-exempt employee during the Class Period.
9. “PAGA Recipient” or “PAGA Recipients” means all persons who are employed or have been employed by Defendant in the state of California as a hourly-paid or non-exempt employee during the PAGA Period.
10. The “Settlement Class” or “Settlement Class Members” means all Class Members who do not submit a timely Request for Exclusion.

B. ESSENTIAL MONETARY TERMS

11. “Gross Settlement Amount” (“GSA”) means the amount of Four Hundred Ten Thousand Dollars and Zero Cents (**\$410,000.00**) that Defendant will pay if the Court approves this Settlement Agreement and the Effective Date occurs. The GSA will fund: (a) the Net Settlement Amount, (b) the PAGA Settlement Fund, (c) the award of Attorney’s Fees, (d) the award of Attorney’s Costs, (e) the Representative Enhancement Awards, and (f) the Settlement Administration Costs.

12. “PAGA Settlement Fund” means the amount of \$41,000 which shall be deducted from the Gross Settlement Amount and allocated to penalties pursuant to the Private Attorneys General Act and which will be distributed as follows: 75% to the Labor and Workforce Development Agency (“LWDA”) and 25% to PAGA Recipients.

13. “Attorneys’ Fees” means such attorneys’ fees as the Court may award to Class Counsel for the services they have rendered and will render to the Class Members and PAGA Recipients in the Action, and which shall not exceed \$136,666.67. This amount will cover any and all work performed and any and all attorneys’ fees incurred in connection with this litigation, including without limitation: all work performed and all attorneys’ fees incurred to date; and all work to be performed and attorneys’ fees to be incurred in connection with obtaining the Court’s approval of this Settlement Agreement, including addressing any objections raised and handling any appeals necessitated by those objections. Attorneys’ Fees will be funded by the GSA.

14. “Attorneys’ Costs” means such litigation costs as the Court may award to Class Counsel for the costs they have incurred and will incur in the investigation, litigation, and resolution of the Action, and in administration of the Settlement, and which shall not exceed \$25,000.00. This amount will cover any and all litigation costs incurred in connection with this litigation, including without limitation: all litigation costs incurred to date; and all litigation costs to be incurred in connection with obtaining the Court’s approval of this Settlement Agreement, including addressing any objections raised and handling any appeals necessitated by those objections. Attorneys’ Costs will be funded by the GSA.

15. “Representative Enhancement Awards” means such compensation as the Court may award to Named Plaintiffs for their efforts during the Action, which shall not exceed \$10,000.00, each. The Representative Enhancement Awards will be funded by the GSA and shall be in addition to any Individual Class Payment and any Individual PAGA Payment issued to Named Plaintiffs.

16. “Settlement Administration Costs” means the amount from the GSA which shall be allocated, subject to the Court’s approval, to the Settlement Administrator for services rendered in administering the settlement of the Action, or [\$_____].

C. ADDITIONAL DEFINITIONS

17. “Settlement Agreement,” “Settlement” or “Agreement” means this Joint Stipulation of Settlement of Class Action and PAGA Settlement and Release.

18. “Class Action Settlement” means all claims brought by Named Plaintiff in the

Action, with the exception of Named Plaintiffs' claim for civil penalties brought under the Private Attorneys General Act ("PAGA").

19. "PAGA Claim Settlement" means the settlement of Named Plaintiffs' claim for civil penalties brought under PAGA.

20. "Court" means the Los Angeles County Superior Court, where the Los Angeles County Superior Court Case No. 24STCV05176 is venued and specifically the courtroom or department where such judge or judges assigned to Case No. 24STCV05176 sits.

21. "Class List" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, number of Workweeks in the Class Period, and number of PAGA Pay Periods.

22. "Class Notice" means the form of notice (in English and Spanish) that will be sent to each Class Member accompanying their Individual Settlement Payment and, if eligible, their Individual PAGA Payment, which shall be drafted and agreed upon by the Parties.

23. "Response Deadline" means the date that is forty-five (45) calendar days after the Class Notice is first mailed to Class Members, which is the deadline for Class Members to object to the Settlement, exclude themselves from the Settlement, or submit challenges to the number of Workweeks credited to them. In the case of a re-mailed Class Notice, this deadline shall be extended to the date that is fifteen (15) calendar days after the re-mailing of the Class Notice or the Response Deadline (as calculated based on the date on which the Class Notice was first mailed), whichever is later. If more than 5% of the Settlement Class opts out, Defendant can terminate the Settlement.

24. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount minus (a) the Aggrieved Employee Settlement Fund, (b) the LWDA Payment, (c) the award of Attorney's Fees to Class Counsel, (d) the award of Attorney's Costs to Class Counsel, (e) the Representative Enhancement Awards to Named Plaintiffs, and (f) the Settlement Administration Costs.

25. "LWDA Payment" means seventy-five percent (75%) of the PAGA Settlement Fund. The LWDA Payment will be issued to the LWDA.

26. "Aggrieved Employee Settlement Fund" means twenty-five percent (25%) of the PAGA Settlement Fund. Individual PAGA Payments will be made to the PAGA Recipients from the Aggrieved Employee Settlement Fund.

27. "Individual Class Payment" means the portion of the Net Settlement amount allocated to each Settlement Class Member. Individual Class Payments will be calculated proportionately for each Settlement Class Member based on the number of workweeks worked during the Class Period in relation to other Settlement Class Members.

28. "Individual PAGA Payment" means the portion of the Aggrieved Employee Settlement Fund allocated to each PAGA Recipient. Individual PAGA Payments will be

calculated proportionately for each PAGA Recipient based on the number of workweeks worked during the PAGA Period in relation to other PAGA Recipients.

29. “Total Class Period Workweeks” means the sum of all workweeks worked by all Settlement Class Members as a non-exempt hourly employee in California during the Class Period.

30. “Class Period Workweek Value” means the quotient of the Net Settlement Fund divided by the Total Class Period Workweeks.

31. “Total PAGA Period Workweeks” means the sum of all workweeks worked by all PAGA Recipients as a non-exempt hourly employee in California during the PAGA Period.

32. “PAGA Period Workweek Value” means the quotient of the PAGA Settlement Fund divided by the Total PAGA Workweeks.

33. “Void Date” means the 181st day after issuance of Individual Class Payments and Individual PAGA Payments to Settlement Class Members and PAGA Recipients, upon which the payment checks will no longer be valid and negotiable.

34. “Defense Counsel” means Jon G. Miller and P. Dustin Bodaghi of Littler Mendelson, P.C.

35. “Class Counsel” means, collectively: Benjamin H. Haber, Chase M. Stern, Daniel J. Kramer, and Alan Wilcox of Wilshire Law Firm, PLC.

36. “Settlement Administrator” means the third-party settlement administrator agreed upon by the Parties and appointed by the Court for the purposes of administering the Settlement.

37. “Settlement Approval” means the settlement approval order and judgment that will be entered by the Court.

38. “Settlement Fund Account” means the bank account established by the Settlement Administrator in accordance with the terms of this Settlement Agreement, from which all monies payable under the terms of this Settlement Agreement shall be paid, as set forth herein.

D. RECITALS

39. Named Plaintiffs’ employment with Defendant has ended.

40. On or around February 29, 2024, Named Plaintiff Eddie Lopez filed his original Class Action Complaint, alleging claims for (1) Unpaid minimum and straight wages, (2) Unpaid overtime wages, (3) Unpaid meal period premiums, (4) Unpaid rest break premiums, (5) Untimely final wages, (6) Inaccurate wage statements, (7) Unreimbursed business expenses, and (8) Unfair business practices.

41. On or around March 26, 2024, Named Plaintiff Eddie Lopez sent written notice to

the Labor and Workforce Development Agency (“LWDA”) of his intent to pursue civil penalties against Defendant under the Private Attorneys’ General Act (“PAGA”).

42. On or around June 28, 2024, Named Plaintiff Eddie Lopez filed his operative First Amended Class and Representative Complaint (“FAC”) alleging an additional claim for civil penalties under PAGA.

43. In consideration of the promises and warranties set forth in this Settlement Agreement, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth herein, Named Plaintiffs, individually on behalf of themselves and on behalf of the Class Members and PAGA Recipients and LWDA interests, on the one hand, and Defendant on the other hand, agree that the Action shall be finally and fully settled on the terms and conditions set forth in this Settlement Agreement.

44. This Settlement Agreement is entered into without any admission of liability and Defendant expressly denies any wrongdoing or liability to Named Plaintiffs, the Class Members, the PAGA Recipients, and the LWDA.

E. STIPULATION TO CONDITIONAL CLASS CERTIFICATION

45. Solely for the purposes of this Settlement, the Parties stipulate and agree that for this Settlement to occur, the Court must conditionally certify the following class as to all non-PAGA claims that have been asserted: all persons who are employed or have been employed by Defendant in the State of California as a hourly-paid or non-exempt employee during the Class Period. Should the Settlement Agreement not become effective for any reason, the fact that the Parties stipulated to certification of a Settlement Class in the Settlement Agreement shall have no bearing on and shall not be admissible on the question of whether a class should be certified in a non-settlement context.

46. Should this Settlement Agreement not become effective for any reason, the fact that the Parties stipulated to certification of a Settlement Class in this Settlement Agreement shall have no bearing on and shall not be admissible on the question of whether a class should be certified in a non-settlement context.

F. RELEASES

47. “Released Parties” means Defendant and its affiliated companies, owners, parents, members, subsidiaries, related companies and business concerns, past and present, including successors and predecessors, and each of them, as well as each of their insurers, partners, trustees, directors, shareholders, officers, agents, attorneys, servants and employees, past and present, and each of them.

48. “Released Claims” means all causes of action and claims, charges, complaints, liens, and/or demands, that were alleged in the Action or reasonably could have been alleged or pled based on the allegations and facts contained in the Action, including but not limited to all of the following claims for relief: (A) failure to pay minimum wages, failure to pay regular wages,

failure to pay overtime wages (including any claims that wages were not paid at the correct regular rate, unpaid overtime based upon work performed in excess of 40 hours in one week, in excess of 8 hours in one day, in excess of 12 hours in one day, and for working a seventh consecutive day in any workweek), failure to provide or pay premium payments for meal periods, failure to provide or pay premium payments for rest periods, failure to reimburse business expenses, failure to provide complete and accurate wage statements, failure to timely pay wages during and/or upon termination, failure to keep accurate and complete payroll records, and unfair competition; (B) any claim brought under California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and all related provisions of the California Industrial Welfare Commission Wage Orders and California Business & Professions Code sections 17200 *et seq.*; (C) failure to pay for any time worked or spent before “clocking in” or after “clocking out;” (D) alleged unlawful “rounding” of hours worked; (E) all claims that any Released Party is liable for the attorney’s fees and costs incurred in the prosecution of this Action on behalf of the Named Plaintiffs or Class Members and (F) all claims that Named Plaintiffs or the Class Members may have against the Released Parties relating to the payment, taxation, and allocation of attorney’s fees and costs to Class Counsel pursuant to the Settlement Agreement.

49. “Released PAGA Claims” means all claims for civil penalties under PAGA that were alleged in the Action or reasonably could have been alleged or pled based on the allegations and facts contained in the Action, including but not limited to all of the following theories of liability for civil penalties under PAGA: (A) failure to pay minimum wages, failure to pay regular wages, failure to pay overtime wages (including any claims that wages were not paid at the correct regular rate, unpaid overtime based upon work performed in excess of 40 hours in one week, in excess of 8 hours in one day, in excess of 12 hours in one day, and for working a seventh consecutive day in any workweek), failure to provide or pay premium payments for meal periods, failure to provide or pay premium payments for rest periods, failure to reimburse business expenses, failure to provide complete and accurate wage statements, failure to timely pay wages during and/or upon termination, and failure to keep accurate and complete payroll records; (B) any alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802 and all related provisions of the California Industrial Welfare Commission Wage Orders and California Business & Professions Code sections 17200 *et seq.*; (C) failure to pay for any time worked or spent before “clocking in” or after “clocking out;” (D) alleged unlawful “rounding” of hours worked; (E) all claims that any Released Party is liable for the attorney’s fees and costs incurred in the prosecution of this Action on behalf of the Named Plaintiffs or PAGA Recipients; and (F) all claims that Named Plaintiffs or the PAGA Recipients may have against the Released Parties relating to the payment, taxation, and allocation of attorney’s fees and costs to Class Counsel pursuant to the Settlement Agreement.

50. Release by Settlement Class Members. Upon the Effective Date, Named Plaintiffs and all Settlement Class Members release the Released Parties from the Released Claims during the Class Period. Settlement Class Members will not sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims during the Class Period. It is the intent of the Parties that the Settlement Approval Order entered by the Court shall have full *res judicata* effect and be final and binding upon Settlement Class Members regarding the

Released Claims during the Class Period.

51. Release by PAGA Recipients. Upon the Effective Date, Named Plaintiffs, on behalf of themselves, the State of California, and all PAGA Recipients and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns and any other representative, proxy, or agent thereof, releases the Released Parties from the Released PAGA Claims during the PAGA Period. PAGA Recipients will not sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims during the PAGA Period. It is the intent of the Parties that the Settlement Approval Order entered by the Court shall have full *res judicata* effect and be final and binding upon PAGA Recipients regarding the Released Claims during the PAGA Period.

52. General Release by Named Plaintiffs. In addition to the Released Claims discussed above, as of the Effective Date, Named Plaintiffs, for and on behalf of themselves and their agents, heirs, executors, administrators and assigns (“Releasing Parties”) hereby unconditionally waive, release and forever discharge the Released Parties from any and all claims, actions, causes of action, rights, suits, debts, contracts, obligations, agreements, proceedings, damages, charges, losses, and expenses (including attorneys’ fees and costs) of any nature whatsoever, whether based in contract, statute or the common law, relating to any matters of any kind, whether known or unknown, suspected or unsuspected, that they may possess arising from any omissions, acts, and any and all events or facts that have occurred up until and including the date of the signing of this Settlement Agreement, including without limitation: (i) any and all claims actually alleged or could have been alleged in connection with, or arising directly or indirectly out of or in any way connected with Named Plaintiffs’ employment with Defendant or any of the Released Parties; (ii) any and all claims relating to or arising from Named Plaintiffs’ relationship with the Released Parties and the termination of the relationship; (iii) any and all claims relating to unpaid wages, missed meal and rest periods, and any and all penalties, including but not limited to waiting time penalties and penalties under Labor Code Section 226, and interest relating to such claims; (iv) any and all claims for wrongful discharge of employment; breach of contract, both expressed and implied; breach of covenant of good faith and fair dealing, both expressed and implied; negligent or intentional interference with contract or prospective economic advantage; and defamation; (v) any and all claims against the Released Parties for any other tort, contract, common law, constitutional or statutory claims, including but not limited to, any alleged violation(s) of the California Labor Code, the federal Fair Labor Standards Act (except as prohibited by applicable law), the National Labor Relations Act, Title VIII of the Civil Rights Act of 1964 and the California Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, as amended, the Employee Retirement Income Security Act of 1974, as amended, the federal Worker Adjustment Retraining Notification Act (as well as any counterpart), the Family and Medical Leave Act of 1993 (as well as any state counterpart), the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Equal Pay Act, the Affordable Care Act, the Uniformed Services Employment and Reemployment Rights Act, the Federal Hazardous Materials Regulations, the Fair Credit Reporting Act, the California Parental Leave Act, the California Paid Sick Leave Act, the Genetic Information Non-Discrimination Act of 1998, California Constitution Article 1 section 8, California’s Industrial Welfare Commission Wage Orders, the Healthy Workplaces, Healthy Families Act of 2014, California Health and Safety Code sections 11161.8, 1276.5, 1278.5, 13337, et seq., and 105100, et seq., California Business and Professions Code

sections 2725, 2750, *et seq.*, and 17200, *et. seq.*, Title 22 of the California Code of Regulations, including but not limited to section 72313, 72315 and 72501, and any claims for civil penalties under PAGA (“Individually Released Claims”).

Named Plaintiffs also waive any and all rights conferred upon them under Section 1542 of the California Civil Code, which provides as follows:

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

This waiver is not a mere recital but is a knowing waiver of rights and benefits. This is a bargained-for provision of the Settlement Agreement and is further consideration for the covenants and conditions contained herein.

G. EFFECTIVE DATE AND FUNDING OF SETTLEMENT

53. Defendant will deposit the GSA into the Settlement Fund Account no later than the Funding Date.

54. “Funding Date” means the date that is thirty (30) calendar days after the Effective Date. If the Funding Date falls on a weekend or holiday, it shall be extended to the following business day.

55. “Effective Date” means the date on which the Judgment becomes final. The Judgement 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. In the event that: (i) the Court does not approve the Settlement Agreement as provided herein; or (ii) the Effective Date does not occur for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions. The Effective Date cannot occur, and Defendant will not be obligated to fund this Settlement, until and unless there is no possibility of an appeal or further appeal that could potentially prevent this Settlement Agreement from becoming final and binding.

H. PRELIMINARY APPROVAL

56. The Parties will work cooperatively to secure a prompt and final resolution of the Actions consistent with the terms of this Settlement Agreement.

57. Class counsel will prepare and file a stipulation for leave to file an amended complaint as well as the amended complaint adding Anthony Gonzalez as a named Plaintiff and class representative.

58. As soon as practicable after the execution of this Settlement Agreement, Named Plaintiffs will move the Court for entry of the Preliminary Approval Order. Class Counsel will be primarily responsible for drafting all documents necessary to obtain the Preliminary Approval Order and shall provide drafts of such documents for review and approval by Defense Counsel prior to the filing of same. Defendant will not oppose Named Plaintiffs' motion for Preliminary Approval Order unless the motion is inconsistent with the terms set forth in this Settlement Agreement. Named Plaintiffs' motion for Preliminary Approval Order will request an order from the Court that:

a. Conditionally certifies a class for settlement purposes only as to: all persons who are employed or have been employed by Defendant in the State of California as a non-exempt employee during the Class Period;

b. Appoints Class Counsel as counsel for the class for settlement purposes only;

c. Preliminarily approves the Settlement Agreement under the legal standards relating to the approval of class action settlements under California Law, and approves and incorporates by reference the terms and conditions of this Settlement Agreement;

d. Approves the form of Class Notice and finds that the notice program set forth herein constitutes the best notice practicable under the circumstances, and satisfies due process and the legal standards relating to the approval of class action notice under California Law; and

e. Provides that should this Settlement Agreement not become effective for any reason, the fact that the Parties stipulated to certification of a Settlement Class in this Settlement Agreement shall have no bearing on and shall not be admissible on the question of whether a class should be certified in a non-settlement context.

59. LWDA Notice. Pursuant to California Labor Code § 2699(1)(2), Named Plaintiffs will provide a copy of this Settlement Agreement to the LWDA concurrently with the filing of the Preliminary Approval Motion. Class Counsel will also file a declaration in support of Named Plaintiffs' Preliminary Approval Motion confirming that Class Counsel has submitted the Settlement Agreement to the LWDA in compliance with California Labor Code § 2699(1)(2). Pursuant to California Labor Code § 2699(1)(3), a copy of the Court's judgment and any other order issued in connection with this Settlement Agreement shall be submitted by Class Counsel to the LWDA within ten (10) days after entry of the judgment or order.

I. NOTIFICATION AND ADMINISTRATION PROCESS

60. Settlement Administrator. The Settlement Administrator will be responsible for: establishing the Settlement Fund Account; calculating Individual Class Payments; calculating Individual PAGA Payments; preparing, printing, and mailing the individual settlement checks and accompanying Class Notice to Class Members and PAGA Recipients; disbursing payment of

Attorney's Fees and Attorney's Costs to Class Counsel; disbursing the Representative Enhancement Awards to Named Plaintiffs and additional representative Anthony Gonzalez; disbursing payment to the LWDA consisting of seventy-five percent (75%) of the Net Settlement Amount; printing and providing Settlement Class Members and PAGA Recipients, Named Plaintiffs, and Class Counsel with IRS Forms 1099 as required under this Settlement Agreement and applicable law; providing a due diligence declaration for submission to the Court upon completion of the terms of the Settlement; and for such other tasks as the Parties mutually agree or the Court orders. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities, and shall not mail any payments to Named Plaintiffs, the LWDA, Class Counsel or any Settlement Class Member or PAGA Recipient unless and until the Settlement Administrator receives approval by the Parties to do so. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be part of the Settlement Administration Costs.

61. Class List. Within thirty (30) calendar days of Defendant's receipt of the Court's order granting preliminary approval of the Settlement, Defendant will provide the Settlement Administrator with the Class List, which shall be used solely for the administration of this Settlement and for no other purpose, and which shall not be shared with any persons or entity not employed by the Settlement Administrator and working on the administration of this Settlement. Because Class Members' sensitive personal information is included in the Class List, the Settlement Administrator shall maintain the Class List securely and in confidence, maintaining the strictest standards of data privacy. Access to the Class List shall be limited to employees of the Settlement Administrator with a need to use the Class List for administration of this Settlement. The Settlement Administrator shall permanently delete and destroy all electronic and hard copies of the Class List in its possession once settlement administration is concluded.

62. Change of Address Search. Within fifteen (15) calendar days of receipt of the Class List, the Settlement Administrator shall conduct a National Change of Address search and/or skip trace of all provided addresses to confirm and/or locate the most recent mailing address for each Class Member.

63. Mailing of Class Notice. Class Notices will be mailed via first-class U.S. mail to all Class Members by the Settlement Administrator within fifteen (15) calendar days of receipt of the Class List. The Class Notice will provide notice to Class Members of their estimated Individual Class Payment that they may be eligible to receive, their Individual PAGA Payment that they will receive if they are a PAGA Recipient, and their right to object or exclude themselves from the settlement of Named Plaintiffs' class action, among other things.

64. Returned Class Notice. If an updated address is obtained by way of a forwarding address on a returned Class Notice, then the Settlement Administrator will promptly re-mail the original Class Notice to the forwarding address via first class U.S. Mail indicating on the original Class Notice the date of such re-mailing. If a Class Notice is returned as undeliverable, without a forwarding address, the Settlement Administrator will perform a single skip-trace search to obtain an updated address, and promptly re-mail the original Class Notice by first class U.S. Mail to any updated addresses located. The Settlement Administrator is only required to re-mail a Class Notice

once. The parties agree to cooperate with the Settlement Administrator to locate a more recent address for Class Members, when necessary.

65. Due Process. Compliance with the procedures described in this Settlement Agreement will constitute due and sufficient notice to Class Members of this Settlement and the Final Approval Hearing, will satisfy the requirements of due process, and nothing else will be required of the Named Plaintiffs, Class Counsel, Defendant, Counsel for Defendant, or the Settlement Administrator to provide notice of the Settlement and Final Approval Hearing to Class Members.

J. PROCEDURE FOR CHALLENGING WORKWEEKS

66. If a Settlement Class Member wishes to challenge the accuracy of the Workweeks credited to him or her as set forth in the Class Notice, that Settlement Class Member must submit a written and signed statement, along with any supporting documents or other supporting evidence to the Settlement Administrator, postmarked by the Response Deadline. A challenge of Workweeks must contain (1) the disputing person's full name, current address, last four digits of his or her Social Security number, and signature, (2) the case name and number, (3) a clear statement of the number of Workweeks that he or she contends are correctly attributable to him or her, and (4) attach any and all supporting papers. No challenge will be timely if postmarked after the Response Deadline.

67. Defendant's records will be presumed determinative. The Settlement Administrator must provide copies of all challenges to Class Counsel and Defense Counsel within three (3) business days of receipt. Counsel for the Parties will meet and confer to evaluate the information and/or evidence submitted by the Class Member. If counsel for the Parties are unable to resolve the Workweeks challenge, the dispute will be decided by the Settlement Administrator. If the Settlement Administrator is unable to resolve the dispute, it will be presented to the Court for determination by the Court at the Final Approval Hearing.

68. If the Administrator, Defendant's Counsel 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 dates in the Class Notice, which ever are later.

K. OPT-OUT PROCEDURE

69. Class Members may exclude themselves from and opt out of the settlement of Named Plaintiffs' class action claims by submitting a written request to be excluded from the class action settlement ("Request for Exclusion") to the Settlement Administrator, postmarked no later than the Response Deadline. The Request for Exclusion must contain: (1) the person's full name, current address, last four digits of his or her Social Security number, and signature, (2) a clear

statement indicating that the person seeks to be excluded from the Settlement, and (3) the case name and number. The date of the postmark on the mailing envelope will be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who is validly excluded from this Settlement as provided in this paragraph will not receive any Individual Class Payment, shall have no right to object to the Settlement, and shall not be bound by the releases contained in this Settlement Agreement. All Settlement Class Members will be bound by the terms and conditions of this Settlement, the Final Approval Order, the judgment, and the releases set forth herein, and will waive all objections and opposition to the fairness, reasonableness, and adequacy of the Settlement.

70. The Settlement Administrator will provide a final report of the number of Class Members who opt out of the Settlement. Defendant shall have the right at its sole discretion to terminate the Settlement if Class Members holding 5% or more of the Net Settlement Amount submit timely and valid Requests for Exclusion. If Defendant elects to exercise its right under this paragraph, Defendant shall be liable solely for administrative costs of the Settlement Administrator selected by the parties.

L. OBJECTION PROCEDURE

71. Except as set forth above, any Class Member who has not opted out may object to the Settlement, or any portion thereof, by mailing a written objection, and supporting papers, if any, to the Settlement Administrator at the address that is set forth in the Class Notice. To be timely, all objections must be postmarked no later than the Response Deadline. A written objection must contain: (1) the objecting person's full name, current address, last four digits of his or her Social Security number, and signature, (2) a clear statement of the person's reasons for objecting, (3) the case name and number, (4) any and all supporting papers (including, without limitation, all briefs, written evidence, and declarations, (5) whether the person has a legal representative and provide said legal representative's contact information, (6) and whether the person intends to appear at the Final Approval Hearing. A Class Member who desires to object but who fails to comply with the objection procedure set forth herein shall be deemed to have not objected. However, a Class Member may appear at the Fairness Hearing and lodge their objection with the Court. The Settlement Administrator shall promptly send all objections to Class Counsel and Defense Counsel, and shall submit all timely objections to the Court by way of declaration. Any Class Member who submits an objection remains eligible to receive monetary compensation from the Settlement. Class Counsel and Defense Counsel shall have the option to file a response to any written objections submitted in accordance with this Settlement, at least five (5) calendar days before the Final Approval Hearing.

72. Fairness Hearing. Any Settlement Class Member may appear at the Fairness Hearing, either in person or through an attorney hired at the Settlement Class Member's own expense, to object to the fairness, reasonableness, or adequacy of this Settlement Agreement or the Settlement.

M. NO RIGHT TO OBJECT OR OPT-OUT OF PAGA CLAIM SETTLEMENT

73. The Parties agree there is no right for any Class Member or PAGA Recipient to

object, opt out or otherwise exclude himself or herself from the PAGA Claim Settlement. Nor is there any right for any Class Member or PAGA Recipient to dispute the value of the Individual PAGA Payment provided to them under the PAGA Claim Settlement. The Parties further agree there is no right or opportunity for any Class Member or PAGA Recipient to appeal the approval by the Court of the PAGA Claim Settlement. The Parties will jointly defend against any appeal taken by any Class Member or PAGA Recipient, entity, or agency of the Court's approval of the PAGA Claim Settlement. Except as otherwise stated, Named Plaintiffs will vigorously defend against any attempt by any person or by any entity or agency to intervene in this matter or object to, or opt-out of the PAGA Claim Settlement.

N. FINAL APPROVAL, JUDGMENT ORDER AND FINAL JUDGMENT

74. If the Settlement is approved preliminarily by the Court, and all other conditions precedent to the Settlement have been satisfied, Class Counsel will timely move the Court for an Order granting final approval of the Settlement.

75. Class Counsel and Defense Counsel may file a memorandum addressing any objections submitted by Class Members.

O. DISPURSEMENT OF GROSS SETTLEMENT AMOUNT

76. Payment of Attorney's Fees and Attorney's Costs. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Attorney's Fees and Attorney's Costs to Class Counsel. All Class Counsel will provide the Settlement Administrator with their respective executed IRS Form W-9, and any transmittal instructions concerning division of Court-approved Attorney's Fees and Attorney's Costs amongst Class Counsel, before payments for Attorney's Fees and Attorney's Costs are issued. The Settlement Administrator shall issue IRS Form(s) 1099 to Class Counsel for the payments made pursuant to this Paragraph. Defendant's payment of the Attorney's Fees and Attorney's Costs shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm, including but not limited to Class Counsel, or attorney's fees, expenses, and/or costs in the Action incurred by any other attorney or law firm for attorney's fees, expenses, and/or costs to which any of them may claim to be entitled on behalf of Named Plaintiffs and/or any Settlement Class Member or PAGA Recipient. The Parties further agree that Class Counsel's Attorney's Fees and Attorney's Costs shall be for all attorney's fees, expenses, and/or costs, present and future, incurred in the Action by all attorneys working on behalf of Named Plaintiffs and/or and Settlement Class Member or PAGA Recipient.

77. Payment of Representative Enhancement Awards. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Representative Enhancement Awards to Named Plaintiffs.

78. Settlement Administration Costs. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Settlement Administration Costs.

79. Payment to LWDA. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall issue from the Settlement Fund Account a check payable to the LWDA for seventy-five percent (75%) of the Net Settlement Amount.

80. Issuance of Individual Class Payments. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall mail the Individual Class Payments to the Settlement Class Members' last known mailing address. Any Individual Class Payment checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or Social Security number of the Settlement Class Member involved, and will then perform a single re-mailing. Any Individual Class Payment check re-mailings will not extend the 180-day period to cash a check. Any checks issued to Settlement Class Members shall remain valid and negotiable for 180 days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date.

81. Issuance of Individual PAGA Payments. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall mail the Individual PAGA Payments to the PAGA Recipients' last known mailing address. Any Individual PAGA Payment checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or Social Security number of the PAGA Recipient involved, and will then perform a single re-mailing. Any Individual PAGA Payment check re-mailings will not extend the 180-day period to cash a check. Any checks issued to PAGA Recipients shall remain valid and negotiable for 180 days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date.

82. Calculation of Individual Class Payments.

a. All Settlement Class Members will receive an Individual Class Payment. The amount of each Settlement Class Members' Individual Class Payment will be calculated based on the total number of workweeks each Settlement Class Member worked as a non-exempt hourly employee in California during the Class Period.

b. The Class Period Workweek Value will be calculated by the Settlement Administrator once the Net Settlement Fund is determined based on the amounts approved by the Court for the Attorney's Fees, Attorney's Costs, the Representative Enhancement Awards, and Settlement Administration Costs.

c. To establish the Class Period Workweek Value, the Settlement Administrator will first determine the Total Class Period Workweeks for all Settlement Class Members from the Class List.

d. The Class Period Workweek Value will be the quotient of the Net Settlement Fund divided by the Total Class Period Workweeks.

e. The Individual Class Payment to each Settlement Class Member will be determined by multiplying the Class Period Workweek Value and the Settlement Class Member's total number of workweeks worked as a non-exempt hourly employee in California during the Class Period.

83. Calculation of Individual PAGA Payments.

a. All PAGA Recipients will receive an Individual PAGA Payment. The amount of each PAGA Recipient's Individual PAGA Payment will be calculated based on the total number of pay periods each PAGA Recipient worked as a non-exempt hourly employee in California during the PAGA Period.

c. To establish the PAGA Period Pay Period Value, the Settlement Administrator will first determine the Total PAGA Period Workweeks for all PAGA Recipients from the Class List.

d. The PAGA Period Pay Period Value will be the quotient of the PAGA Settlement Fund divided by the Total PAGA Period Pay Period.

e. The Individual PAGA Payment to each PAGA Recipient will be determined by multiplying the PAGA Period Pay Period Value and the PAGA Recipient's total number of pay periods worked as a non-exempt hourly employee in California during the PAGA Period.

P. TAX PROVISIONS

84. Tax Treatment of Individual Class Payments. Each Individual Class Payment will be allocated as follows: Ten percent (10%) as wages (to be reported on an IRS Form W-2), and ninety percent (90%) as interest and penalties (to be reported on an IRS Form 1099). The employers' share of payroll taxes will be paid by Defendant separately from and in addition to the Gross Settlement Amount.

85. Tax Treatment of Individual PAGA Payments. One hundred percent (100%) of each Individual PAGA Payment shall be allocated to miscellaneous income for which an IRS Form 1099 will issue, if required by law.

86. Administration of Taxes. The Settlement Administrator will be responsible for issuing to Named Plaintiffs, Settlement Class Members, PAGA Recipients, and Class Counsel, IRS Form W-2s as necessary, IRS Form 1099s as necessary, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement Agreement, and for forwarding all penalties to the appropriate government authorities.

87. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this

regard.

88. Circular 230 Disclaimer. Each party to this Agreement (for purposes of this section, the “Acknowledging Party” and each party to this agreement other than the acknowledging party, an “Other Party”) acknowledges and agrees that: (1) no provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging Party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this agreement, (b) has not entered into this agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this agreement. Defendant, Defense Counsel, Named Plaintiffs, and Class Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Named Plaintiffs, Settlement Class Members and PAGA Recipients are not relying on any statement, representation, or calculation by Defendant, Defense Counsel, or by the Settlement Administrator in this regard. Named Plaintiffs, Settlement Class Members and PAGA Recipients understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein.

Q. UNCLAIMED PAYMENTS AND COMPLETION OF ADMINISTRATION PROCESS

89. Handling of Unclaimed Individual Class Payment and Individual PAGA Payments. No portion of the GSA shall revert to Defendant. Any uncashed settlement checks after One Hundred and Eighty (180) days shall revert to the Office of the Controller’s Unclaimed Property Fund in the name of the Settlement Class Member or PAGA Recipient who did not cash his/her individual settlement payment check. If the Court does not approve of such, the Parties will agree upon a *cy pres* recipient within the meaning of CCP §384.

90. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. Class Counsel shall file this declaration with the Court within seven (7) calendar days of receipt.

R. ESCALATOR CLAUSE

91. In the event that the total number of workweeks worked by all Class Members during the Class Period exceeds 12,162, Defendant will have the choice to either: (a) change the end date of the applicable Class Period to such earlier date not before August 28, 2025 that causes

the Total Class Period Workweeks to be 12,162 or less, or (b) increase the Gross Settlement Amount by the “Escalation Dollar Amount.” The “Escalator Dollar Amount” will be calculated by multiplying the Class Period Workweek Value by the number of Total Class Period Workweeks that exceed 12,162.

S. MISCELLENIOUS PROVISION

92. No Effect on Employee Benefits. Amounts paid to Named Plaintiffs, Settlement Class Members and PAGA Recipients pursuant to this Settlement Agreement do not count as earnings or compensation for purposes of any benefits (e.g., 401(k) plans or retirement plans) sponsored by Defendant.

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

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

95. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties’ settlement terms, and no oral or written representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in the Settlement Agreement and its Exhibits.

96. Amendment or Modification. This Settlement Agreement may be amended or modified only by a formal written instrument signed by counsel for all Parties or their successors-in-interest.

97. Authorization to Enter Into Settlement Agreement. The Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms. The person or persons signing this Settlement Agreement on behalf of Defendant represent and warrant that he/she/they are authorized to sign this Settlement Agreement on behalf of Defendant. Named Plaintiffs represent and warrant that they are authorized to sign this Settlement Agreement and that they have not assigned any claim covered by this Settlement Agreement to a third party.

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

99. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

100. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

101. Execution and Counterparts. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic and scanned copies of the signature page, will be deemed to be one and the same instrument.

102. Acknowledgement that the Settlement is Fair, Adequate and Reasonable. The Parties believe this Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations facilitated by an experienced wage and hour class action mediator, and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness, adequacy and reasonableness of this Agreement.

103. Waiver of Certain Appeals. In the event the Court grants Final Approval of this Settlement, the Parties agree to waive appeals concerning this Settlement Agreement except as to the right to appeal Attorneys' Fees and Attorneys' Costs in the event it is not approved as described above.

104. Captions. The captions and paragraph numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

105. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

106. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

107. Publicity. Named Plaintiffs will not communicate the fact of, or the terms of, this Agreement to members of the press, including but not limited to Verdicts and Settlements. Named Plaintiffs and Class Counsel will not publish the fact of, or terms of, the Settlement or any related information on any website or social media platform for publicity or advertising purposes and/or in publication materials generally available to the public.

108. Judgment and Continued Jurisdiction. The Parties expressly request that, after entry of final judgment, the Court retain continuing and exclusive jurisdiction under Code of Civil Procedure Section 664.6 for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement Agreement; (b) matters relating to the administration of the Settlement; and (c) such post-Judgment matters as may be appropriate under Court rules or as set forth in this Settlement Agreement.

It is hereby agreed.

Dated: 02/25/2026

Named Plaintiff Eddie Lopez

By  Eddie Lopez (Feb 25, 2026 13:33:54 PST)
Eddie Lopez

Dated: _____

Named Plaintiff Anthony Gonzalez

By _____
Anthony Gonzalez

Dated: _____

Defendant Brio Water Technology, Inc.

By _____
Name:
Title:

APPROVED AS TO FORM:

108. Judgment and Continued Jurisdiction. The Parties expressly request that, after entry of final judgment, the Court retain continuing and exclusive jurisdiction under Code of Civil Procedure Section 664.6 for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement Agreement; (b) matters relating to the administration of the Settlement; and (c) such post-Judgment matters as may be appropriate under Court rules or as set forth in this Settlement Agreement.

It is hereby agreed.

Dated: _____

Named Plaintiff Eddie Lopez

By _____
Eddie Lopez

Dated: 02/23/26

Named Plaintiff Anthony Gonzalez

By  _____
Anthony Gonzales (Feb 23, 2026 13:33:29 PST)
Anthony Gonzalez

Dated: _____

Defendant Brio Water Technology, Inc.

By _____
Name:
Title:

APPROVED AS TO FORM:

Dated: 02/25/2026

WILSHIRE LAW FIRM

By 

Benjamin H. Haber

Chase M. Stern

Daniel J. Kramer

Alan Wilcox

Attorneys for Named Plaintiffs, on behalf of
themselves and all others similarly situated

APPROVED AS TO FORM

Dated: _____

LITTLER MENDELSON, P.C.

By _____

Jon G. Miller

P. Dustin Bodaghi

Attorneys for Defendant Brio Water Technology,
Inc.

108. Judgment and Continued Jurisdiction. The Parties expressly request that, after entry of final judgment, the Court retain continuing and exclusive jurisdiction under Code of Civil Procedure Section 664.6 for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement Agreement; (b) matters relating to the administration of the Settlement; and (c) such post-Judgment matters as may be appropriate under Court rules or as set forth in this Settlement Agreement.

It is hereby agreed.

Dated: _____

Named Plaintiff Eddie Lopez

By _____
Eddie Lopez

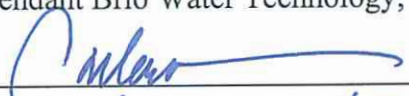
Dated: _____

Named Plaintiff Anthony Gonzalez

By _____
Anthony Gonzalez

Dated: February 19, 2026

Defendant Brio Water Technology, Inc.

By 
Name: Anthony M. Herrick
Title: Vice President of Human Resources

APPROVED AS TO FORM:

Dated: _____

WILSHIRE LAW FIRM

By _____

Benjamin H. Haber

Chase M. Stern

Daniel J. Kramer

Alan Wilcox

Attorneys for Named Plaintiffs, on behalf of
themselves and all others similarly situated

APPROVED AS TO FORM

Dated: February 19, 2026

LITTLER MENDELSON, P.C.

By  _____

Jon G. Miller

P. Dustin Bodaghi

Attorneys for Defendant Brio Water Technology,
Inc.

Exhibit A

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

Eddie Lopez v. Brio Water Technology, Inc.

Los Angeles County Superior Court Case No. 24STCV05176

The Superior Court for the State of California authorized this Notice. Read it carefully!

It's not junk mail, spam, advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Brio Water Technology, Inc. (“Defendant” or “Brio”) for alleged wage and hour violations. The Action was filed by a former Brio employees Eddie Lopez and Anthony Gonzalez (“Named Plaintiffs”) and seeks payment of (1) back wages and civil penalties for a class of all persons who were employed by Brio in California in non-exempt, hourly paid positions at any time during the Class Period (February 29, 2020 to _____), including current and former employees (“Class Members”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all persons who were employed by Defendant in California in non-exempt, hourly paid positions at any time during the PAGA Period (April 25, 2023 to _____) (“PAGA Recipients”).

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

Based on Brio’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on several factors. (If no amount is stated for your Individual PAGA Payment, then according to Brio’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Brio’s records showing that **you worked ____ workweeks** during the Class Period and **you worked ____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

If you worked for Brio during the Class Period and/or the PAGA Period, you have two

basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Settlement Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Brio.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Action Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Settlement Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Brio, and, if you are a PAGA Recipient, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Brio will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Settlement Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Brio that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is 	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will be a Non-Settlement Class Member and no longer eligible for an Individual Class Payment. Non-Settlement Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Brio must pay Individual PAGA Payments to all PAGA Recipients and the PAGA Recipients must give up their rights to pursue Released Claims (defined below).

Settlement Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Settlement Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Named Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Named Plaintiffs, but every dollar paid to Class Counsel and Named Plaintiffs reduces the overall amount paid to Settlement Class Members. You can object to the amounts requested by Class Counsel or Named Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Settlement Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Brio’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Named Plaintiffs are former Brio employees. The Action accuses Brio of violating California labor laws, including claims for unpaid minimum and overtime wages; meal period violations; rest period violations; untimely final wages; inaccurate wage statements; unreimbursed business expenses; and unfair competition.

Based on the same claims except for the unfair competition claim, Named Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (California Labor Code §§ 2698, *et seq.*) (“PAGA”). Named Plaintiffs are represented by attorneys in the Action: Benjamin H. Haber, Chase Stern, Daniel Kramer, and Alan Wilcox of Wilshire Law Firm, PLC (“Class Counsel”).

Brio strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Brio or Named Plaintiffs are correct on the merits. In the meantime, Named Plaintiffs and Brio hired an experienced, neutral mediator, Jill R. Sperber, Esq., to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Named Plaintiffs and Brio have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Brio does not admit any violations or concede the merit of any claims.

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

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

1. Brio will pay \$410,000 as the Gross Settlement Amount (Gross Settlement). Brio has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Settlement Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Settlement Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Brio will fund the Gross Settlement not more than 30 days after the Funding Date.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Named Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$136,666.67 (33 1/3) % of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.

B. Up to \$10,000.00 as Representative Enhancement Awards for filing and participating in the prosecution Action, working with Class

Counsel and representing the Class. Representative Enhancement Awards will be the only monies Named Plaintiffs will receive other than their respective Individual Class Payments and any Individual PAGA Payments.

C. Up to \$ [REDACTED] to the Settlement Administrator for services administering the Settlement.

D. Up to \$41,000 for PAGA Penalties, 75% allocated to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Recipients based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Settlement Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Named Plaintiffs and Brio are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to interest, penalties, etc. (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Brio will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Settlement Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Settlement Class Member, participating fully in the Class Settlement, unless

you notify the Settlement Administrator in writing, no later than __, that you wish to opt out. The easiest way to notify the Settlement Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Settlement Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Brio.

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

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Named Plaintiffs and Brio have agreed that, in either case, the Settlement will be void, Brio will not pay any money, and Class Members will not release any claims against Brio.

7. Settlement Administrator. The Court has appointed a neutral company, _____ ("Settlement Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

8. Settlement Class Members' Release. After the Judgment is final and Brio has fully funded the Gross Settlement and separately paid all employer payroll taxes), Settlement Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Brio or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

Settlement Class Members will be bound by the following release of: all causes of action and claims, charges, complaints, liens, and/or demands, that were alleged in the Action or reasonably could have been alleged or pled based on the allegations and facts contained in the Action, including but not limited to all of the following claims for relief: (A) failure to pay minimum wages, failure to pay regular wages, failure to pay overtime wages (including any claims that wages were not paid at the correct regular rate, unpaid overtime based upon work performed in excess of 40 hours in one week, in excess of 8 hours in one day, in excess of 12 hours in one day, and for working a seventh consecutive day in any workweek), failure to provide or pay premium payments for meal periods,

failure to provide or pay premium payments for rest periods, failure to reimburse business expenses, failure to provide complete and accurate wage statements, failure to timely pay wages during and/or upon termination, failure to keep accurate and complete payroll records, and unfair competition; (B) any claim brought under California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and all related provisions of the California Industrial Welfare Commission Wage Orders, and California Business & Professions Code sections 17200 et seq.; (C) failure to pay for any time worked or spent before “clocking in” or after “clocking out;” (D) alleged unlawful “rounding” of hours worked; (E) all claims that any Released Party is liable for the attorney’s fees and costs incurred in the prosecution of this Action on behalf of the Named Plaintiffs or Class Members and (F) all claims that Named Plaintiffs or the Class Members may have against the Released Parties relating to the payment, taxation, and allocation of attorney’s fees and costs to Class Counsel pursuant to the Settlement Agreement.

9. PAGA Recipients’ PAGA Release. After the Court’s judgment is final, and Brio has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all PAGA Recipients will be barred from asserting PAGA claims against Brio, whether or not they exclude themselves from the Settlement. This means that all PAGA Recipients, including those who are Settlement Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Brio or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The PAGA Recipients’ Releases are as follows:

All PAGA Recipients are deemed to release all claims for civil penalties under PAGA that were alleged in the Action or reasonably could have been alleged or pled based on the allegations and, facts contained in the Action, including but not limited to all of the following theories of liability for civil penalties under PAGA: (A) failure to pay minimum wages, failure to pay regular wages, failure to pay overtime wages (including any claims that wages were not paid at the correct regular rate, unpaid overtime based upon work performed in excess of 40 hours in one week, in excess of 8 hours in one day, in excess of 12 hours in one day, and for working a seventh consecutive day in any workweek), failure to provide or pay premium payments for meal periods, failure to provide or pay premium payments for rest periods, failure to reimburse business expenses, failure to provide complete and accurate wage statements, failure to timely pay wages during and/or upon termination, and failure to keep accurate and complete payroll records; (B) any alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802 and all related provisions of the California Industrial Welfare Commission Wage Orders, and California Business & Professions Code sections 17200 et seq.; (C) failure to pay for any time worked or spent before “clocking in” or after “clocking out;” (D) alleged unlawful “rounding” of hours worked; (E) all claims that any Released Party is liable for the attorney’s fees and costs incurred in the prosecution of this Action on behalf of the Named Plaintiffs or PAGA Recipients; and (F) all claims that Named Plaintiffs or the PAGA Recipients may have against the Released Parties relating to the payment, taxation, and allocation of attorney’s fees and

costs to Class Counsel pursuant to the Settlement Agreement.

4. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Settlement Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Settlement Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Settlement Class Member.

2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing \$___ by the total number of PAGA Pay Periods worked by all PAGA Recipients and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Brio's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Settlement Administrator via mail, email or fax. Section 9 of this Notice has the Settlement Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

2. Non-Settlement Class Members. The Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Settlement Class Member).

YOUR CHECK WILL BE SENT TO THE SAME ADDRESS AS THIS NOTICE.
IF YOU CHANGE YOUR ADDRESS, BE SURE TO NOTIFY THE SETTLEMENT
ADMINISTRATOR AS SOON AS POSSIBLE. SECTION 9 OF THIS NOTICE HAS THE
SETTLEMENT ADMINISTRATOR'S CONTACT INFORMATION.

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Settlement Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as _____, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Settlement Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Settlement Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Settlement Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Named Plaintiffs and Brio are asking the Court to approve. At least 16 business days before the _____ Final Approval Hearing, Class Counsel and/or Named Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Named Plaintiffs are requesting as a Representative Enhancement Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Settlement Administrator's Website _____ (url) or the Court's website _____ (url).

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

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at ____ (time) in Department 10 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Named Plaintiffs, and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Settlement Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Brio and Named Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity) _____'s website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 24STCV05176. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

Benjamin H. Haber
benjamin.haber@wilshirelawfirm.com
Chase M. Stern
chase.stern@wilshirelawfirm.com
Daniel J. Kramer

daniel.kramer@wilshirelawfirm.com
Alan Wilcox
alan.wilcox@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Tel: (213) 381-9988
Fax: (213) 381-9989

Settlement Administrator:

Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

Exhibit 2

**Quotation Request:**

Coley Hayes
Wilshire Law Firm, PLC
coley.hayes@wilshirelawfirm.com
800.522.7274

Case Name:

Brio Water Technology, Inc. (Lopez)

Date:

Wednesday, March 4, 2026

RFP Number:

19300025

Prepared By:

Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications	
Estimated Class Size:	250
Certified Language Translation:	Yes
Static Settlement Website	Yes
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
-----------------------	-----------------	---------	----------	----------------

Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$425.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	250	\$375.00
USPS First Class Postage	Per Piece	\$0.78	250	\$195.00
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.25	50	\$112.50
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Hour	\$75.00	1	\$75.00
NCOA Address Update (USPS)	Static Rate	\$56.25	1	\$56.25
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
Sub Total:				\$2,208.75

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$620.00



APEX

CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
-----------------------	-----------------	---------	----------	----------------

Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$65.00	1	\$65.00
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$565.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	250	\$375.00
USPS First Class Postage	Per Piece	\$0.78	250	\$195.00
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.25	25	\$56.25
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	5	\$500.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,050.00	1	\$1,050.00
			Sub Total:	\$2,696.25

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	1	\$135.00
Project Management Reconciliation	Per Hour	\$100.00	1	\$100.00
Declarations	Per Hour	\$120.00	2	\$240.00
			Sub Total:	\$475.00

			WILL NOT EXCEED:	\$6,990.00
--	--	--	-------------------------	-------------------

Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").
2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.
3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.
4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.
5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.
6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.
7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.
8. **Apex warrants** that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.
9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.
10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.
12. **Ownership** of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.
13. **Apex may derive financial benefits** from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.
14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.
15. **This provision outlines the requirements for providing notice or other communication** under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.
16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.
17. **The applicable state and federal laws shall govern the interpretation and enforcement** of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.
18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.
19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

Exhibit 3



ELM Solutions

2022 Real Rate Report[®]

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

Table of Contents - 2022 Real Rate Report

A Letter to Our Readers • 4

Report Use Considerations • 5

Section I: High-Level Data Cuts • 8

- Partners, Associates, and Paralegals
- Partners, Associates, and Paralegals by Practice Area and Matter Type
- Partners and Associates by City
- Partners and Associates by City and Matter Type
- Partners by City and Years of Experience
- Associates by City and Years of Experience
- Partners and Associates by Firm Size and Matter Type

Section II: Industry Analysis • 63

- Partners, Associates, and Paralegals by Industry Group
- Partners and Associates by Industry Group and Matter Type
- Basic Materials and Utilities
- Consumer Goods
- Consumer Services
- Financials (Excluding Insurance)
- Health Care
- Industrials
- Technology and Telecommunications

Section III: Practice Area Analysis • 84

- Bankruptcy and Collections
- Commercial
- Corporate: Mergers, Acquisitions, and Divestitures
- Corporate: Regulatory and Compliance
- Corporate: Other
- Employment and Labor
- Environmental
- Finance and Securities
- General Liability (Litigation Only)
- Insurance Defense (Litigation Only)
- Intellectual Property: Patents
- Intellectual Property: Trademarks
- Intellectual Property: Other
- Real Estate

Section IV: In-Depth Analysis for Select US Cities • 172

- Boston, MA
- Chicago, IL
- Los Angeles, CA
- New York, NY
- Philadelphia, PA
- San Francisco, CA
- Washington, DC

Section V: International Analysis • 191

Section VI: Matter Staffing Analysis • 221

Appendix: Data Methodology • 226

Report Use Considerations

2022 Real Rate Report

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

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

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

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

Some key factors¹ that drive rates²:

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

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

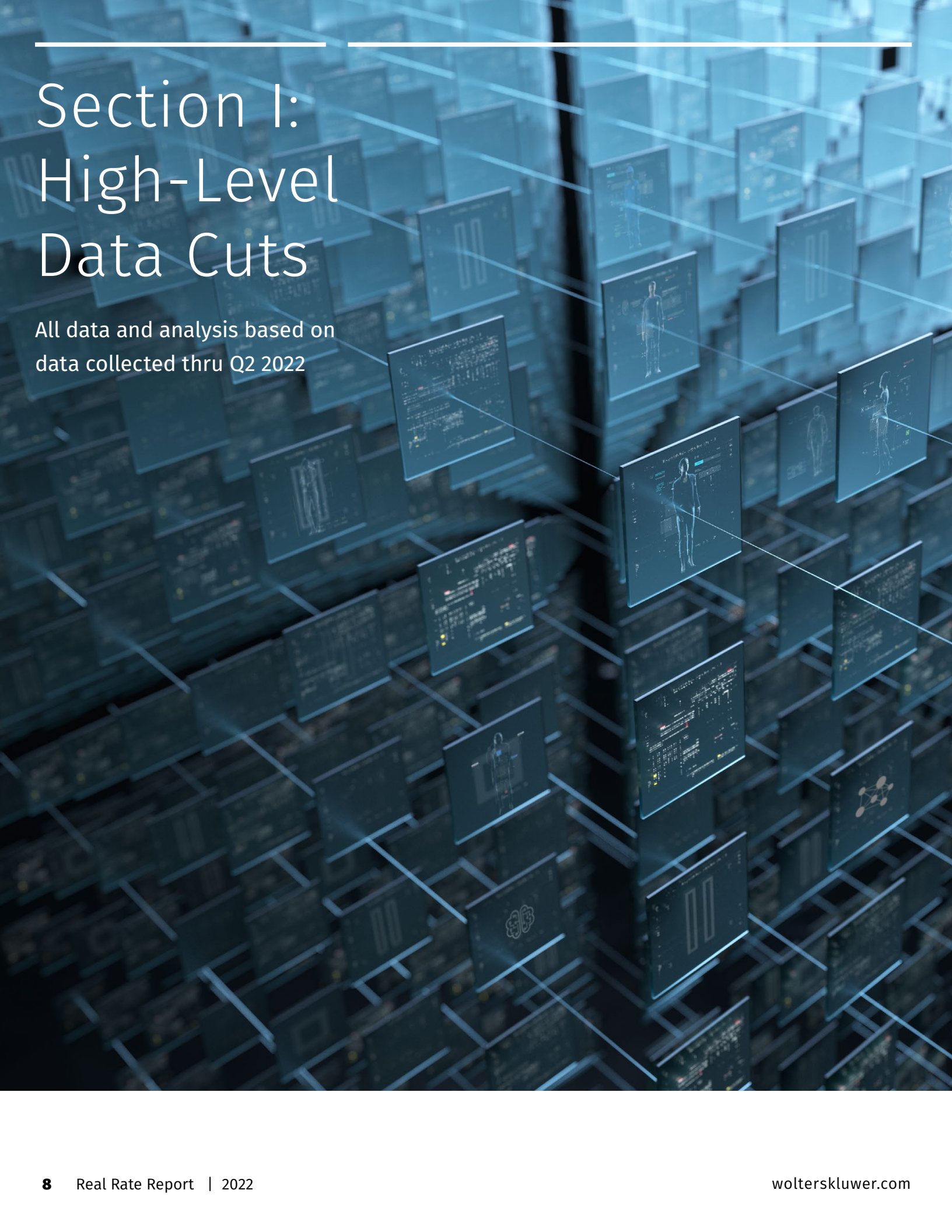
Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural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

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

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

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

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



Section I: High-Level Data Cuts

All data and analysis based on
data collected thru Q2 2022

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Associate

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Partner

Trend Analysis - Mean

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

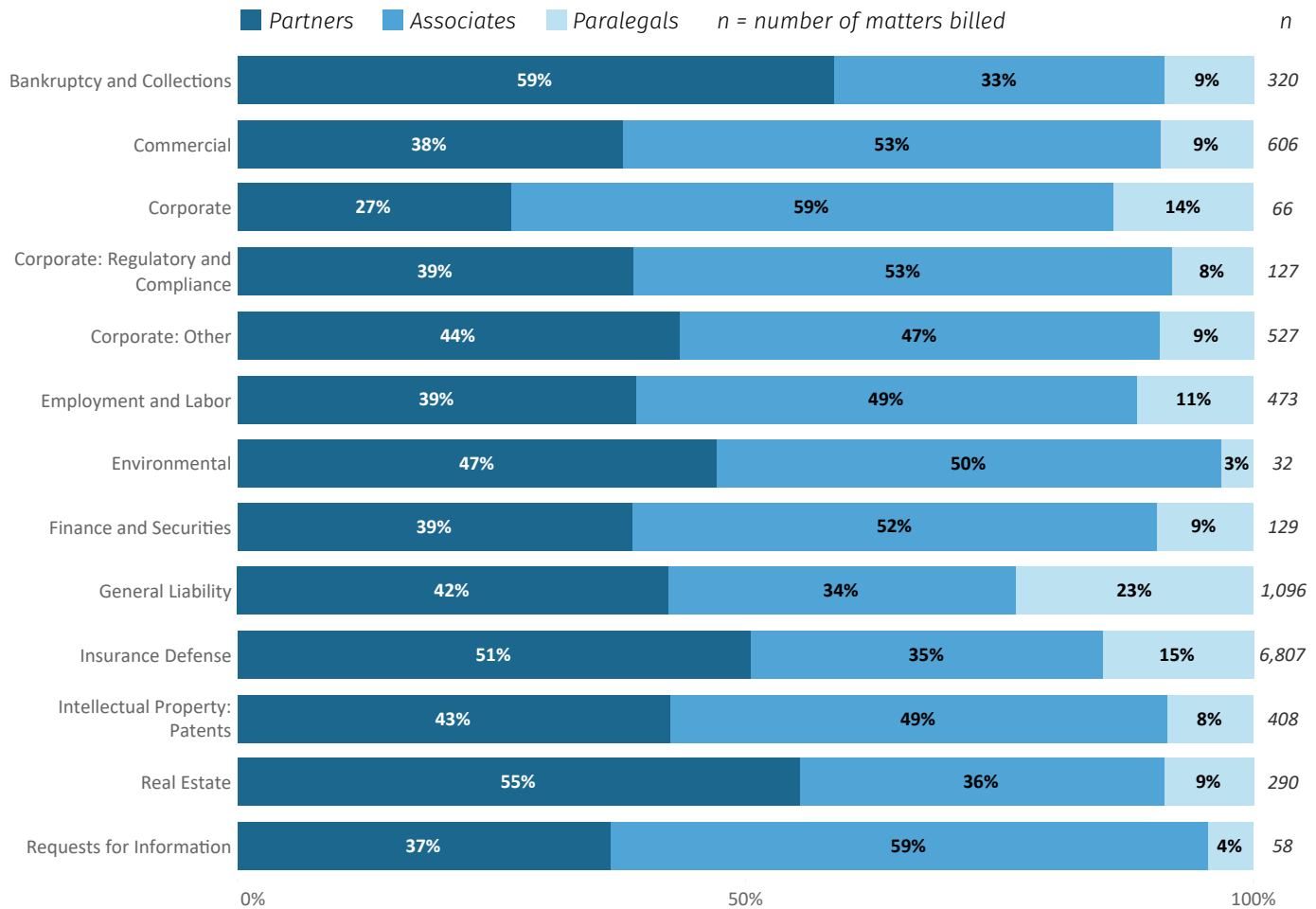
Section VI: Matter Staffing Analysis

All data and analysis based on
data collected thru Q2 2022

Section VI: Matter Staffing Analysis

Long Litigation Matters, More Than 100 Total Hours Billed

2019 to 2022 -- Percentage of Hours Billed per Matter



Section VII: Data Methodology

All data and analysis based on
data collected thru Q2 2022

Appendix: Data Methodology

Invoice Information

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

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

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

Non-Invoice Information

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

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

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

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

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

Appendix: Data Methodology

A Note on US Cities

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

Appendix: Data Methodology

Bankruptcy and Collections

Chapter 11
Collections

General/Other
Workouts and Restructuring

Commercial (Commercial Transactions and Agreements)

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

Corporate¹

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

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

Employment and Labor

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

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

Environmental

General/Other
Health and Safety

Superfund
Waste/Remediation

Finance and Securities

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

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

General Liability

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

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

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

Exhibit 4

Free Newsletter Sign Up

Business & Practice

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

By Roy Strom

Column

June 9, 2022, 2:30 AM

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

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

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

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

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

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

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

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

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

Charge It Up

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

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

Source: Court documents

Bloomberg Law

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Worth Your Time

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

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

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



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

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

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

Documents

[Trustee's Objection](#)

Related Articles

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

Dec. 9, 2021, 3:00 AM

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

Aug. 12, 2021, 3:00 AM

Law Firms

Simpson Thacher
Hogan Lovells
Jones Day
Skadden
Sidley Austin
Quinn Emanuel
Cravath Swaine & Moore
Latham & Watkins
Kirkland & Ellis
Boies Schiller Flexner

Topics

expert fees
compensation of bankruptcy attorney
acquisitions
U.S. trustees
financial markets
client-paid legal fees
data breaches

Companies

Johnson & Johnson
Thomson Reuters Corp