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Attorneys for Plaintiff

JOSUE ISRAEL JERONIMO BRAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

STEPHEN ARMAS and JOSE ISRAEL
JERONIMO BRAN, as individuals and on
behalf of others similarly situated and the State
of California under the Private Attorneys
General Act,

Plaintiffs,

vs.

JJ&S ASBESTOS REMOVAL, INC., and
DOES 1 through 50, inclusive,

Defendants.

Case No. 24CU000405C

*[Assigned for All Purposes to Hon. Blaine K.
Bowman, Dept. C-74]*

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

Date: October 2, 2026

Time: 8:30 a.m.

Dept.: C-74

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19 Attorneys for Plaintiff

20 STEPHEN ARMAS

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

2 1. I am counsel of record for the Plaintiffs in this action, Stephen Armas and
3 Jeronimo Bran (“Plaintiffs”), and I am the Settlement Attorney at Ferraro Vega Employment
4 Lawyers (“FVEL”). I am licensed to practice law in the State of California.

5 2. I submit this declaration (this “Declaration”) in support of Plaintiffs’ (1) Motion
6 for Final Approval of Class Action Settlement and (2) Motion for Attorneys’ Fees and Costs. If
7 called as a witness, I would testify honestly to the below facts based on my personal knowledge.
8 Attached to this Declaration are true and correct copies of the following documents:

- 9 a. Exhibit 1 – Joint Stipulation and Settlement Agreement of Class Action
10 and PAGA Representative Action Claims
11 b. Exhibit 2 – Firm Resume
12 c. Exhibit 3 – *Laffey Matrix*
13 d. Exhibit 4 – Brightflag Report: “Hourly Rates in Am Law 100 Firms:
14 Increases and Key Drivers”
15

16 **Case Background and Settlement**

17 3. The claims and litigation background for this wage and hour class and PAGA
18 action (the “Action”) through the date of preliminary approval are set forth in the Declarations of
19 Nicholas J. Ferraro previously filed in support of Plaintiffs’ Motion for Preliminary Approval.
20 (See ROA #34, 41.) Those facts are not restated here. Additionally, all defined terms used herein
21 shall be read with the same meaning as defined in the Settlement Agreement (the “Settlement”),
22 attached as Exhibit 1 to this Declaration.

23 4. Since the Court’s Order Granting Preliminary Approval, the Class Notice has been
24 disbursed to Class Members in a manner consistent with the terms and conditions of the Court’s
25 order and the Settlement. The notice procedure is set forth in the accompanying declaration of
26 the Administrator.

27 5. The resolution reached at the mediation is memorialized in the Settlement, a true
28 and correct copy of which is attached as Exhibit 1. On April 28, 2026, FVEL duly informed the

1 LWDA of the Settlement, including resolution of the PAGA claims, by uploading the Settlement
2 and providing information about the terms of the Settlement to the LWDA, using its online portal.
3 To date, the LWDA has provided no responses nor indicated any objection or opposition to the
4 Settlement.

5 **Adequacy of Representation**

6 6. FVEL will continue to represent Plaintiffs and the best interests of the
7 Participating Class Members and PAGA Members through final approval of the proposed
8 Settlement in this Action. Neither FVEL (as an organization nor any of its individual attorneys
9 or staff) nor Plaintiffs have any conflicts of interests with the Class as a whole or with any
10 individual Class Member. There are no ancillary agreements made in connection with the
11 Settlement between or among Plaintiffs, Defendant, or their respective counsel of record. FVEL
12 has substantial experience handling wage and hour class, FLSA collective, and PAGA actions in
13 California, as well as wage and hour class and collective actions in Washington State, where some
14 of our attorneys are also licensed and practice. Many of the California cases FVEL has been
15 approved as Class Counsel are listed on our Firm's Resume, a true and correct copy of which is
16 attached as Exhibit 2.
17

18 **Contingency Fee and Billing Rates**

19 7. FVEL represents employees on a contingency fee basis. Our attorney fee
20 agreement authorizes the recovery of attorneys' fees based on a percentage of the common fund.
21 If a case is unsuccessful, our clients are not obligated to reimburse us for the costs incurred.
22 Therefore, we take on the risk of the case for the benefit of the client and class as a whole. A few
23 of these risks, and a general description of the nature of our contingency practice, follows:

24 a. Unlike my former practice representing companies, plaintiff-side class
25 action attorneys do not get paid by the hour in regular billing cycles. Instead, in every case, there
26 is no recovery unless we win. The cases that are often presented to the Court are cases like this
27 one where there is a successful outcome and resolution, with what can be a substantial recovery
28 of funds. However, for every case with a final approval or settlement order that is successful,

1 there are an equal or greater number of others that result in an unsuccessful outcome. In the wage
2 and hour context, it is not uncommon to have a prior settlement releasing the claims at issue in
3 the case you have filed, an inability of the defendant to pay or resolve the case on a class or PAGA
4 basis, a defendant or its counsels' efforts to settle individually with employees and effectively
5 "gut" the case, merits issues that develop based on strong overlooked factual defenses of the
6 employer, among the usual risks such as the legal challenges in certifying cases as class actions
7 when there is a rampant problem (such as rest breaks) but very little documentary evidence (and
8 the case boils down to conflicting testimony).

9 b. In these cases, the defendant employer is often represented by the top
10 AmLaw 100 or 200 law firms, or well-established full-service litigation firms with excellent
11 lawyers. The defendant employer often has insurance that covers some aspect of their defense
12 and are often well prepared to handle the litigation. The quality and sophistication of defense
13 representation is typically excellent, with hardworking, motivated associate attorneys. Our
14 formidable adversaries on the opposite side of the aisle have the benefit of non-contingent, hourly
15 work, based on market-based billing rates.

16 c. There is a substantial "non-billable" time investment required in this line
17 of work. A significant portion of my hours, my partner and associates' hours, and the hours of
18 my legal assistants, law clerks, and other hourly staff, are spent on activities that are what I call
19 "double non-billable." First, they are not billable because we never charge our clients or potential
20 clients an hourly fee. Second, this work is non-billable because the time will never be submitted
21 to the Court for approval in a class action settlement motion. For example, we do hundreds if not
22 thousands of free consultations each year for employees. Most employees do not have a case and
23 need general advice that ranges from setting an appropriate meeting with the Human Resources
24 Department to voice their issue, to simply advising employees that the actions are not illegal and
25 therefore they have no case. Additionally, we often research and investigate cases, spending
26 upwards of 50-100 hours, only to find out that there is a prior case or settlement in a different
27 county or district, or there is an arbitration agreement that precludes the case altogether, or the
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1 company has financial issues. These are a few examples of the time incurred that is never billed
2 or recovered. Our firm must absorb these costs, which is why the contingency practice only works
3 when the risk is appropriately accommodated.

4 d. We must front 100% of the costs associated with the case, as well as our
5 internal overhead. FVEL does not employ litigation financing, so everything is funded through
6 hard work, with our firm taking on all the lending risk. All costs on every case are advanced by
7 FVEL without interest. In these cases, FVEL advances all costs of the litigation (which can
8 generally range from \$15,000 to more than \$150,000), in addition to covering internal firm costs
9 such as payroll, rent, equipment, insurance, software licenses, research, and other usual law firm
10 overhead, and take on 100% of the risk if the case is unsuccessful. At the outset of a case, you
11 do not know if the defendant is going to settle or if they wish to litigate it for two to five years.
12 In cases worth hundreds of thousands or millions of dollars, defendants often want to drag cases
13 out for years to delay payment.

14 e. The labor and employment attorney market is competitive, and FVEL has
15 to compete to retain and hire talented attorneys from the same firms that we go up against, and
16 which have the benefit of non-contingent, hourly billing and payment structures. Defense
17 associates at many of these firms earn a starting salary in excess of \$200,000 with associate
18 salaries increasing in the eighth year to more than \$400,000, before bonuses are earned. *The 2024*
19 *salary survey, CHAMBERS ASSOCIATES*, [https://www.chambers-associate.com/law-firms/law-](https://www.chambers-associate.com/law-firms/law-firm-salaries)
20 [firm-salaries](https://www.chambers-associate.com/law-firms/law-firm-salaries) (last visited Sept. 18, 2024); see also “Big Law Associate Compensation Soars to
21 \$240k for 1st Years, \$550K for 8th Years,” TaxProf Blog,
22 [https://taxprof.typepad.com/taxprof_blog/2023/12/biglaw-associate-compensation-soars-to-](https://taxprof.typepad.com/taxprof_blog/2023/12/biglaw-associate-compensation-soars-to-240k-for-1st-years-550k-for-8th-years-.html)
23 [240k-for-1st-years-550k-for-8th-years-.html](https://taxprof.typepad.com/taxprof_blog/2023/12/biglaw-associate-compensation-soars-to-240k-for-1st-years-550k-for-8th-years-.html) (Dec. 1, 2023). Partners at these firms earn
24 significantly more. As a public interest, boutique law firm with a focus on retaining talent
25 through the quality of our work, the focus of our work, helping regular people and having a
26 positive impact on corporate policy and compliance, we also need to remain competitive in the
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1 market to retain and hire attorneys who always have the opportunity to take their skills to work
2 in defense of companies in these matters.

3 f. The hours expended in this Action precluded us from taking on other
4 additional matters that did not bear the same risk profile as this one.

5 g. As an additional point of reference, this Court may be further aware that
6 the standard contingency fee for employment (and other similar litigation) ranges from 33.33%
7 for a prelitigation settlement, to 40% once a lawsuit has been filed, to the upwards of even 50%
8 if the case proceeds through trial. These cases are subject to the private market's range for
9 contingency fee rates and allow individuals to obtain counsel through the contingency fee model.
10 Class action litigation fees, which are subject to the scrutiny and approval of the court, are well
11 within the low range of these contingency rates that other attorneys and law firms generally charge
12 for single-plaintiff work. This supports the fee award here, particularly given the public interest
13 served and the number of individuals who benefit from settlements such as these.

14 h. Our view, reflected in the case law, is that the contingency model,
15 tempered by the lodestar multiplier cross-check, helps account for these and other risks. Because
16 there are a lot of sunk time and costs on cases and potential cases that are never filed or never
17 settled, the contingency fee structure is really the backbone of this practice and a core element of
18 access to justice keeping our firm and others like it in business and with the necessary resources
19 to advance the interests of our clients and the public at large in litigation that the Legislature has
20 deemed important and that we believe in.

21 8. Our attorneys' fees are provided for in the Settlement Agreement, which
22 authorizes an attorneys' fee of 35% of the settlement fund. Additionally, our fully contingent
23 Attorney-Client Retainer Agreement with our client provides that fees shall be calculated for any
24 class settlement as a percentage of the settlement fund.

25 9. For reference, however, FVEL worked 52.7 total hours on this case, excluding
26 non-billable secretarial and administrative work.
27
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1 10. Our hourly rate is \$685 per hour, based on the skill and experience of FVEL’s
2 leading attorneys Nicholas Ferraro and Lauren Vega. This hourly rate has been approved in the
3 class action approvals listed on our Firm Resume.

4 11. The reasonableness of these rates is confirmed by comparing them with the rates
5 of other counsel practicing complex and class litigation, as detailed in the National Law Journal
6 Billing Survey. *See e.g. Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist.
7 LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average billing rate for
8 partners” and “Mayer Brown's \$543 average associate billing rate” are reasonable rates when
9 compared within 21 other firms practicing in the Southern District of California). Moreover,
10 these hourly rates are generally in line with rates prevailing in this community for similar services
11 by lawyers of reasonably comparable skill, experience, and reputation. *See, e.g., Soler v. Cnty. of*
12 *San Diego*, No. 14cv2470-MMA (RBB), 2021 U.S. Dist. LEXIS 114484, *15 (S.D. Cal. Jun. 18,
13 2021) (collecting cases and noting that “courts in this District have awarded hourly rates for work
14 performed in civil cases by attorneys with significant experience anywhere in the range of \$550
15 per hour to more than \$1000 per hour”); *Herring Networks, Inc. v. Maddow*, No. 19-cv-1713-
16 BAS-AHG, 2021 U.S. Dist. LEXIS 23163, *18-21 (S.D. Cal. Feb. 5, 2021) (collecting cases
17 awarding fees based on hourly rates in the range of \$295 to \$943 and concluding that “reasonable
18 rates in this district for those of comparable skill, experience, and reputation” were between \$470
19 to \$1,150); *Khoja v. Orexigen Therapeutics*, No. 15-cv-00540-JLS-AGS, 2021 U.S. Dist. LEXIS
20 230105, at *31 (S.D. Cal. Nov. 30, 2021) (holding the lodestar cross-check (which included
21 partner rates of \$925-\$1,100) supported a fee representing 33.3 percent of the common fund). I
22 have personally worked at other plaintiff-side class action employment firms specializing in wage
23 and hour representative actions wherein litigating partners’ lodestar rates of \$1,500/hour, senior
24 attorney’s rates of \$950/hour, and my own individual lodestar rate as an associate attorney of
25 \$575/hour were routinely awarded by Courts throughout the state in similar wage and hour cases,
26 even when those cases’ gross settlement amount was less than that in the instant Action.
27
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12. Additionally, San Diego County Superior Court Judge Sturgeon approved FVEL's attorneys' fees based on our submission of an hourly rate set forth on the *Laffey Matrix*'s \$700+ per hour benchmark for attorneys with 8 years of experience in *Belmontez-Carillo v. Metropolitan Area Advisory Committee*, San Diego Sup. Ct. Case No. 37-2019-00054227-CU-OE-CTL (Hon. Eddie C. Sturgeon) (Feb. 23, 2023). Our motion papers in that case asked the Court to cross check our rates (and those of our co-counsel) using the *Laffey Matrix*, an inflation-adjusted methodology of attorney rates for lawyers of varying experience levels first approved by the U.S. Court of Appeals for the District Court of Columbia in *Laffey v. Northwest Airlines, Inc.*, 746 F.2d 4 (D.C. Cir. 1984). The *Laffey Matrix*, for attorneys with up to 8 years' experience, provides for a median rate of \$733 per hour. A true and correct copy of the *Laffey Matrix*, is attached in full as Exhibit 3 to this declaration. However, the Court in *Belmontez* approved the fee motion and final approval motion without discussion or analysis.

13. These rates are further supported by the actual billing rates in the San Diego market. For example, based on publicly available litigation filings from this year, the market rate for employment law attorneys, based on those presently in effect at San Diego's largest law firm by attorney headcount, Procopio, Cory, Hargreaves & Savitch, are as follows: \$710 for Partner and \$510 for Associate (5th Year). Partner and blended rates at other AmLaw 100 law firms are often higher according to a report from a recent methodology. See Exhibit 4 (2024 Am Law 100 Billing Rate Methodology). The high hourly rates reflect increasing overhead, costs of living, attorney costs, inflation, and other pressures. The landscape for contingency attorneys is even more challenging, warranting comparable rates.

14. Our practice operates on a 100% contingent fee basis, whereby we cover the litigation costs for our clients and do not require repayment in the event the case does not result in a prevailing outcome or settlement. We take on the risk of the case and work efficiently and effectively for our clients. Based on these factors and the foregoing information, we respectfully request the Court approve the request for reimbursement of attorneys' fees in this case.

Costs

15. My firm has requested reimbursement of litigation costs totaling \$12,293.03:

Category	Costs
OneLegal and Filing Fees	\$2,204.34
Mediation Fees	\$10,000
Postage	\$13.69
LWDA Fee	\$75.00
Total	\$12,293.03

16. Because these costs are reasonable, ordinary, and customarily occurred in the prosecution of this wage and hour class action, Plaintiffs respectfully request the Court approve the reimbursement of our Litigation Costs.

Service Payment to Plaintiffs

17. The Settlement provides for a Service Payment of *up to* \$20,000 (\$10,000 to Plaintiff Armas and \$10,000 to Plaintiff Bran) to recognize Plaintiffs' substantial effort, risk, and initiative in assisting with the prosecution and resolution of this case. The Service Payment for Plaintiffs is fair and reasonable in this case under the *Van Vranken* five-factor test. *Van Vranken v. Atl. Richfield Co.*, 901 F. Supp. 294, 299 (N.D. Cal. 1995). The Service Award accounts for a small portion of the Gross Settlement Amount. Without Plaintiffs' initiative in pursuing this case, there would likely be no recovery, and the statute of limitations for the alleged wage and hour claims may have continued to run on current and former employees unwilling or unknowing of their ability to recover past lost wages for the claims alleged. Plaintiffs' steadfast contributions in light of the risks and stresses of the case litigation should be acknowledged. Additionally, Plaintiffs turned down settlement opportunities that would have resulted in a higher individual payment, but at a cost to the putative Class.

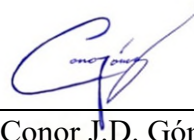
18. Plaintiffs' efforts as the Class Representatives and the basis for the requested Service Payment are further detailed in the accompanying Declaration of Plaintiff Stephen Armas and Declaration of Plaintiff Jeronimo Bran.

Concluding Statements

19. In sum, I believe that the Settlement in this case is fair, reasonable, and in the Class's best interests. FVEL worked hard and creatively for this Settlement and obtained a

1 positive result for the Class, with individuals recovering significant compensation. The resolution
2 at mediation presented an excellent opportunity for the Class to obtain a robust and substantial
3 Settlement, which I believe should be approved.

4 I declare under penalty of perjury under the laws of the State of California and the United
5 States of America that the foregoing is true and correct. Executed on September 8, 2026, in San
6 Diego, California.



Conor J.D. Gómez, Esq.
*Attorney for Plaintiffs Stephen Armas and
Jeronimo Bran*

EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO - HALL OF JUSTICE COURTHOUSE

STEPHEN ARMAS and JOSUE ISRAEL
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similarly situated,

Plaintiffs,

v.

JJ&S ASBESTOS REMOVAL, INC., and
DOES 1 through 50, inclusive,

Defendants.

CASE NO. 24CU000405C
[Unlimited Jurisdiction]

*Assigned for all purposes to the
Honorable Blaine K. Bowman, Dept. C-74*

**JOINT STIPULATION AND SETTLEMENT
AGREEMENT OF CLASS ACTION AND
PAGA REPRESENTATIVE ACTION CLAIMS**

Second Amd CT: January 16, 2026
First Amd CT: September 3, 2024
Complaint Filed: July 10, 2024
Trial Date: Not Set

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1 This Joint Stipulation And Settlement Agreement Of Class Action And PAGA
2 Representative Action Claims is made by and between Plaintiffs Stephen Armas and Josue Israel
3 Jeronimo Bran on behalf of themselves and each of the other Class Members, on the one hand,
4 and Defendant JJ&S Asbestos Removal, Inc. on the other hand, and is subject to the approval of
5 the San Diego County Superior Court.

6 **1. DEFINED TERMS**

7 1.1 “Action” or “Class Action” means the civil action being resolved by this
8 settlement entitled *Stephen Armas v. JJ&S Asbestos Removal, Inc.* San Diego County Superior
9 Court Case No. 24CU000405C.

10 1.2 “Agreement,” “Settlement,” “Settlement Agreement,” or “Stipulation” means this
11 Joint Stipulation And Settlement Agreement Of Class Action And PAGA Representative Action
12 Claims.

13 1.3 “Bran Action” means the civil action entitled *Josue Israel Jeronimo Bran v. JJ&S*
14 *Asbestos Removal, Inc.* Orange County Superior Court Case No. 30-2024-01415808-CU-OE-
15 CXC, Request for Dismissal without prejudice entered on February 11, 2026.

16 1.4 “Class,” “Class Members,” and “Settlement Class” means all current and former
17 non-exempt employees of Defendant who worked in California during the Class Period.

18 1.5 “Class Counsel” means Scott M. Lidman, Milan Moore and Tiara Gose-Hardy of
19 Lidman Law, APC, Paul K. Haines of Haines Law Group, APC and Nicholas Ferraro of Ferraro
20 Vega Employment Lawyers.

21 1.6 “Class Member Payment” means each Participating Class Member’s payment
22 under this Settlement for being a Participating Class Member.

23 1.7 “Class Period” means the period from July 10, 2020 through March 4, 2026.

24 1.8 “Class Notice” means a notice entitled “Notice Of Class Action And PAGA
25 Representative Action Settlement” in the form substantially similar to that attached hereto as
26 **Exhibit A.**

27 1.9 “Class Representatives” or “Plaintiffs” means Plaintiff Stephen Armas and Josue
28 Israel Jeronimo Bran.

1 1.10 “Complaint” means the Third Amended Class Action and Representative Action
2 Complaint filed in the Action on April 6, 2026. This is the operative pleading in the Action
3 which adds the Plaintiff Bran to the Action and his related claims. Plaintiff Armas’ PAGA notice
4 to the LWDA is attached to, and is part of, the Complaint. Plaintiff Bran’s PAGA notice to the
5 LWDA is attached to, and is part of, the Complaint.

6 1.11 “Costs Award” means the amount of litigation expenses Class Counsel incurred
7 in prosecuting on behalf of the Class and PAGA Group and that are awarded by the Court.

8 1.12 “Court” means the Superior Court for the State of California, for the County of
9 San Diego, which is the court that the Parties will be submitting this Settlement to for purposes
10 of obtaining court approval.

11 1.13 “Covered Claims” and “Released Claims” means any and all claims asserted in
12 the Complaint or any other claims that could have been asserted in the Complaint based on the
13 facts alleged in the Complaint, which the Class and/or any Class Member has ever had, or
14 hereafter may claim to have, for the Class Period. This includes any and all claims during the
15 Class Period concerning violations or damages relating to meal periods, rest periods, pay stubs,
16 off the clock work, minimum wages, overtime wages, late payment of wages, waiting time
17 penalties, unreimbursed business expenses, recordkeeping, record production, claims for
18 violation of the California Labor Code (including Labor Code §§ 201, 202, 203, 204, 226(a),
19 226.7, 510, 512, 1174(d), 1194, 1197, 1198, 2802), claims for violation of all similar provisions
20 or requirements of California law (including the California Code Of Regulations, the California
21 Industrial Welfare Commission Wage Orders, and the General Minimum Wage Order, and
22 Business & Professions Code §§ 17200 et seq.). As of the Final Approval Date, each
23 Participating Class Member shall be deemed to have fully, finally, and forever released,
24 relinquished, and discharged the Released Parties from all Released Claims.

25 1.14 “Class List” means a confidential list of Class Members that Defendant will
26 diligently and in good faith compile from its records and provide to the Settlement Administrator
27 only. Class Counsel will not receive a copy of the confidential list. The Class List shall be in
28 computer-readable format, and shall include each Class Member’s full name; employee ID while

1 employed with Defendant; dates of employment during which he or she worked as a non-exempt
2 employee for Defendant; last known home address and last known telephone number to the extent
3 available in Defendant's Human Resources employee information database; and Social Security
4 number to perform a skip trace in order to obtain the best possible address for Class Members
5 prior to mailing the Class Notice to Class Members.

6 1.15 "Defendant" means JJ&S Asbestos Removal, Inc.

7 1.16 "Defendant's Counsel" means Phillip G. Simpler, and Audrey W. Surridge of
8 Fisher & Phillips LLP.

9 1.17 "Effective Date" means the later of: (a) if any Class Member validly submits an
10 Objection, the date on which the time for appeals from any order ruling on the objections or
11 granting Final Approval of the Settlement has run; (b) the resolution of any appeal, filed by a
12 Class Member who validly submitted an Objection, from any orders ruling on any objection or
13 granting Final Approval of the Settlement; or (c) in the event there are no objections submitted
14 and/or all objections submitted have been withdrawn, then the date the Court signs an Order
15 granting Final Approval of the Settlement.

16 1.18 "Fees and Costs Award" means the aggregate total of the Fees Award and the
17 Costs Award to Class Counsel approved by the Court.

18 1.19 "Fees Award" means the attorneys' fees amount approved by the Court to be paid
19 to Class Counsel for the services they have rendered in prosecuting on behalf of the Class and
20 PAGA Group, in an amount not to exceed thirty-five percent (35%) of the Total Settlement
21 Amount.

22 1.20 "Final Approval," "Final Approval Order," and "Order Granting Final Approval"
23 means the Court's order granting final approval of the Settlement.

24 1.21 The "Final Approval Date" means the date that the Court signs the Final Approval
25 Order.

26 1.22 "Final Approval Hearing" means the hearing at which the Court considers
27 whether to issue an order granting final approval to the Settlement.

28 1.23 "Individual Settlement Payment" means the amount payable from the Settlement

1 to Class Members under the terms of this Settlement. A Settlement Class Member who is both
2 a Participating Class Member and a PAGA Group Member is entitled to receive both payment
3 for being a Participating Class Member and a PAGA Penalty Payment. A Settlement Class
4 Member who is only a Participating Class Member but not a PAGA Group Member is only
5 entitled to receive a payment for being a Participating Class Member.

6 1.24 “Net Settlement Fund” means the funds available to pay Class Member Payments.
7 The Net Settlement Fund shall constitute the Total Settlement Amount minus the sum of the
8 Court-approved (1) Fees and Costs Award, (2) the Service Awards, (3) the Settlement
9 Administration Costs, and (4) the PAGA Payment.

10 1.25 “Notice Packet” or “Notice” means a mailing from the Settlement Administrator
11 which contains the Class Notice.

12 1.26 “Objection/Exclusion Deadline” and “Response Deadline” means the date sixty
13 (60) calendar days after the Notice Packet is first mailed (judged by the postmark date) by the
14 Settlement Administrator to the Class Member. The Response Deadline is the deadline by which
15 Class Members may validly submit an Objection, Request for Exclusion, or a dispute concerning
16 their weeks worked to the Settlement Administrator. In the event that a Notice Packet is re-
17 mailed to a Class Member because the first one was undeliverable, the Class Member shall have
18 an additional fifteen (15) calendar days beyond the Response Deadline to submit a valid
19 Objection, Request for Exclusion, or dispute concerning their weeks worked.

20 1.27 “Objection” means a document sent by a Class Member to the Settlement
21 Administrator which contains the Class Member’s name and the basis for their objection to the
22 Settlement.

23 1.28 “PAGA Claims” and “Released PAGA Claims” means any civil penalties under
24 the Private Attorneys General Act of 2004 arising from the Covered Claims during the PAGA
25 Period. As of the Final Approval Date, each PAGA Group Member shall be deemed to have
26 fully, finally, and forever released, relinquished, and discharged the Released Parties from all
27 PAGA Claims.

28 1.29 “PAGA Group Members” and “PAGA Group” means all Class Members who

1 worked as non-exempt employees of Defendant at any time from July 30, 2024, the date of the
2 PAGA notice filed in the earlier filed Bran Action to March 4, 2026.

3 1.30 “PAGA Payment” means the portion of the Gross Settlement Fund totaling
4 Twenty Thousand Dollars (\$20,000.00), which will be paid pursuant to PAGA. Thirty-five
5 percent (35%) of the PAGA Payment, or \$7,000, will be paid to the PAGA Group Members.
6 Sixty-five percent (65%) of the PAGA Payment, or \$13,000, will be paid to the LWDA.

7 1.31 “PAGA Penalty Payment” means each PAGA Group Member’s payment under
8 this Settlement for being a member of the PAGA Group.

9 1.32 “PAGA Period” means the period from July 30, 2024 to March 4, 2026.

10 1.33 “Participating Settlement Class Member” or “Participating Class Member”
11 means any Class Members who did not submit a timely and valid Request for Exclusion.

12 1.34 “Parties” means Defendant and the Class Representatives.

13 1.35 “Preliminary Approval Order” and “Order Granting Preliminary Approval”
14 means an order issued by the Court preliminarily approving the terms of this Settlement.

15 1.36 “Preliminary Approval Date” means the date that the Court signs the Preliminary
16 Approval Order.

17 1.37 “Request for Exclusion” or “Exclusion Request” means a document sent by a
18 Class Member to the Settlement Administrator which contains the Class Member’s name,
19 address, the date, and their signature, and which indicates their desire to be excluded from the
20 Settlement.

21 1.38 “Released Parties” means Defendant, all of its affiliates, and each of Defendant’s
22 subsidiaries, owners, shareholders, members, agents (including, without limitation, any
23 investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future
24 officers, directors and employees), predecessors, successors and assigns.

25 1.39 “Settlement Administrator” means Phoenix Settlement Administrators, or
26 another neutral third-party settlement administrator to be selected by the Parties.

27 1.40 “Settlement Administration Costs” means the costs of the Settlement
28 Administrator to administer this Settlement, currently estimated at \$8,250.00.

1 1.41 “Service Awards” or “Enhancements” means the amounts that the Court
2 authorizes to be paid to the Class Representatives in the Action separate and apart from their
3 Individual Settlement Payment. The Service Award is not to exceed Ten Thousand Dollars
4 (\$10,00.00) to each Plaintiff, for a total of Twenty Thousand Dollars (\$20,000) to each named
5 Plaintiff, subject to Court approval.

6 1.42 “Total Settlement Amount,” “Gross Settlement Fund,” or “Common Fund” means
7 the total amount that Defendant will be required by this Stipulation to pay to: Participating Class
8 Members (which includes the employee payroll taxes withheld from the wage component of the
9 Class Member Payments); the PAGA Group Members, the Class Representative; Class Counsel;
10 the Settlement Administrator; and the LWDA. The Total Settlement Amount is Three Hundred
11 and Ten Thousand Dollars (\$310,000.00). The Total Settlement Amount is non-reversionary,
12 meaning that, if the Settlement is approved and becomes effective, no part of this amount shall
13 be returned to Defendant. Defendant’s share of employer payroll taxes on such sums paid out as
14 wages under this Settlement (e.g., FICA, FUTA, SUTA, SDI, ETT, etc.) shall not be paid out of
15 and deducted from the Total Settlement Amount. Rather, Defendant shall pay the employer-side
16 payroll taxes separately and in addition to the Total Settlement Amount. The Total Settlement
17 Amount is subject to increase pursuant to section 8.2 of this Agreement.

18 **2. SETTLEMENT CHART AND PRELIMINARY REPRESENTATIONS**

19 2.1 Settlement Chart. This chart is intended solely for the convenience of the Court:
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<u>Common Fund Allocation</u>	
Gross Settlement Fund	\$310,000
Net Settlement Fund (Estimated)	\$128,250.00
Service Award To Class Representatives (As Awarded By The Court)	\$10,000 each; total \$20,000
Attorneys' Fees And Costs (As Awarded By The Court)	\$108,500.00 (Attorneys' Fees) \$25,000.00(Costs)
Estimated Settlement Administrator Costs (As Awarded by the Court)	\$8,250.00
PAGA Payment (As Awarded by the Court)	\$20,000 (65% To The LWDA, 35% To PAGA Group Members)

2.2 Certification. The Court has not yet certified the Class in a litigation context. As part of this Agreement and for purposes of settlement only, the Parties stipulate and agree that the Court may certify the Class for the Class Period. Should, for whatever reason, the Settlement not become final, the fact that the Parties stipulate and agree to class certification as part of the Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in this Action, and will have no bearing on, and will not be admissible in connection with, the issue of whether a class should be certified in any other lawsuit. If the Court should for any reason fail to approve the Settlement, this Agreement shall be considered null and void, and Defendant shall have the right to challenge any further certification efforts, including by seeking to compel individual arbitration of Plaintiffs' claims and seeking to strike the class action allegations. The Parties agree that, by entering into this Agreement, Defendant has not waived the right to pursue a motion to compel individual arbitration of Plaintiffs' claims or any other Class Members' claims and seeking to strike the class allegations. Likewise, Plaintiffs are not waiving any defense to any purported arbitration agreement by entering into this Agreement.

2.3 Investigation. The Parties have conducted significant investigation of the facts and law. Such discovery and investigation included the review of documents and data necessary

1 to calculate potential damages and penalties. Counsel for the Parties investigated the law as
2 applied to the facts discovered regarding the alleged claims of the Class Members and potential
3 defenses thereto, and the damages claimed by the Class Members.

4 2.4 Defendant's Reasons for Settlement. Defendant concluded that any further
5 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts
6 of time, energy and resources of Defendant have been and, unless this Settlement is made, will
7 continue to be devoted to the defense of the claims asserted by the Class Representatives.
8 Defendant has also taken into account the risks of further litigation in reaching its decision to
9 enter into this Settlement. Defendant has, therefore, agreed to settle in the manner and upon the
10 terms set forth in this Agreement to put to rest the claims as set forth in the Complaint.

11 2.5 Defendant's Denials of Wrongdoing. Defendant has denied and continues to deny
12 each of the claims and contentions alleged by Class Members in the Action. Defendant has
13 repeatedly asserted, and continues to assert, defenses thereto, and has expressly denied and
14 continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct
15 alleged in the Action. Defendant also has denied and continues to deny, inter alia, the allegations
16 that the Class Members have suffered damage; that Defendant violated any laws; that Defendant
17 engaged in any wrongful conduct as alleged in the Action; or that Class Members were harmed
18 by the conduct alleged in the Action. Neither this Agreement, nor any document referred to or
19 contemplated herein, nor any action taken to carry out this Agreement, is, may be construed as,
20 or may be used as an admission, concession or indication by or against Defendant of any fault,
21 wrongdoing or liability whatsoever.

22 2.6 Class Representatives' Claims. The Class Representatives have claimed and
23 continue to claim that the Complaint has merit and gives rise to liability on the part of Defendant.
24 This Agreement is a compromise of disputed claims, and the Class Representatives' willingness
25 to enter into this Agreement takes into account Defendant's defenses to liability and to class
26 certification. Nothing contained in this Agreement and no documents referred to herein and no
27 action taken to carry out this Agreement may be construed or used as an admission by or against
28 the Class Representatives or Class Counsel as to the merits or lack thereof of the claims asserted.

1 2.7 It is the desire of the Parties to fully, finally and forever settle, compromise and
2 discharge the Released Parties from the Released Claims and the Released PAGA Claims, and
3 this Settlement Agreement is intended to constitute a full and complete settlement and release of
4 all the Released Parties from all of the claims asserted in the Complaint.

5 2.8 Dismissal of the Bran Action. As part of this settlement, the Parties stipulated to
6 the amendment of the operative complaint in the Armas Action to add the plaintiff and claims
7 from the Bran Action for purposes of seeking approval of the class and PAGA settlement, and
8 subsequent dismissal of the Bran Action. The Court approved of the filing of the amended
9 complaint in the Armas Action and said amended complaint was filed on January 16, 2026. As
10 part of this agreement Class Representative Bran has already dismissed his pending action
11 without prejudice such that Bran's claims can be resolved by this Agreement. The Request for
12 Dismissal was entered by the Court on February 11, 2026.

13 **3. CLASS AND PAGA SETTLEMENT AGREEMENT**

14 3.1 Settlement Components. The Settlement shall have six components: (1) the
15 Individual Settlement Payments; (2) the Class Representatives' Service Awards; (3) Class
16 Counsel's Fees and Costs Award; (4) the Settlement Administration Costs; (5) the portion of the
17 PAGA Payment going to the LWDA; and (6) Defendant's payroll taxes. The first five of these
18 components are included in the Total Settlement Amount. Defendant's payroll taxes shall be
19 contributed separately by Defendant in addition to the Total Settlement Amount.

20 3.2 Creation of the Common Fund. Within the time required by this Settlement
21 Agreement, Defendant shall deliver the Net Settlement Funds and the associated employer share
22 of payroll taxes to the Settlement Administrator to create and fund the Common Fund. All
23 payments that Defendant is required to make pursuant to the Settlement Agreement shall be made
24 from the Common Fund by the Settlement Administrator. Defendant will retain exclusive
25 authority over, and responsibility for, those funds until it is required to deliver them to the
26 Settlement Administrator in accordance with this Settlement.

27 3.3 Calculation of Individual Settlement Payments. The Settlement Administrator
28 shall have the authority and obligation to calculate the amounts of the Individual Settlement

1 Payments in accordance with the methodology set forth in this Settlement and any orders of the
2 Court. The Parties agree that the formula for the Individual Settlement Payments to Class
3 Members as provided herein is reasonable and that the payments provided herein are designed to
4 provide a fair settlement to such persons for the claims being released.

5 3.3.1 This is not a claims-made Settlement. The Parties agree that Class Members will
6 not have to submit a claim form in order to participate in the Settlement. Each Participating Class
7 Member will be mailed a check representing their Class Member Payment. Class Member
8 Payments will be paid from the Net Settlement Fund. Any PAGA Group Member who worked
9 during the PAGA Period will also be mailed a check representing their PAGA Penalty Payment.

10 3.3.2 Class Member Payment Calculations: Class Member Payments will be paid from
11 the Net Settlement Fund to Participating Class Members pro rata based on the number of
12 workweeks credited to a Participating Class Member in relation to the total number of workweeks
13 credited to all Participating Class Members during the Class Period. Relying on the Class List,
14 the Settlement Administrator will calculate the number of workweeks (also referred to as “weeks
15 worked”) that will be credited to each Participating Class Member during the Class Period. For
16 purposes of calculating Class Member Payments, each Participating Class Member will be
17 credited with the total number of workweeks worked by that individual for Defendant as a non-
18 exempt employee in California during the Class Period. In calculating each Participating Class
19 Member’s weeks worked during the Class Period, only workweeks in which the Class Member
20 worked at least one day during that workweek will be counted. Workweeks in which no work
21 was performed by the Class Member, such as a leave of absence or vacation, will not be counted.
22 Each Participating Class Member shall be entitled to receive a pro-rata portion of the Net
23 Settlement Fund based upon their respective number of weeks worked credited to them during
24 the Class Period. For example, if Participating Class Member A is credited with 100 workweeks,
25 and all Participating Class Members are credited with a combined total of 100,000 workweeks,
26 then Participating Class Member A’s Class Member Payment would be calculated as follows:

27 i. $100 \text{ weeks worked for Participating Class Member A} \div 100,000 \text{ total weeks}$
28 $\text{worked for all Participating Class Members} = .001 \text{ (or .1\%).}$

1 ii. Participating Class Member A is entitled to a gross Class Member Payment that
2 is .1% of the Net Settlement Fund, or $(0.001 \times \$128,250.00) = \128.25 [gross amount]. This
3 gross amount is subject to deduction for employee taxes on the portion of the Class Member
4 Payment paid out as wages.

5 3.3.3 PAGA Penalty Calculations: After deducting the portion of the PAGA Payment
6 paid to the LWDA, the remainder of the PAGA Payment (\$7,000) will be distributed to the
7 PAGA Group Members. Each PAGA Group Member's PAGA Penalty Payment shall be
8 calculated by dividing the weeks worked credited to the PAGA Group Member during the PAGA
9 Period by the total number of weeks worked credited to the entire PAGA Group during the PAGA
10 Period. Relying on the Class List, the Settlement Administrator will calculate the number of
11 weeks worked to be credited to each PAGA Group Member during the PAGA Period. For
12 purposes of calculating PAGA Penalty Payments, each PAGA Group Member will be credited
13 with the total number of workweeks worked by that individual for Defendant as a non-exempt
14 employee in California during the PAGA Period. In calculating each PAGA Group Member's
15 weeks worked during the PAGA Period, only workweeks in which the Member worked at least
16 one day during that workweek will be counted. Workweeks in which no work was performed
17 by the Member, such as a leave of absence or vacation, will not be counted. Each PAGA Group
18 Member shall be entitled to receive a pro-rata portion of \$7,000 based upon their respective
19 number of weeks worked in the PAGA Period.

20 3.3.4 Class Members will be entitled to dispute the number of their credited weeks
21 worked as reported on their Class Notice. The procedure for submitting disputes is explained in
22 Paragraph 6.1.6 of this Agreement.

23 3.3.5 The checks for all Individual Settlement Payments will indicate on their face that
24 they are void if not negotiated within one hundred and eighty (180) days of their issuance. Failure
25 to cash an Individual Settlement Payment check within one hundred eighty (180) calendar days
26 will result in the uncashed Individual Settlement Payment escheating to the State of California,
27 Unclaimed Property Division, and the corresponding Participating Settlement Class Member
28 and/or PAGA Group Member shall remain bound by the Settlement, the Released Claims, the

Released PAGA Claims, and the Order Granting Final Approval.

3.3.7 The Parties recognize that the Individual Settlement Payments reflect in part a settlement of a dispute over claimed wages, interest, and penalties. The PAGA Penalty Payments shall be considered 100% penalties and interest. The Class Member Payments shall be allocated as follows: thirty percent (30%) of each Class Member Payment shall be considered wages (“Wage Component”) and seventy percent (70%) shall be considered penalties and interest (the “Non-Wage Component”). The Wage Component shall be reported on a W-2 Form and will be provided to each Participating Settlement Class Member. From each Participating Class Member’s Wage Component, the employee’s portion of employment taxes shall be made, including payroll deductions for state and federal withholding taxes, and any other applicable payroll deductions, owed by the Participating Settlement Class Member as a result of the payment. No withholdings shall be made on the Non-Wage Component of the Class Member Payments, or on the PAGA Penalty Payments. The Non-Wage Component and PAGA Penalty Payments shall be reported on a 1099 Form.

3.4 Class Representatives’ Service Awards. Subject to Court approval, to compensate Plaintiff Armas and Plaintiff Bran for their service and risk in connection with the being the Class Representatives, and for their general release of claims, the Parties agree to a payment from the Total Settlement Amount to each Class Representative for the Class Representatives’ Service Award in an amount not to exceed Ten Thousand Dollars (\$10,00.00) each for a total of Twenty Thousand Dollars (\$20,000). The Parties agree that a decision by the Court to award the Class Representatives Service Awards less than Ten Thousand Dollars (\$10,00.00) each shall not be a basis for the Class Representative or Class Counsel to void this Stipulation. Defendant agrees not to oppose the Class Representatives’ Service Awards request if consistent with this Agreement. The Settlement Administrator shall issue each Class Representative a Form 1099 for their Court-approved Service Awards. The Class Representatives shall be solely and legally responsible to pay their own applicable taxes on this payment and shall hold harmless Defendant from any claim or liability for taxes, penalties, or interest owed by the Class Representative as a result of this payment. The Service Awards shall be in addition to the Class Representatives’

1 Individual Settlement Payments. If the Court approves Service Awards to the Class
2 Representatives that are less than the amount sought, the remainder will be retained in the Net
3 Settlement Fund for distribution to Participating Class Members.

4 3.4.1 The Class Representatives' Service Awards are for the Class Representatives'
5 services and assistance to the Class and additionally, in recognition for their willingness to
6 provide a full general release individually of any and all claims against Defendant, as set forth
7 below.

8 3.4.2 General Release by Class Representatives Only. In addition to the releases made
9 by the Participating Settlement Class Members set forth in 4.1 below and in consideration for the
10 Service Awards, each Class Representative, as of the Final Approval Date, in their individual
11 capacity for themselves, their heirs, executors, administrators, successors and assigns and with
12 respect to their individual claims only, will be deemed to have released the Released Parties from
13 all claims, demands, rights, liabilities and causes of action of every nature and description
14 whatsoever, known or unknown, asserted or that might have been asserted, whether in tort,
15 contract, or for violation of any state or federal statute, rule or regulation arising out of, relating
16 to, or in connection with her employment by and termination from Released Parties and any act
17 or omission by or on the part of any of the Released Parties committed or omitted prior to the
18 Final Approval Date (the "General Release"). This total release includes, but is not limited to,
19 all claims arising directly or indirectly from Class Representatives' employment with Released
20 Parties and the termination of that employment; claims or demands related to wages, bonuses,
21 vacation pay, benefits and expense reimbursements pursuant to any federal, state or local law or
22 cause of action, including, but not limited to, breach of contract, breach of the implied covenant
23 of good faith and fair dealing, infliction of emotional harm, wrongful discharge, violation of
24 public policy, defamation and impairment of economic opportunity; violation of the California
25 Fair Employment and Housing Act, the California Labor Code, the California Constitution; and
26 any claims for violation of the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964,
27 the Americans With Disabilities Act of 1990 and any private attorney general action under the
28 California Business & Professions Code §17200.

1 3.4.3 The General Release includes any unknown claims that the Class Representatives
2 do not know or suspect to exist in their favor at the time of the General Release, which, if known
3 by the Class Representative, might have affected their settlement with, and release of, the
4 Released Parties or might have affected their decision not to object to this Settlement or the
5 General Release. With respect to the General Release, the Class Representatives each stipulate
6 and agree that, upon the Final Approval Date, he shall be deemed to have, and by operation of
7 the Court's Final Approval Order, shall have expressly waived and relinquished, to the fullest
8 extent permitted by law, the provisions, rights and benefits of Section 1542 of the California
9 Civil Code, or any other similar provision under federal or state law, which provides:

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

14 3.4.4 The Class Representatives may hereafter discover facts in addition to or different
15 from those they now know or believe to be true with respect to the subject matter of the General
16 Release, but upon the Final Approval Date, shall be deemed to have, and by operation of the
17 Court's Final Approval Order, shall have, fully, finally, and forever settled and released any and
18 all of the claims released pursuant to the General Release whether known or unknown, suspected
19 or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed upon
20 any theory of law or equity, including, but not limited to, conduct that is negligent, intentional,
21 with or without malice, or a breach of any duty, law or rule, without regard to the subsequent
22 discovery or existence of such different or additional facts.

23 3.4.5 Notwithstanding the above, the scope of the General Release provided to the
24 Released Parties by the Class Representatives does not include any claims for state disability
25 benefits, workers compensation benefits, or unemployment benefits, or any claims that cannot
26 be released as a matter of law.

27 3.5 Class Counsel's Fees and Costs Award. Defendant agrees not to oppose or
28 impede any application or request by Class Counsel for attorneys' fees not to exceed thirty-five

1 percent (35%) of the Total Settlement Amount (i.e., \$108,500.00) and litigation costs not to
2 exceed \$25,000. If the Total Settlement Amount is increased pursuant to Paragraph 8.2 of this
3 Agreement, Class Counsel will request an award of attorneys' fees of thirty-five percent (35%)
4 of the Total Settlement Amount as so increased. The Parties agree that a decision by the Court
5 to award Class Counsel an amount less than thirty-five percent (35%) of the Total Settlement
6 Amount in attorneys' fees shall not be a basis for the Class Representatives or Class Counsel to
7 void this Agreement. Class Counsel shall be solely and legally responsible to pay their applicable
8 taxes on the payment made pursuant to this Paragraph. Class Counsel further agree that Class
9 Counsel shall be solely responsible for any allocation of the Fees and Costs Award as between
10 or among attorneys who have claims for such fees. Forms 1099 shall be provided to Class
11 Counsel for the payments made pursuant to this Paragraph. If the amount awarded to Class
12 Counsel for attorneys' fees or litigation costs is less than the amount sought, the remainder will
13 be retained in the Net Settlement Fund for distribution to Participating Class Members. The
14 Parties agree that fees related to Class Counsel's work in, and costs incurred by Class Counsel
15 in, the Bran Action (defined in Paragraph 1.3) are properly includable as part of Class Counsel's
16 requested fees and reimbursable costs in the Action, and the Court may include such fees and
17 costs in the Fees and Costs Award.

18 3.6 Settlement Administration Costs. The Settlement Administrator shall be paid for
19 the costs of administration of the settlement from the Gross Settlement Fund. The Settlement
20 Administration Costs are currently estimated to be \$8,250.00. The Settlement Administration
21 Costs include all tasks required of the Settlement Administrator by this Agreement including
22 performing a skip trace as well as basic searches on the National Change of Address Database in
23 order to obtain the best possible address for Class Members prior to mailing the Class Notice to
24 Class Members, the issuance of the Notice Packet, the required tax reporting on the settlement
25 amounts, the issuance of checks, including the issuing of W-2 and 1099 forms (if any), the
26 handling of Class Member questions and disputes, as well as calculation of employee
27 withholding taxes and the employer payroll taxes for Defendant to be remitted to the tax
28 authorities. At least twenty (20) calendar days prior to the Final Approval Hearing, the

1 Settlement Administrator shall provide counsel for the Parties with a declaration detailing the
2 due diligence the Settlement Administrator has undertaken with regard to the mailing of the
3 Notice Packet, including any attempts to re-mail any returned Notice Packets, the final costs of
4 administration, and reporting on the number of objections and exclusions submitted by Class
5 Members, as well as any disputes (and explain the status of the disputes).

6 3.7 Payment to the Labor and Workforce Development Agency. Subject to Court
7 approval, Twenty Thousand Dollars (\$20,000.00) of the Total Settlement Amount, called the
8 PAGA Payment, will be allocated to the PAGA Claims. With respect to the PAGA Payment,
9 65% (or Thirteen Thousand Dollars (\$13,000.00)) will be paid directly to the LWDA, and the
10 remaining 35% (Seven Thousand Dollars (\$7,000.00)) will be distributed to PAGA Group
11 Members. If it should later be determined by the Court that an additional amount is needed to
12 effectuate a full and complete release of the PAGA Claims, that additional amount shall be
13 deducted from the Total Settlement Amount.

14 3.8 Tax Liability. Defendant makes no representations as to the tax treatment or legal
15 effect of the payments called for hereunder, and the Class Representatives are not relying on any
16 statement or representation by Defendant in this regard. Class Members will be solely
17 responsible for the payment of any taxes on the payments described herein.

18 3.9 Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
19 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
20 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
21 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
22 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
23 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
24 WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR
25 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX
26 ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
27 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY
28 (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL

1 AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION
2 WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED
3 UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
4 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
5 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
6 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
7 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
8 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
9 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
10 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
11 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
12 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
13 AGREEMENT.

14 **4. RELEASE BY THE CLASS MEMBERS AND PAGA GROUP MEMBERS**

15 4.1 Release as to All Participating Class Members. By operation of the Final
16 Approval Order, all Participating Class Members, including the Class Representatives, release
17 the Released Parties from the Released Claims.

18 4.2 Release as to All PAGA Group Members. By operation of the Final Approval
19 Order, all PAGA Group Members, including the Class Representatives, release the Released
20 Parties from the PAGA Claims.

21 4.3 Releases Ineffective If No Final Approval Or Funding. In the event that (i) the
22 Court never enters a Final Approval Order, or (ii) Defendant fails to fund the Common Fund,
23 then the releases set forth in this Agreement and/or any Final Approval Order shall have no effect
24 and the Final Approval Order shall have no preclusive effect on the Released Claims or PAGA
25 Claims.

26 **5. PRELIMINARY APPROVAL**

27 5.1 As part of this Settlement, the Parties agree to the following procedures for
28 obtaining preliminary court approval of the Settlement, notifying Class Members, obtaining final

1 court approval of the Settlement, and processing the Individual Settlement Payments:

2 5.1.1 Preliminary Approval Motion. Class Counsel shall seek preliminary approval of
3 the Settlement in Court and request the entry of the Preliminary Approval Order. In connection
4 with seeking preliminary approval, Class Counsel will submit this Agreement and the proposed
5 Notice Packet to the Court.

6 5.1.3 Statement of Non-Opposition: The Defendant may file a statement of non-
7 opposition to the motion for preliminary approval.

8 **6. NOTICE PROCESS**

9 6.1 Notice Process. Notice of the Settlement shall be provided to Class Members in
10 conformity with this Settlement and the Preliminary Approval Order.

11 6.1.1 The Defendant shall provide the Settlement Administrator with the Class List
12 within fifteen (15) calendar days after the date the Preliminary Approval Order is filed.

13 6.1.2 Within seven (7) calendar days of receiving the Class List, the Settlement
14 Administrator shall mail a copy of the Notice Packet to each Class Member via First Class regular
15 U.S. mail.

16 6.1.3 Prior to mailing, the Settlement Administrator shall check all addresses on the
17 Class List against the National Change of Address (NCOA) database. Additionally, the
18 Settlement Administrator shall undertake reasonable address verification using Accurint, or a
19 substantially similar skip tracing to ascertain the accuracy of the last known addresses and to
20 obtain the best possible address for the Class Members before mailing the notices. To the extent
21 these processes yield an updated or better address, that updated address shall replace the last
22 known address and be treated as the new last known address for purposes of this Settlement
23 Agreement.

24 6.1.4 Procedure for Undeliverable Notices. Any Notices returned to the Settlement
25 Administrator as non-delivered shall be promptly re-sent to the forwarding address affixed
26 thereto. If no forwarding address is provided, then the Settlement Administrator shall promptly
27 attempt to determine a correct address using a single skip-trace, computer or other search using
28 the name, address and/or Social Security number of the individual involved and shall then

1 perform a single re-mailing. In the event the procedures in this Paragraph are followed and the
2 intended recipient of a Notice still does not receive the Notice, the intended recipient shall be a
3 Participating Settlement Class Member and will be bound by all terms of the Settlement and the
4 Final Approval Order. If any Notice is returned from any mailing and is re-mailed, the Settlement
5 Administrator will note for its own records and notify the Parties' counsel of the date of such re-
6 mailings as part of a weekly status report provided to the Parties.

7 6.1.5 Procedure For Requesting Exclusion. The Class Notice shall provide that Class
8 Members who wish to exclude themselves from the Settlement Class must submit a Request for
9 Exclusion postmarked by the Objection/Exclusion Deadline. The Objection/Exclusion Deadline
10 is sixty (60) calendar days following the initial mailing of the Class Notice to the Class Member.
11 Any Class Member (other than the Class Representative) who wishes to be excluded (i.e., to opt
12 out) from the Settlement must submit a valid Exclusion Request to the Settlement Administrator
13 on or before the Objection/Exclusion Deadline. To be valid, the Exclusion Request must: (a)
14 reference the name and address of the person requesting exclusion; (b) be dated and signed by
15 the person requesting exclusion; (c) be postmarked no later than the Objection/Exclusion
16 Deadline; and (d) clearly state that the Class Member does not wish to be included in the
17 Settlement. The date of the postmark on the return mailing envelope shall be the exclusive means
18 used to determine whether an Exclusion Request has been timely submitted. Any Class Member
19 who mails a valid and timely Exclusion Request will, upon receipt thereof by the Settlement
20 Administrator, no longer be a Participating Class Member, he/she will receive no Class Member
21 Payment, and none of his or her individual claims, causes of action or rights will be released by
22 virtue of this Settlement Agreement. However, if a Class Member who mails a valid and timely
23 Exclusion Request is also a PAGA Group Member, the Class Member will still receive his or her
24 PAGA Penalty Payment and still fully release the PAGA Claims by operation of the Court's
25 Order Granting Final Approval. Failure to timely submit a completed Exclusion Request will
26 result in a Class Member being conclusively deemed a Participating Class Member fully bound
27 by the terms of the Settlement. If a Class Member submits a timely dispute concerning his or her
28 weeks worked as reflected on his or her Class Notice and submits a timely Exclusion Request,

1 the Exclusion Request will be invalid (unless postmarked later than the date the Class Member
2 submits his or her dispute) and such Class Member will be considered a Participating Class
3 Member. At no time shall any of the Parties or their counsel seek to solicit or otherwise
4 encourage Class Members to submit requests for exclusion from the Settlement Class. No later
5 than fourteen (14) calendar days before the Final Approval Hearing, the Settlement Administrator
6 shall provide counsel for the Parties with a complete list of all Class Members who have timely
7 requested exclusion from the Settlement.

8 6.1.6 Procedure For Submitting A Dispute Regarding Workweeks. Class Members will
9 be entitled to dispute the number of their credited workweeks as reported on their Class Notice.
10 To submit a valid dispute, the dispute must be in writing, contain the Class Member's name, their
11 dates of employment with Defendant, the reason they believe the number of workweeks listed
12 on the Class Notice is inaccurate, be signed by the Class Member, and be mailed to the Settlement
13 Administrator so that it is postmarked no later than Objection/Exclusion Deadline. Class
14 Members may submit documentation to the Settlement Administrator to support their dispute
15 (such as offer letters, payroll or time keeping records, paycheck stubs) prior to the
16 Objection/Exclusion Deadline. Only Participating Class Members and PAGA Group Members
17 can dispute their weeks worked. Absent information rebutting Defendant's records, Defendant's
18 records will be presumed determinative.

19 6.1.7 Class Members will have no more than sixty (60) days after the date when the
20 Notice Packet was originally mailed by the Settlement Administrator to mail to the Settlement
21 Administrator a dispute concerning their weeks worked during the Class Period, with any
22 supporting evidence the Class Member may have. The date of the postmark on the return mailing
23 envelope shall be the exclusive means used to determine whether a dispute has been timely
24 submitted to the Settlement Administrator.

25 6.1.8 Within seven (7) calendar days of receiving a dispute concerning a Class
26 Member's weeks worked, the Settlement Administrator shall review all information and
27 documents (if any) received from the Class Member in support of the Class Member's dispute,
28 and within seven (7) calendar days of receiving that information the Settlement Administrator

1 shall inform Class Counsel and Defendant's Counsel of its decision as to whether it accepts or
2 rejects the dispute. Class Counsel and Defendant's Counsel stipulate to timely and effectively
3 cooperate to resolve any disagreements regarding disputed workweeks or the Settlement
4 Administrator's inquiries. In the event Class Counsel and Defendant's Counsel are not able to
5 reach agreement regarding a dispute, either party may request that the Court make a final
6 decision.

7 6.1.9 Within seven (7) calendar days of the Settlement Administrator's decision, the
8 Settlement Administrator will provide a written explanation entitled "Notice Regarding Disputed
9 Weeks Worked" to the Class Member who disputed his or her workweeks. The Notice Regarding
10 Disputed Weeks Worked will inform the Class Member of any change to his or her credited
11 weeks worked. The Class Member shall have seven (7) calendar days after the date the Notice
12 Regarding Disputed Weeks Worked is postmarked to complete and mail an Exclusion Request
13 to the Settlement Administrator (pursuant to the opt-out steps set forth above). If, within that
14 seven (7) day time period, the Class Member does not mail a valid Exclusion Request to the
15 Settlement Administrator, the Class Member shall be deemed a Participating Class Member and
16 will be paid in accordance with the Class Member's weeks worked as noted on the Notice
17 Regarding Disputed Weeks Worked.

18 6.1.10 Upon resolution by Defendant's Counsel and Class Counsel of all disputes
19 regarding weeks worked, the Settlement Administrator will prepare an updated Class List. Any
20 changes to a Class Member's workweeks will be reflected in the total workweeks for the entire
21 Class on the updated Class List. For example, if Class Member A successfully disputes his
22 credited weeks worked and his weeks worked are consequently increased by two weeks, the total
23 workweeks credited to the entire Class will also be increased by two weeks for purposes of
24 calculating Individual Settlement Payments.

25 6.1.11 Procedure for Objecting. The Class Notice shall provide that Class Members
26 who wish to object to the settlement must mail a written objection ("Objection") to the Settlement
27 Administrator no later than the Objection/Exclusion Deadline Date. Unless otherwise allowed
28 in the Court's discretion, only Participating Class Members may submit objections and have the

1 objections heard. The postmark date of the mailing shall be deemed the exclusive means for
2 determining that an Objection is timely. The Objection must state the Class Member's name and
3 basis for their objection. Class Members may also appear at the Final Approval Hearing to object
4 even if they did not submit a written objection. Class Members who fail to make objections in
5 the manner specified above (whether by a written objection or appearing at the Final Approval
6 Hearing to object) shall be deemed to have waived any objections and shall be foreclosed from
7 making any objection (whether by appeal or otherwise) to the Settlement Agreement and/or from
8 appealing any order by the Court approving the Settlement, except as may be allowed in the
9 discretion of the Court. No later than fourteen (14) calendar days before the Final Approval
10 Hearing, the Settlement Administrator shall provide counsel for the Parties with complete copies
11 of all objections received, including the postmark dates for each objection. At no time shall any
12 of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit
13 written objections to the Settlement or to appeal from any order of the Court approving the
14 Settlement. Class Counsel shall not represent any Class Member with respect to any such
15 objections.

16 6.1.12 The deadline for Class Members who receive a re-mailed Notice to object to the
17 Class Action Settlement, request exclusion from the Settlement Class, or dispute their weeks
18 worked, is fifteen (15) calendar days beyond the Response Deadline. When re-mailing any
19 Notice, the Settlement Administrator should include a brief letter stating that the recipient of the
20 Notice has until fifteen (15) calendar days beyond the Response Deadline to object, submit a
21 Request for Exclusion, or submit a dispute regarding their weeks worked.

22 **7. SETTLEMENT ADMINISTRATION**

23 7.1 The Parties agree to cooperate in the settlement administration process and to
24 make all reasonable efforts to control and minimize the costs and expenses incurred in
25 administration of the Settlement.

26 7.2 The Settlement Administrator shall be responsible for: printing and mailing the
27 Notice Packets to the Class Members as directed by the Court; receiving and reporting the
28 Requests for Exclusion submitted by Class Members; issuing and mailing Individual Settlement

1 Payments; remitting all amounts due to the appropriate federal, state, and local tax authorities,
2 and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to
3 perform. The Settlement Administrator shall keep Defendant's Counsel and Class Counsel
4 timely apprised of the performance of all Settlement Administrator responsibilities. The
5 Settlement Administrator shall provide the Parties' Counsel with a weekly report showing: (1)
6 the number of Notice Packets mailed to Class Members; (2) the number of Notice Packets
7 returned as undeliverable; (3) the number of re-mailed Notice Packets; (4) the number of Class
8 Members who have submitted Requests for Exclusion; (5) the number of Class Members who
9 have submitted Objections; and (6) the number of Class Members who have disputed the number
10 of the weeks worked being credited to that Class Member. Additionally, the Settlement
11 Administrator shall provide to the Parties' Counsel any updated reports regarding the
12 administration of the Settlement as needed or requested.

13 7.3 The Settlement Administrator, on Defendant's and Class Counsel's collective
14 behalf, shall have the authority and obligation to calculate the amounts of the Individual
15 Settlement Payments, and make payments, credits and disbursements, including payments and
16 credits in the manner set forth herein, to Class Members calculated in accordance with the
17 methodology set out in this Agreement and orders of the Court.

18 7.4 No person shall have any claim against Defendant, Defendant's Counsel, the
19 Class Representative, the Class, Class Counsel, or the Settlement Administrator based on any
20 errors or omissions in the distributions and payments that are required to be made in accordance
21 with the terms of this Agreement.

22 7.5 Any tax return filing required by this Agreement shall be made by the Settlement
23 Administrator. Any expenses incurred in connection with such filing shall be a cost of
24 administration of the Settlement.

25 **8. PROCEDURE FOR FUNDING OF SETTLEMENT**

26 8.1 Defendant shall fund the Total Settlement Amount plus the amount of the
27 employer's payroll taxes on the sums paid out as wages under this Settlement within thirty (30)
28 calendar days of Parties' approval of the Settlement Administrator's final distribution

1 calculations.

2 8.2 The Total Settlement Amount was calculated with, and is premised on, the
3 understanding that there are approximately 266 Class Members who worked approximately
4 11,800 workweeks (“Workweek Estimate”) from August 1, 2020 to December 4, 2025 . If the
5 final accounting of the number of workweeks during the Class Period is more than 10% higher
6 than the Workweek Estimate, Defendant will increase the Total Settlement Amount by a
7 proportional amount or, if the Defendant chooses, the Class Period and PAGA Period shall be
8 deemed to end on the date that the total number of workweeks in the Class Period exceeds the
9 Workweek Estimate by 10%. For example, if the total number of workweeks in the Estimate
10 Period is 11% more than 11,800, then Defendant agrees to increase the Total Settlement Amount
11 by 1% (\$3,100) unless Defendant exercises the right to end the Class Period and PAGA Period
12 on the date that the workweeks in the Class Period totaled 10% more than 11,800 (i.e. 12,980).

13 **9. PROCEDURE FOR DISTRIBUTION OF THE COMMON FUND**

14 9.1 Within fifteen (15) calendar days following Defendant’s funding of the Total
15 Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all
16 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment,
17 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
18 Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class
19 Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not
20 precede disbursement of Individual Class Payments and Individual PAGA Payments.

21 9.2 The checks for all Individual Settlement Payments will indicate on their face that
22 they are void if not negotiated within one hundred and eighty (180) days of their issuance. In the
23 event a check is returned to the Settlement Administrator with a forwarding address, the check
24 will be forwarded to the forwarding address. In the event a check is returned to the Settlement
25 Administrator without a forwarding address or is otherwise undeliverable, the Settlement
26 Administrator will use reasonable efforts to search for a better address and re-mail the returned
27 check, if possible. If the search does not provide a better address, or if the check is ultimately
28 returned without a forwarding address, neither Defendant, Class Counsel nor the Settlement

1 Administrator shall be required to take further action to achieve delivery of the check to the Class
2 Member. If within that 180-day period the Class Member contacts the Settlement Administrator,
3 or if Class Counsel does so on his or her behalf, the check will be reissued and mailed to the
4 address the Class Member (or Class Counsel) provides. Any such reissued checks will indicate
5 on their face that they are void if not negotiated within one hundred and eighty (180) days of
6 their issuance.

7 9.3 Any monies not able to be delivered to a Class Member after one address follow-
8 up on returned mail and any uncashed Individual Settlement Payments remaining after the check-
9 cashing period expires will escheat to the State of California, Unclaimed Property Division, in
10 the name of the corresponding Class Member. The Parties are permitted to allow the late
11 negotiation of uncashed Individual Settlement Payment checks, subject to approval by the Court
12 in case of any disagreement between the Parties.

13 9.4 Should any question arise regarding the determination of eligibility for, or the
14 amounts of, any Individual Settlement Payments under the terms of this Agreement, Class
15 Counsel and Defendant's Counsel shall meet and confer in an attempt to reach agreement.
16 Absent evidence rebutting Defendant's records, Defendant's records will be presumed
17 determinative. However, if there are no corresponding records, or the Class Member produces
18 evidence contrary to Defendant's records, the Settlement Administrator will evaluate the
19 evidence and will make the final decision as to the eligibility for, or the amounts of, any
20 Individual Settlement Payments under the terms of this Agreement.

21 9.5 Certification by Settlement Administrator. Upon completion of administration of
22 the distributions, the Settlement Administrator shall provide written certification of such
23 completion to counsel for all Parties.

24 **10. FINAL SETTLEMENT APPROVAL HEARING**

25 10.1 After expiration of the Objection/Exclusion Deadline Date, with the Court's
26 permission, a Final Approval Hearing shall be conducted to determine final approval of the
27 Settlement along with the amount properly payable for (i) attorneys' fees and costs, (ii) the Class
28 Representatives' Service Awards, (iii) the PAGA Payment; and (iv) cost of administration. The

1 Final Approval Hearing shall not be held earlier than thirty (30) calendar days after the
2 Objection/Exclusion Deadline Date. Pursuant to California Rules of Court, Rule 3.769, this
3 Settlement Agreement will be subject to approval by the Court and will be enforceable by the
4 Court pursuant to California Code of Civil Procedure section 664.6. Even after the Order
5 Granting Final Approval and notwithstanding it, the Court will have and retain continuing
6 jurisdiction over the Action and over all Parties, Participating Class Members and PAGA Group
7 Members, for purposes of addressing: (i) the interpretation and enforcement of the terms of the
8 Settlement, (ii) settlement administration matters and (iii) such other matters as may be
9 appropriate under court rules or as set forth in this Agreement.

10 **11. VOIDING THE SETTLEMENT**

11 11.1 Defendant's Option to Terminate Settlement. If the number of Class Members
12 who have submitted timely Requests for Exclusion from the Settlement equals or exceeds ten
13 percent of the total number of Class Members, then Defendant shall have, in its sole discretion,
14 the option to terminate this Settlement within twenty (20) calendar days after expiration of the
15 Objection/Exclusion Deadline, provided the Settlement Administrator has provided Defendant
16 the number and percentage of valid and timely Requests for Exclusion. In the event that
17 Defendant terminates the Agreement pursuant to this provision, no party may use the terms of
18 this Agreement or the MOU previously executed in connection with this Action or the fact that
19 the Parties had agreed to the MOU for any purpose. In the event Defendant elects to terminate
20 pursuant to this paragraph 11.1, Defendant will not be responsible for paying any settlement
21 amounts, Enhancement, attorneys' fees or costs. Defendant, however, will be responsible for ½
22 of the Settlement Administrator Costs incurred as of the date of termination. In the event
23 Defendant elects to terminate pursuant to this paragraph 11.1, this Settlement Agreement will be
24 considered null and void and neither this Settlement Agreement nor any of the related
25 negotiations or proceedings will be of any force or effect and shall be inadmissible in any forum
26 or jurisdiction. Defendant and its counsel agree that they will not encourage opt outs or
27 communicate negatively about the Settlement to Class Members. A breach of this obligation, as
28 determined by the Court, will negate any right Defendant has to terminate under this paragraph

11.1.

11.2 Nullification of Settlement Agreement. If, after exhausting all efforts: (1) the Court refuses to enter an Order Granting Final Approval or (2) the Court's Order Granting Final Approval is reversed and the Court thereafter refuses to enter an Order Granting Final Approval, then this Settlement Agreement shall be null and void and any order entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such a case, the Parties shall be returned to their respective statuses as of the date and time immediately prior to the execution of the MOU, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed. In the event appellate review is sought prior to the Effective Date, administration of the Settlement, and all associated payments, shall be stayed pending final resolution of the appeal.

12. NO EFFECT ON EMPLOYEE BENEFITS

12.1 The Individual Settlement Payment paid to the Class Representatives or other Class Members shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the Class Representatives or Participating Class Members. The Parties agree that any Individual Settlement Payments under the terms of this Agreement do not represent any modification of Class Members' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant. Further, any Individual Settlement Payment or Service Awards hereunder shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan, employee welfare benefit plan, or incentive compensation plan sponsored by Defendant.

13. PUBLICITY

13.1 In response to any inquiries from third parties, Class Representatives and Class Counsel will state "no comment" or that "the case was resolved with Court approval." Class Counsel shall not report the settlement or its content in any medium or in any publication, shall not post or report anything regarding the claims of the Class Representatives or the Settlement

Class on their website, and shall not contact any reporters or media regarding the settlement, the Action, or their content. However, Class Counsel is authorized to make disclosure to the Court and the LWDA for the purposes of obtaining the approval of the settlement, concluding any superior court or appellate court proceedings in the Action, and complying with any California Rules of Court or ethical requirements. This disclosure is limited to court filings, electronic submission of settlement documents to the LWDA, and verbal statements made at hearings or conferences with a judicial officer. Class Representatives and Class Counsel, or their representatives, are not permitted to disseminate or publish, distribute or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. Notwithstanding the foregoing, nothing in this provision is intended to prohibit: (i) Class Representatives from discussing this settlement with their spouses, attorneys, tax advisors, or taxing authorities; (ii) Class Counsel from citing the settlement in this case as evidence supporting their competence as counsel in wage/hour and/or class action matters in public court filings; (iii) Class Counsel from communicating with the Settlement Administrator, Class Representatives in this case, the LWDA, or with the court in which this action is pending; (iv) Class Counsel to report on the settlement in other courts as may be required by the California Rules of Court or when responding to any inquiry from another court; or (v) Class Counsel from discussing the settlement with the Settlement Class if contacted with questions about the settlement or the distribution of settlement proceeds.

14. EXHIBIT(S) AND HEADINGS

14.1 The terms of this Agreement include the terms set forth in any attached Exhibit(s), which are incorporated by this reference as though fully set forth herein. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

15. INTERIM STAY OF PROCEEDINGS

15.1 The Parties agree to hold all proceedings and deadlines in the Action, except such proceedings necessary to implement and complete the Settlement, in abeyance pending the Preliminary and Final Approval Hearings to be conducted by the Court. Said stay shall terminate

1 if and when (1) the Court permanently denies approval (preliminary or final) of the Settlement
2 or, (2) the Court issues an order terminating the stay.

3 **16. AMENDMENT OR MODIFICATION**

4 16.1 This Agreement may be amended or modified only by a written instrument signed
5 by counsel for all Parties or their successors-in-interest. However, Class Counsel and
6 Defendant's Counsel may agree to, and are hereby authorized to, amend, augment, or modify the
7 contents of the Notice Packet, the Proposed Order Granting Preliminary Approval, and the
8 Proposed Order Granting Final Approval, to conform to any edits requested or recommended by
9 the Court without further signatures.

10 **17. ENTIRE AGREEMENT**

11 17.1 This Agreement and any attached Exhibit(s) constitute the entire agreement
12 among these Parties, and no oral or written representations, warranties or inducements have been
13 made to any Party concerning this Agreement or its Exhibit(s) other than the representations,
14 warranties and covenants contained and memorialized in such documents.

15 **18. AUTHORIZATION TO ENTER INTO SETTLEMENT AGREEMENT**

16 18.1 Counsel for all Parties warrant and represent they are expressly authorized by the
17 Parties whom they represent to negotiate this Agreement and to take all appropriate action
18 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
19 terms, and to execute any other documents required to effectuate the terms of this Agreement.
20 The Parties and their counsel will cooperate with each other and use their best efforts to effect
21 the implementation of the Settlement. In the event the Parties are unable to reach agreement on
22 the form or content of any document needed to implement the Settlement, or on any supplemental
23 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may
24 seek the assistance of the Court to resolve such disagreement. The persons signing this
25 Agreement on behalf of Defendant represents and warrants that they are authorized to sign this
26 Agreement on behalf of Defendant.

27 **19. BINDING ON SUCCESSORS AND ASSIGNS**

28 19.1 This Agreement shall be binding upon, and inure to the benefit of, the successors

or assigns of the Parties hereto, as previously defined.

20. CALIFORNIA LAW GOVERNS

20.1 All terms of this Agreement and the Exhibit(s) hereto shall be governed by and interpreted according to the laws of the State of California.

21. COUNTERPARTS

21.1 This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts.

22. THIS SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE

22.1 The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

23. JURISDICTION OF THE COURT

23.1 The Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement embodied in this Agreement and all orders entered in connection therewith.

24. COOPERATION AND DRAFTING

24.1 Each of the Parties has cooperated in the drafting and preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall not be construed against any of the Parties. The Parties agree to take all necessary measures to effectuate this Agreement according to its terms and scope.

25. INVALIDITY OF ANY PROVISION

25.1 Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possibly consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

26. CLASS REPRESENTATIVES' WAIVER OF RIGHT TO BE EXCLUDED AND

1 **OBJECT**

2 26.1 The Class Representatives each agree to sign this Agreement and by signing this
3 Agreement are each bound by the terms herein stated and further agrees not to request to be
4 excluded from the Settlement Class and agrees not to object to any of the terms of this Agreement.
5 Non-compliance by either Class Representative with this Paragraph shall be void and of no force
6 or effect. Any such requests for exclusion or objections shall therefore be void and of no force
7 or effect.

8 **27. FAX/ELECTRONIC SIGNATURES**

9 27.1 A fax, PDF, or electronic signature (such as via DocuSign or Adobe Sign) on this
10 Agreement shall be as valid as, and have the same force and effect as, an original “wet ink”
11 signature.

12 **28. MISCELLANEOUS**

13 28.1 Except as otherwise provided herein, the Parties hereto will bear responsibility for
14 their own attorneys’ fees and costs, taxable or otherwise, incurred by them or arising out of or
15 related to this Action, this Settlement, and the Bran Action, and will not seek reimbursement
16 thereof from any Party to this Settlement Agreement. The Class Representatives and their
17 counsel covenant not to pursue claims for attorney’s fees and costs, or any class representative
18 Enhancement, for dollar amounts above those stated or provided for in this Agreement.

19 28.2 If any deadline specified in this Agreement falls on a Saturday, Sunday, or State
20 Court holiday, the deadline will be automatically extended to the next regular business day.
21 Unless otherwise specified herein, all references to “days” shall mean calendar days.

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24 DATE: Apr 23, 2026



Plaintiff
Stephan Armas

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DATE: _____

Plaintiff
Josue Israel Jeronimo Bran

DATE: Apr 23, 2026

Yaniv Guelman
Yaniv Guelman (Apr 23, 2026 17:26:07 PDT)

Defendant
JJ&S Asbestos Removal, Inc.
By: Yaniv Guelmsn
Its: CEO

APPROVED AS TO FORM:

DATE: 4/23/2026

FISHER & PHILLIPS LLP

Audrey Surridge
By: _____
Phillip G. Simpler
Audrey W. Surridge
Attorneys for Defendant JJ&S Asbestos Removal,
Inc.

DATE: _____

Ferraro Vega Employment Lawyers, Inc.

By: _____
Nicholas J. Ferraro
Lauren N. Vega
Xavier L. Woodford
Attorneys for Plaintiff Stephen Armas

DATE: 04/23/2026

LIDMAN LAW, APC

Scott Lidman
By: _____
Scott Lidman
Milan Moore
Tiara Gose-Hardy
Attorneys for Plaintiff Josue Israel Jeronimo Bran

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DATE: _____

Plaintiff
Josue Israel Jeronimo Bran

DATE: _____

Defendant
JJ&S Asbestos Removal, Inc.

By: _____

Its: _____

APPROVED AS TO FORM:

DATE: _____

FISHER & PHILLIPS LLP

By: _____

Phillip G. Simpler
Audrey W. Surridge
Attorneys for Defendant JJ&S Asbestos Removal,
Inc.

DATE: Apr 23, 2026

Ferraro Vega Employment Lawyers, Inc.

By: Nicholas J. Ferraro

Nicholas J. Ferraro
Lauren N. Vega
Xavier L. Woodford
Attorneys for Plaintiff Stephen Armas

DATE: 04/23/2026

LIDMAN LAW, APC

By: Scott Lidman

Scott Lidman
Milan Moore
Tiara Gose-Hardy
Attorneys for Plaintiff Josue Israel Jeronimo Bran

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DATE: 04/23/2026

Josue Jeronimo Bran

Plaintiff
Josue Israel Jeronimo Bran

DATE: _____

Defendant
JJ&S Asbestos Removal, Inc.

By: _____

Its: _____

APPROVED AS TO FORM:

DATE: _____

FISHER & PHILLIPS LLP

By: _____
Phillip G. Simpler
Audrey W. Surridge
Attorneys for Defendant JJ&S Asbestos Removal,
Inc.

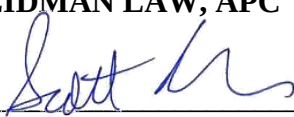
DATE: _____

Ferraro Vega Employment Lawyers, Inc.

By: _____
Nicholas J. Ferraro
Lauren N. Vega
Xavier L. Woodford
Attorneys for Plaintiff Stephen Armas

DATE: 4/23/2026

LIDMAN LAW, APC

By:  _____
Scott Lidman
Milan Moore
Tiara Gose-Hardy
Attorneys for Plaintiff Josue Israel Jeronimo Bran

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DATE: 04/23/2026

HAINES LAW GROUP, APC



By: _____
Paul K. Haines
Attorneys for Plaintiff Josue Israel Jeronimo
Bran

EXHIBIT A

EXHIBIT A

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All current and former hourly-paid or non-exempt employees employed by Defendant JJ&S Asbestos Removal, Inc. ("Defendant") within the State of California during the time period from July 10, 2020 to March 4, 2026.

The California Superior Court, County of San Diego, has granted preliminary approval of a proposed settlement ("Settlement") of the above-captioned class and representative actions (referred to in this Notice as the "Class Action"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class and Representative Action Settlement ("Notice") carefully.

The Court has certified the following class for settlement purposes ("Class" or "Class Members"):

All current and former hourly-paid or non-exempt employees of Defendant within the State of California during the time period from July 10, 2020 to March 4, 2026.

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

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1. *Why Have I Received This Notice?*

The personnel records of Defendant indicate that you may be a Class Member. The Settlement will resolve all Class Members’ Released Claims, as described below, from July 10, 2020 to March 4, 2026 (the “Class Period”). You are a Class Member if you were employed by Defendant as an hourly-paid or non-exempt employee within the State of California at any time during the period from July 10, 2020 to March 4, 2026 (the “Class Period”). You are an Eligible Aggrieved Employee if you were employed by Defendant as an hourly-paid or non-exempt employee within the State of California at any time during the period from July 30, 2024 to March 4, 2026 (the “PAGA Period”).

A Preliminary Approval Hearing was held on [the date of Preliminary Approval], in the California Superior Court, County of San Diego. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court has determined that there is sufficient evidence to suggest that the proposed settlement may be fair, adequate, and reasonable and that any final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing concerning the proposed settlement on [the date of final approval hearing], 2026 at [time a.m./p.m.], before the Honorable Blaine K Bowman at the Superior Court for the County of San Diego, located at 330 West Broadway, San Diego, California 92101, Department C-74.

2. *What Is This Case About?*

Plaintiff Stephen Armas commenced a wage-and-hour class action in the San Diego County Superior Court (Case Number 24CU000405C). Afterwards, Plaintiff Stephen Armas filed a First Amended Complaint that added a cause of action under the California Private Attorneys General Act (“PAGA”). Thereafter, Plaintiff Stephen Armas filed a Second and then Third Amended Complaint which added Plaintiff Josue Israel Jeronimo Bran as an additional plaintiff.

Plaintiffs’ wage-and-hour class action against Defendant sought damages, restitution, statutory penalties, civil penalties interest, costs, attorney’s fees and other relief based on the following alleged causes of action: (1) failure to pay overtime; (2) meal period violations; (3) rest break violations; (4) failure to pay minimum wages; (5) sick leave violations; (6) failure to timely pay final wages to terminated employees; (7) failure to comply with employee wage statement provisions of the California Labor Code; (8) waiting time penalties; (9) failure to reimburse business expenses; (10) violation of California Labor Code section 2698 et seq. and (11) a violation of the California Business & Professions Code sections 17200, et seq.

The Parties attended mediation on December 4, 2025 and subsequently agreed to enter a settlement.

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The Court has not made any determination as to whether the claims advanced by Plaintiffs have any merit. Nor has it decided whether this case could proceed as a class action. Instead, both sides agreed to resolve the Class Action with no decision or admission of who is right or wrong.

In other words, the Court has not determined that Defendant violated any laws, nor has it decided in favor of Plaintiffs or Defendant; instead, both sides have agreed to resolve the Class Action with no decision or admission of who is right or wrong. By agreeing to resolve the Class Action, the parties avoid the risks and costs of a trial.

Defendant denies all allegations made by Plaintiffs, individually and on behalf of Class Members, in the Class Action and denies liability for any wrongdoing with respect to the alleged facts and causes of action asserted in the Class Action. The settlement is not an admission by Defendant of any wrongdoing or an indication that any law was violated.

3. *Am I A Class Member?*

You are a Class Member if you are currently or were formerly employed by Defendant as an hourly-paid or non-exempt employee within the State of California during the time period from July 10, 2020 to March 4, 2026 (“Class Period”). If you qualify as a Class Member, you could receive money from the Class Action Settlement.

4. *How Does The Class Action Settlement Work?*

In this Class Action, Plaintiffs sued on behalf of themselves and all other similarly situated employees who were employed by Defendant as hourly-paid or non-exempt employees in California at any time during the Class Period. Plaintiffs and other current and former employees comprise a “Class” and are “Class Members.” The settlement of this Action resolves the Released Claims of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiffs and Class Counsel believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail.

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5. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiffs and the Class	Attorneys for Defendant
Ferraro Vega Employment Lawyers, Inc. Nicholas J. Ferraro (State Bar No. 306528) Lauren N. Vega (State Bar No. 306525) 3333 Camino del Rio South, Suite 300 San Diego, California 92108 (619) 693-7727 main / (619) 350-6855 fax LIDMAN LAW, APC Scott M. Lidman (SBN 199433) Milan Moore (SBN 308095) Tiara Gose-Hardy (SBN 323823) 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775 HAINES LAW GROUP, APC Paul K. Haines (SBN 248226) phaines@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355	FISHER & PHILLIPS LLP Phillip G. Simpler Audrey W. Surridge 4747 Executive Drive, Suite 1000 San Diego, California 92101 Telephone: (858) 597-9600 Facsimile: (858) 597-9601

The Court has decided that Plaintiffs' counsel is qualified to represent the Class Members simultaneously for the purposes of this Settlement.

Class Counsel is working on your behalf. If you want your own attorney, you may hire one at your own cost.

6. *What Are My Options?*

The purpose of this Notice is to inform you of the proposed Settlement and your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: *Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.*

- **DO NOTHING:** **You do not have to do anything in order to receive payment under this Settlement.**

If you do nothing and the Court grants final approval of the Settlement, you will become part of the Class Action Settlement and will receive an Individual Settlement Share (explained below) based on the total number of workweeks you were employed by Defendant as an hourly-paid or non-exempt employee in California during the Class Period. You will release all of the Released Claims, as defined in Section No. 9 below, and you will give up your right to pursue the Released Claims, as defined in Section No. 9 below.

- **OPT-OUT:** If you do not want to participate as a Class Member **and do not want to receive an Individual Settlement Payment**, you may “opt-out,” and you will not be part of this Class Action Settlement. If the Court grants final approval of the Settlement, you will not receive an Individual Settlement Share, and you will not give up the right to sue the Released Parties, including Defendant, for any of the Released Claims as defined in Section No. 9 below. If you are an Eligible Aggrieved Employee, you may not opt-out of the PAGA portion of the settlement, you will be issued a check for your Individual PAGA Payment and will be subject to the PAGA Released Claims as set forth in Section 9.B. below.
- **OBJECT:** You can ask the Court to deny approval of this Settlement by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. You cannot both object to the Settlement and opt out of the case. If you are an Eligible Aggrieved Employee you do not have the right to object to the PAGA portion of the proposed Settlement. If the Court approves the proposed Settlement, the Settlement Administrator will mail you your Individual PAGA Payment check, and you will give up your right to sue the Released Parties, including Defendant.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt-Out or Exclude Myself From This Settlement” and “How Do I Object To The Settlement?”

7. *How Do I Opt Out Or Exclude Myself From This Class Action Settlement?*

If you do not wish to participate in the Class Action Settlement, **and do not want to receive an Individual Settlement Share**, you can exclude yourself from the Settlement (*i.e.*, “opt-out”) by submitting sending a letter by mail to the Settlement Administrator with a sentence stating: “I wish to be excluded from the case entitled *Stephen Armas and Josue Israel Jeronimo Bran v. JJ&S Asbestos Removal, Inc., and Does 1 through 50*, Case No. 24CU000405C. You must also include your full name (and former names, if any), address, telephone number, last four digits of your social security number, and your signature. If you opt-out of the Settlement, you will not be bound by the Class Action Settlement and therefore you will not release the claims set forth in Section No. 9. The request must be complete, signed, dated, and mailed by first-class regular U.S. Mail, **postmarked no later than [REDACTED], 2026 to: Stephen Armas and Josue Israel Jeronimo Bran v. JJ&S Asbestos Removal, Inc. Administrator, C/O [INSERT ADDRESS]**.

If you received a remailed Class Notice, whether, by skip-trace or forwarded mail, you will have an additional ten (10) days to postmark an exclusion request. The envelope should indicate whether the Class Notice has been forwarded or remailed. We encourage you to keep copies of all documents, including the envelope, in the event your compliance with the deadline is challenged.

The Court will exclude from the Class Action Settlement any Class Member who submits a complete and timely exclusion request as described in the paragraph above. Exclusion requests that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Class Member who fails to submit a valid and timely exclusion request on or before the above-specified deadline shall be bound by all terms of the Settlement, release, and any Judgment entered in the Action if the Settlement receives final approval from the Court.

Class Members may only opt out of the class portion of the Settlement. Class Members who are also Eligible Aggrieved Employees cannot opt out of the PAGA portion of the Settlement. Therefore, a Class Member who submits a valid and timely request for exclusion will not receive an Individual Settlement Share and will not release the Released Claims, as described in Section No. 9 below. However, if such a Class Member is also an Eligible Aggrieved Employee, the Class Member will still be entitled to and will be mailed his or her Individual PAGA Payment and will still release the PAGA Released Claims, as described in Section No. 9 below.

8. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt-out of the Settlement, you may object to the Settlement, personally or through an attorney.

You may mail a written objection to the Settlement Administrator at [address] by [the Response Deadline]. If you received a remailed Class Notice, whether, by skip-trace or forwarded mail, you will have an additional twenty-one (21) calendar days to postmark a written objection. If you choose to object in writing your objection must state: (a) the objecting person's full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.

Class Members may also appear at the Final Approval Hearing, either in person or through the objector's own counsel even if they did not submit a written objection. Class Members' timely and valid objections to the Settlement will be considered even if the objector does not appear at the Final Approval Hearing.

If the Court approves the settlement over objections, objecting Class Members will receive an Individual Settlement Share and will be bound by the terms of the Settlement.

9. *How Does This Class Action Settlement Affect My Rights? What are the Released Claims?*

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt-out of the Settlement will be bound by the Court's Final Judgment and will fully release and discharge Defendant and all of their respective subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, and assigns ("Released Parties").

A. Released Claims.

The Released Claims means any and all claims asserted in the operative Third Amended Complaint or any other claims that could have been asserted in the operative Third Amended Complaint based on the facts alleged, including but not limited to claims for, unpaid minimum wages, unpaid overtime and double time wages (including, but not limited to, any claims for additional wages owed due to "rounding," "off the clock work," and/or not factoring bonuses or shift differentials into the regular rate of pay); failure to provide proper meal and rest breaks; failure to maintain accurate employment records; wage statement violations; late payment of wages; separation pay violations; failure to pay wages timely during employment; failure to keep requisite payroll records; failure to reimburse business expenses; unfair business practices. The period of the Release shall extend to the limits of the Class Period.

B. PAGA Released Claims.

The PAGA Released Claims means any and all allegations and claims for civil penalties pursuant to PAGA based on any and all Labor Code violations that arose during the PAGA Period, which includes, inter alia, alleged violations of California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226, 226.3, 226.7, 246(1), 510, 512, 558, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802. The period of the PAGA release extends to the limits of the PAGA Period.

As explained above, Eligible Aggrieved Employees do not have the right to opt out of the PAGA portion of the Settlement. Therefore, if the Court approves the Settlement, all Eligible Aggrieved Employees will release the PAGA Released Claims, regardless of whether the Eligible Aggrieved Employee submits a timely and valid request for exclusion.

10. *How Much Can I Expect to Receive From This Settlement?*

Defendant will pay, subject to Court approval, a Gross Settlement Amount of \$310,000.00 to cover: (1) the Individual Settlement Shares to all Settlement Class Members; (2) the Class Representative Enhancement Payment to Plaintiffs in an amount up to \$10,000.00 to each Plaintiff (for a total of \$20,000.00); (3) the Administration Costs to the Settlement Administrator in an amount not to exceed \$8,250.00; (4) the Attorney Fee Award for attorneys' fees of \$108,500.00 and Cost Award of up to \$25,000.00 supported by declaration; and (5) a \$20,000 PAGA Payment, seventy-five percent (65%) of which (\$13,000) shall be paid to the LWDA, and the remaining thirty-five percent (35%) of which (\$7,000) shall be distributed to Eligible Aggrieved Employees as Individual PAGA Payments..

After deducting the Class Representative Enhancement Payments, Administration Costs, Attorney Fee Award, Cost Award, and PAGA Payment, the remaining sum, estimated at \$128,250.00 is the "Net Settlement Amount", which shall be distributed to all Participating Class Members.

A. How Will My Individual Settlement Share Be Calculated?

The Settlement Administrator will pay each Participating Class Member an Individual Settlement Share from the Net Settlement Amount. The Individual Settlement Share is calculated based on each Participating Class Member's pro rata share of the Net Settlement Amount based on workweeks during the Class Period as follows: (i) the number of weeks he or she worked as an hourly-paid or non-exempt employee during the Class Period, divided by (ii) the total number of weeks worked by all Participating Class Members collectively during the Class Period, which is then multiplied by the Net Settlement Amount. The Settlement Administrator will use the Class Data provided by Defendant to calculate the number of workweeks worked by each Class Member based on their dates of employment for purposes of this calculation.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ [redacted], less taxes. This is based on Defendant's records, which show you worked [redacted] workweeks during the Class Period.

If you believe the number of eligible workweeks records are incorrect, you may provide documentation and/or an explanation to show contrary information to the Settlement Administrator at [address] on or before [the Response Deadline]. Any evidence submitted will be carefully weighed, and the Settlement Administrator will make a

determination, although the Court has the authority to make the final decision as to any dispute. If this was remailed to you, you have an additional twenty-one (21) calendar days to submit a dispute.

Thirty percent (30%) of your Individual Settlement Share will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Share only and reported on an IRS Form W-2. The remaining seventy percent (70%) of your Individual Settlement Share will be treated as penalties, interest, and reimbursement and will be paid pursuant to an IRS Form 1099.

B. How Will My Individual PAGA Payment Be Calculated?

The Settlement Administrator will pay each Eligible Aggrieved Employee an Individual PAGA Payment from the portion of the PAGA Payment allocated to the Eligible Aggrieved Employees. Your Individual PAGA Payment will be based on your pro-rata share of the portion of the PAGA Payment allocated to the Eligible Aggrieved Employees and will be calculated as follows: (i) the number of workweeks you worked as an Eligible Aggrieved Employee during the PAGA Period, (ii) divided by the total number of workweeks worked by all Eligible Aggrieved Employees collectively during the PAGA Period, (iii) which is then multiplied by the \$7,000 of the PAGA Payment allocated to the Eligible Aggrieved Employees. For purposes of this calculation, the Settlement Administrator will use the Class Data to calculate the number of workweeks worked by each Eligible Aggrieved Employee based on their dates of employment.

Based upon the calculation above, your approximate Individual PAGA Payment is \$ [REDACTED]. This is based on Defendant's records, which show you worked [REDACTED] pay periods during the PAGA Period.

One hundred percent (100%) of this payment will be considered penalties, and you will be issued an IRS Form 1099 if your payment exceeds \$600. You are responsible for paying any federal, state, or local taxes owed as a result of this payment.

The Settlement Administrator will mail your Individual PAGA Payment check to the address the Settlement Administrator has on record for you. Therefore, it is important that you keep the Settlement Administrator informed of any change of address.

If no amount is stated for your Individual PAGA Payment, according to Defendant's records, you are not an Eligible Aggrieved Employee eligible for an Individual PAGA Payment because you were not employed by Defendant as an hourly-paid or non-exempt employee within the State of California during the PAGA Period. Therefore, this subsection B does not apply to you.

C. When Will My Settlement Payment Be Mailed?

Defendant is expected to fund the Gross Settlement Amount no later than thirty (30) calendar days after the date of the Parties' approval of the Settlement Administrator's final distribution calculations. Your Individual Settlement Share will be distributed within approximately fifteen (15) calendar days of the funding of the entire Gross Settlement Amount.

It is strongly recommended that upon receipt of your Individual Settlement Share check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the uncashed Individual Settlement Payment will escheat to the State of California, Unclaimed Property Division.

11. *How Will the Attorneys for the Class and the Class Representatives Be Paid?*

Class Counsel will be paid from the Gross Settlement Amount. Subject to Court approval, Class Counsel shall be paid an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (or \$108,500.00) for attorneys' fees, and up to \$25,000.00 for litigation costs.

Defendant has paid all its own attorneys' fees and costs.

As set forth in Section No. 10 above, the Plaintiffs will also be paid Class Representative Enhancement Payments, subject to Court approval.

12. *Final Approval Hearing*

The Court will hold a Final Fairness Hearing concerning the proposed settlement on [the date of final approval hearing], 2026 at [time a.m./p.m.], before the Honorable Blaine K. Bowman, at the Superior Court for the County of San Diego, located at 330 West Broadway, San Diego, California 92101, Department C-74. You are not required to appear at this hearing. Any changes to the hearing date will be available on the Settlement Administrator's website [INSERT WEBSITE ADDRESS]. Once the Court grants final approval of the settlement, the Settlement Administrator will mail notice of judgment to the Class Members via first-class regular U.S. Mail alongside their settlement checks.

13. *How Do I Get More Information?*

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS OR WOULD LIKE ELECTRONIC COPIES OF DOCUMENTS RELATING TO THE CLASS ACTION OR THE SETTLEMENT, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll-free. Please refer to the "Nava, *et al.*, v. Countywide Mechanical Systems, Inc. class action settlement."

This Notice does not contain all the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court located at 330 West Broadway, San Diego, California 92101, between 8:30 a.m. and 4:00 p.m.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

EXHIBIT 2

Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, California 92108
(619) 693-7727 main / (619) 350-6855 facsimile
www.ferrarovega.com

LAW FIRM RESUME

Ferraro Vega Employment Lawyers was founded in 2018 and represents plaintiffs throughout California in class, collective, and representative actions under the California Labor Code, Private Attorneys General Act, and Fair Labor Standards Act.

PRINCIPAL ATTORNEYS

Nicholas J. Ferraro, Esq.

California State Bar No. 306528 (admitted 2015)
Washington State Bar No. 59674 (admitted 2022)

Education

University of San Diego School of Law (J.D., *San Diego Law Review*)
Gonzaga University (B.A.)

During law school, Mr. Ferraro externed for a federal magistrate in the U.S. District Court for the Southern District of California, worked in the law school library as a library clerk, and as a legal intern for a San Diego-based commercial real estate company.

Employment

Attorney, Ferraro Vega Employment Lawyers (2018 to present)
Attorney, Duane Morris LLP (2017 to 2018)
Attorney, Gordon Rees Scully Mansukhani (2016 to 2017)
Attorney & Law Clerk, Simpson Delmore Greene LLP (2014 to 2016)

Prior to starting the firm, Mr. Ferraro worked in the employment law practice groups of Gordon Rees and Duane Morris, where he advised companies, drafted employee policies and agreements, and defended employers in class action and PAGA litigation.

Organizations

Wage and Hour Committee Member, California Employment Lawyers Association (2020 to 2024)
Leadership Development Committee, Association of Business Trial Lawyers (2017 to 2019)
Sexual Harassment Task Force, Lawyers Club of San Diego (2018)

Presentations and Publications

Guest Lecturer, University of San Diego School of Law Employment Law Classes (various)

Attorney Panelist, California Dept. of Labor Standards Enforcement Seminar (Sept. 2021)
Panelist, San Diego County Bar Association Labor & Employment Conference (2019, 2021)
Publications in *California Employment Law Letter*, *HR Daily Advisor*, Lexology, and various firm newsletters and alerts

Awards

Super Lawyers “Rising Star” in the field of Class Actions (2019 to 2024)
Best Lawyers “Ones to Watch” for Employment Lawyers (2021 to 2024)
“Leaders in Law Awards” Nominee in *San Diego Business Journal* (2022)

Lauren N. Vega, Esq.

California State Bar No. 306525 (admitted 2015)
Washington State Bar No. 65133 (admitted 2026)

Education

University of San Diego School of Law (J.D., *San Diego Law Review*)
University of California, San Diego (B.A.)

During law school, Ms. Vega was an active participant in moot court. She received the Outstanding and Best Brief Awards in back-to-back years at the Duberstein Moot Court Competition in New York City. She also served as a judicial extern for federal judges in the Southern District and Central District.

Employment

Attorney, Ferraro Vega Employment Lawyers (2020 to present)
Attorney, Procopio, Cory, Hargreaves & Savitch (2015 to 2020)

Prior to joining the firm, Ms. Vega defended employers as defense counsel in approximately 50 class and PAGA actions throughout California. She also advised companies on wage and hour compliance and drafted employee policies, procedures, and agreements.

Organizations

Member, California Employment Lawyers Association (2020 to present)

Presentations and Publications

Speaker, Procopio’s Annual Labor & Employment Seminar (2015 to 2019)
Publications in *Los Angeles Daily Journal* and various firm newsletters

Awards

Super Lawyers “Rising Star” in the field of Class Actions (2022, 2023)
Best Lawyers “Ones to Watch” for Employment Lawyers (2021 to 2024)
“Leaders in Law Awards” Nominee in *San Diego Business Journal* (2021)

Dorota A. James, Esq.

California State Bar No. 309933 (admitted 2016)

Education

University of San Diego School of Law (LL.M., 2014) Comparative Law

University of Saarland Law School (Ph.D., 1999)

University of Saarland Law School (LL.M., 1996) German Law

University of Wroclaw Law School (M.S., summa cum laude, 1994)

Ms. James is a tenth-year attorney with extensive experience handling complex wage-and-hour litigation. For the past ten years, she has served as Plaintiffs' counsel of record in more than fifty (50) wage-and-hour class action and PAGA cases. Prior to her admission to the California Bar in 2016, Ms. James worked as a senior litigation paralegal at a San Diego law firm specializing in plaintiffs' wage-and-hour employment litigation. In that role, she provided comprehensive litigation support in complex class actions, including pre-filing investigation, discovery, pre-mediation analysis, and post-settlement claims administration. During that time, she actively assisted in the litigation of more than fifty (50) employment class action cases.

Honors

Dean's Comparative Law Award (Highest Grade Point Average in L.L.M. Program)

Konrad Adenauer Foundation Scholarship Recipient (German Scholarship for talented foreign students)

Employment

Attorney, Ferraro Vega Employment Lawyers (2025 – Present)

Attorney, Wilshire Law Firm (05/2024 – 02/2025)

Attorney, Dinsmore & Shohl LLP (02/2021 – 05/2024)

Attorney, ShortLegal, APC (10/2018 – 02/2021)

Attorney, Tyson Mendes, LP (02/2018 – 10/2018)

Attorney, Parker Straus, LP (10/2016 – 02/2018)

Senior Paralegal, Graham Hollis APC (10/2007 – 10/2015)

Associate Legal Officer, International Organization for Migration (12/2001 – 02/2005)

Jennifer L. Connor, Esq.

California State Bar No. 241480 (admitted 2006)

Education

University of Notre Dame Law School (J.D., cum laude, 2003)

Boston College (B.A., magna cum laude, 2000)

Boston College School of Theology Ministry (M.Div., 2019)

Ms. Connor is an attorney with over two decades of experience advocating for plaintiffs in civil litigation. Her practice focuses on wage and hour and employment class actions. She

has represented clients in state and federal court forums across various areas, including consumer protection, unfair business practices, product liability, fraud, and antitrust. Ms. Connor is recognized for her strong appellate writing skills, having contributed to significant appellate matters. She has experience in successfully certifying class actions and handling dispositive motions. She has also been appointed as class counsel. Her background includes involvement in numerous putative class, collective, and representative actions and managing hundreds of contested and/or settlement-certified cases, with wage and hour litigation comprising over 50% of her practice.

Civic Organizations

Volunteer, Christian Legal Aid of Los Angeles (CLA-LA)

Volunteer District Attorney, Orange County District Attorney's Office (Trial Attorney Partnership program)

Presentations and Publications

Authored appellate briefs, including for *Aryeh v. Canon Business Solutions, Inc.* (2013) 55 Cal.4th 1185 and a Respondent's Brief before the California Court of Appeal, Fourth Appellate District.

Guest Lecturer on employment law for MCLE, including CELA's 28th Annual Conference

Employment

Attorney, Ferraro Vega Employment Lawyers (2026 - Present)

Attorney, Casey Gerry Francavilla Blatt LLP (2024 - 2025)

Attorney, CounselOne, PC (2020 - 2023)

Attorney, Rex Parris Law Firm (Summer Intern: May -Aug. 2017)

Attorney, Cohelan Khoury & Singer (2014 - 2015)

Attorney, Spiro Moore LLP (2012 to 2014)

Attorney, Westrup Klick, LLP (2004 to 2011)

Conor J.D. Gómez, Esq.

California State Bar No. 337395 (admitted 2021)

Education

University of California, Los Angeles School of Law (J.D. 2020)

University of California, San Diego (B.A. 2017)

During law school Mr. Gómez obtained certificates in Teaching Excellence and Curriculum Design from the University of California, Irvine Division of Teaching Excellence and Innovation (2020). Mr. Gómez also obtained a Certificate in Arts Management from University of California, Irvine Paul Merage Business School (2019). Mr. Gómez also received the Masin Family Gold Award for his academic performance at UCLA Law (2018) from the Masin Family Foundation. Mr. Gómez was also the recipient of the American Ballet Theatre's Project Plié Diversity Scholarship (2019), where he worked in-house for the American Ballet Theatre under their general counsel and where he built a workshop for the

American Ballet Theatre's Choreographer Incubator program about intellectual property in dance and copyrighting choreography, which is still being taught today. Mr. Gómez was also the recipient of the UCLA School of Law's President's Public Service Fellowship (2020-2021) while working for the California Lawyers for the Arts, Arts Arbitration and Mediation Services department and Sacramento Mediation Center.

Employment

Attorney, Ferraro Vega Employment Lawyers (2026 - present)
Adjunct Faculty, Thomas Jefferson School of Law (2024 - Present)
Attorney, Wilshire Law Firm (2025 - 2026)
Attorney, Abramson Labor Group (2024 - 2025)
Attorney, Marquee Law Group (2022 - 2024)
Attorney, For Purpose Law Group (2021)

Mr. Gómez began practicing law as a transactional corporate attorney working with tax-exempt organizations. He did everything from formation, gaining state and federal tax-exemption, registrations with the Department of the Attorney General's Registry of Charities and Fundraisers, foreign (out-of-state) registrations, and contract drafting as well as providing employer-side advice and counsel and drafting corporate policies and handbooks to ensure compliance with California and federal labor laws. Mr. Gómez then transitioned into plaintiff-side employment litigation. He has since specialized in settlement approval for class and PAGA representative actions and has been approved in numerous Courts as class and PAGA counsel. He now heads up the Settlement Department at Ferraro Vega to shepherd settled cases through the approval and distribution process. He is also an adjunct faculty at Thomas Jefferson School of Law in San Diego, CA where he has taught Learning Skills, a class designed for incoming law students to learn how to succeed in law school and Contract Drafting. He also serves as a bar prep mentor for graduating students sitting for the California bar exam. He has also guest lectured and held workshops on a variety of legal topics at the University of California, Irvine and other organizations throughout Southern California.

Organizations

Mediator, California Lawyers for the Arts, Arts Arbitration and Mediation Services (2024 - present)

Ricardo De Leon, Esq.

California State Bar No. 365493 (admitted 2025)

Education

University of San Diego School of Law (J.D.)
San Diego State University (B.A.)

During law school, Mr. De Leon gained practical experience in several law clerk positions, including at the USD Immigration Law Clinic, and firms that specialized in advising small

businesses, medical malpractice, and a non-profit focused on legislative reform. Mr. De Leon served on the board of the USD La Raza student organization and as a senior editor for the USD International Law Journal.

Employment

Attorney, Ferraro Vega Employment Lawyers, Inc. (2025 to Present)
Post Bar Law Clerk, Banker's Hill Law Firm A.P.C. (Fall 2025)
Law Clerk, Hegeler & Anderson, A.P.C. (2024 - 2025)
Law Clerk, Pokala Law, A.P.C. (2023 - 2024)
Law Clerk, USD Immigration Law Clinic (Fall 2023)
Law Clerk, Western Center on Law & Poverty (Summer 2023)

Troy Q. Strange, Esq.

California State Bar No. 346637 (admitted 2022)

Education

California Western School of Law (J.D., 2022)
California Polytechnic State University of San Luis Obispo (B.A., 2018)

Mr. Strange is a trial attorney dedicated to advocating for California employees in complex litigation, including Labor Code violations, wage-and-hour disputes, and PAGA representative actions. A first-chair trial lawyer, Mr. Strange possesses a sophisticated litigation background that spans both public enforcement and private defense. He previously served as an attorney for the Department of Industrial Relations, where he prosecuted cases across Southern California , including San Diego, San Bernardino, Riverside, and Imperial Counties. He further refined his expertise at Procopio, Cory, Hargreaves & Savitch LLP, advising employers on statutory compliance and litigating single-plaintiff and class-action matters. He is admitted to practice in the State of California and the U.S. District Court for the Southern District of California.

Affiliations

San Diego County Bar Association

Employment

Attorney, Ferraro Vega Employment Lawyers, Inc. (2026 to Present)
Attorney, Procopio, Cory, Hargreaves & Savitch (2025)
Attorney, California Department of Industrial Relations, Division of Labor Standards Enforcement, (2023-2025)
Attorney, Sayyar Law APC, (2022-2023)
Law Clerk, Law Offices of Benjamin J. Cheeks, (2021-2022)
Law Clerk, GrahamHollis (2021-2022)
Law Clerk, Aguirre and Severson, LLP (2021)
Law Clerk, Alternate Public Defender's Office North County San Diego, (2020)

Andrew Katseanes, Esq.

California State Bar No. 351638 (admitted 2023)

Education

University of San Diego School of Law (J.D.)

Idaho State University (B.S.)

During law school, Mr. Katseanes was an active member of the mock trial team and earned recognition for his pro bono service with the Legal Aid Society of San Diego, where he assisted with unlawful detainers and restraining orders. He began his career working in civil defense before transitioning to plaintiff-side employment law. He is admitted to practice in the State of California and the U.S. District Court for the Southern District of California.

Employment

Attorney, Burger, Meyer, & D'Angelo, LLP (2025-2026)

Attorney, Tyson & Mendez, LLP (2024-2025)

Law Clerk, The Curran Law Firm, APC (2021-2023)

Law Clerk, Office of the Primary Public Defender San Diego, (2021)

Nicolas Ahadzadeh, Esq.

California State Bar No. 365386 (admitted 2025)

Education

California Western School of Law (J.D.)

Grand Canyon University (B.A.)

Certificates

Mediation Clinic Training and Field Experience

During law school, Mr. Ahadzadeh was an active member of student-run organizations, including the Student Bar Association, was invited to the law school's Alternative Dispute Resolution team, earned multiple Distinguished Advocate Awards, and performed volunteer work at multiple legal organizations, including Unlawful Detainer Clinic from Legal Aid Society of San Diego and Small Claims Mediator for the Hall of Justice. He began his career working in civil litigation before committing heavily to plaintiff-side employment law. Specifically, Mr. Ahadzadeh has significant experience litigating both class action lawsuits and advocating for victims of individual FEHA violations. He is admitted to practice in the State of California, the U.S. District Court for the Southern District of California, and the U.S. District Court for the Central District of California.

Employment

Attorney, Ferraro Vega Employment Lawyers, Inc. (2026-Present)

Law Clerk, Hogue & Belong, APC (2021-2024)

Law Clerk, Garcia Hong Law, (2020)
Law Clerk, Mara Law Firm, PC (2020)
Circulation Clerk, California Western School of Law Library (2019-2021)

Organizations

Applicant, Welsh Inn of Court (2026)
San Diego County Bar Association (2019 to Present)
Annual Dinner Committee, Lawyers Club of San Diego (2019-2020)
Student Bar Association, CWSL, *Vice President* (2019-2020)

Publications

Ahadzadeh, Nicolas. "Bridging the Financial Gap from Law School Graduate to Sole Practitioner." American Bar Association. MONEY TALKS: Financial Issues in Law Practice (January February 2022).
Ahadzadeh, Nicolas. "Using Legal Research to Stay Ahead of the Curve." Thomson Reuters. Law School Survival Guide (2021).

Awards

Lawyers of Distinction, "Best of the Best" Nominee (2026).
California Western School of Law, Distinguished Advocate Award, Trial (2020)
California Western School of Law, Distinguished Advocate Award, Trial (2019)
California Western School of Law, Distinguished Advocate Award, Negotiations (2019)

Cesar Yuriar

California State Bar No. ____ (awaiting admission)

Education

University of San Diego, School of Law (J.D.)
University of California, Irvine (B.A.)

Cesar obtained his dual undergraduate degrees from the University of California, Irvine. He went on to earn his J.D. from the University of San Diego, School of Law. During law school, Cesar earned approval to practice California state law as a Certified Law Student and represented a wide variety of clients as part of the Civil Legal Clinic. He was recognized for his oral advocacy skills, having earned "2nd Best Oral Advocate" during the Alumni Torts Moot Court Tournament. Cesar also actively served on the executive boards for USD's International Law Society and La Raza. He is currently awaiting admission to practice law in the State of California.

Employment

Employment Rights Case Analyst, Associate Attorney, Ferraro Vega Employment Lawyers, Inc. (2025-Present)
Senior Legal Analyst, California Department of Justice, Office of the Attorney General (2023-2025)

Data Entry Specialist, Housing Inspector, Process Server, Legal Aid Society of San Diego (2018 - 2022)

Law Writer, The Athanassious Law Office, PC (2017)

Certified Legal Intern, Civil Clinic, University of San Diego, School of Law (2014, 2016)

Judicial Clerk, EEOC (2015)

Law Clerk, Gruenberg Law (2015)

Law Clerk, U.S. Department of Labor (2014)

Ninel Kocharyan, Esq.

California State Bar No. 299939 (admitted 2014)

Education

Thomas Jefferson School of Law (J.D.)

University of California, Los Angeles (B.A.)

Ms. Kocharyan focused on plaintiff-side labor and employment law for most of her legal career. Before joining the firm, Ms. Kocharyan spent five years at a California plaintiff-side law firm, where she was involved in researching, assessing, and filing wage and hour class actions and PAGA matters. While in law school, Ms. Kocharyan interned at an employment law firm representing employees in wrongful termination and discrimination matters.

Employment

Senior Counsel, Ferraro Vega Employment Lawyers, Inc. (2026-Present)

Associate Attorney, Capstone Law APC (2021-2026)

Erin M. O’Leary

Washington State Bar No. 46803 (Admitted 2013)

Education

Seattle University School of Law, Seattle, WA (J.D.) 2013

Carroll College, Helena, MT (B.A. International Business and Finance) 2005

Ms. O’Leary has more than a decade of labor and employment law experience. Before joining Ferraro Vega Employment Lawyers, Ms. O’Leary represented management in labor and employment actions as well as workplace safety. Ms. O’Leary brings extensive experience in complex litigation.

Employment

Senior Counsel, Ferraro Vega Employment Lawyers (2026-present)

Attorney, David Grimm Payne & Marra (2024-2026)

General Counsel, Seattle Plastic Surgery and related entities (2023-2024)

Attorney, DBS Law (2022-2023)

Attorney, Employer Solutions Law (2017-2022)

Attorney, Nadler Law Group (2014-2017)

Theodore R. Braun, Esq.

Washington State Bar No. 64455 (Admitted 2025)

Education

Seattle University School of Law, Seattle, WA (J.D.) 2025

Clarkson University, Potsdam, NY (B.S. Engineering and Management) 2019

Mr. Braun started his career as an inventor trying to create a solution to pediatric vehicular heatstroke after he obtained his dual degree from Clarkson University. He gained his first insights into the legal profession pursuing a patent for his invention and negotiating contracts as the Vice President of Sales for Sector-Five. Before joining Ferraro Vega Employment Lawyers, Mr. Braun worked as a litigation associate representing employees in complex employment litigation involving discrimination, retaliation, wrongful termination, wage and hour violations, and other workplace misconduct.

Employment

Associate Attorney, Ferraro Vega Employment Lawyers (2026-present)

Litigation Associate, Blankenship Law Firm (2025-2026)

Law Clerk, Gauthier & Associates (2023-2025)

Rebecca L. Gil

Washington State Bar (July 2026 examination canceled)

Education

Seattle University School of Law, Seattle, WA (J.D.) 2026

University of Maryland (B.S. Legal Studies) 2017

Ms. Gil's career centers on representing employees in employment litigation involving discrimination, retaliation, wage and hour violations, and workplace rights. Before joining Ferraro Vega Employment Lawyers, Ms. Gil served as a Rule 9 Licensed Legal Intern with the City of Everett Prosecutor's Office, where she gained significant courtroom experience. Prior to that, Ms. Gil spent eight years as a paralegal, gaining experience in employment law through every stage of litigation.

Employment

Rule 9 Licensed Law Clerk, Ferraro Vega Employment Lawyers (2026-present)

Rule 9 Licensed Legal Intern, City of Everett Prosecutor's Office (2025-2026)

Lead Litigation Paralegal, Emery Reddy, PLLC (2019-2025)

Lead Paralegal, Employer Solutions Law, Formerly K-Solutions Law (2017-2019)

Aviation Electronics Technician, U.S. Navy (2013-2017)

Organizations

Justice in Employment and Labor Law, Seattle University School of Law (2024 – 2016)

Awards

Laurel Currie Oates – Awarded for excellence in legal writing, Seattle University School of Law

Lauren Plowy

California State Bar No. (awaiting admission)

Education

University of San Diego School of Law (J.D. 2026)

San Diego State University (B.A. 2021)

During law school, Ms. Plowy gained practical experience in law clerk positions with the USD Women's Law Clinic and Ferraro Vega Employment Lawyers. Ms. Plowy was actively participated in the Appellate Moot Court Board. She received the Best Petitioner Brief Award for the Paul A. McLennon Sr. Honors Moot Court Competition in 2025. Ms. Plowy also earned concentrations in both Employment & Labor Law and Civil Litigation to support her practice focus.

Employment

Law Clerk Awaiting Admission, Ferraro Vega Employment Lawyers, Inc. (2024 to Present)

Law Clerk, USD Women's Law Clinic (Summer 2024)

Awards

Paul A. McLennon Sr. Honors Moot Court Competition – Awarded for Best Petitioner Brief, University of San Diego School of Law (Spring 2025)

CALI Excellence for the Future Awards – Awarded for excellence in Tax I, University of San Diego School of Law (Fall 2025)

OF COUNSEL ATTORNEYS

Rick A. Waltman, Esq.

Rick Waltman Law, APC

California State Bar No. 306463 (admitted 2015)

Education

University of San Diego School of Law (J.D., *cum laude*, *San Diego Law Review*)

University of Minnesota (B.S. Chemistry)

During law school, Mr. Waltman externed for Judge Thomas J. Whelan in the U.S. District Court for the Southern District of California, worked for the California Attorney General's

Office as a clerk, and was a research assistant to Professor Robert Fellmeth, Price Professor of Public Interest Law.

Employment

Of Counsel, Ferraro Vega Employment Lawyers (January 2026 to present)
Attorney and Principal, Rick Waltman Law, APC (October 2020 to present)
Attorney, Buchalter (2018 to 2020)
Attorney, Gordon Rees Scully Mansukhani (2016 to 2018)

Prior to starting with the firm, Mr. Waltman has run his own practice at Rick Waltman Law, APC, worked in the employment law practice groups of Gordon Rees and Buchalter, where he advised companies, drafted employee policies and agreements, and defended employers in class action and PAGA litigation.

Awards

Super Lawyers “Rising Star” in the field of Employment Law and Class Actions (2018 to 2019, 2022-2025)

PARALEGALS & STAFF

Marissa Rodriguez

Paralegal

Employment

Paralegal, Ferraro Vega Employment Lawyers, Inc. (2024 to Present)
Paralegal, Hoffman & Forde Attorneys at Law (2022 – 2023)
Legal Assistant/Paralegal, Mesnik Law Group (2019 – 2022)

Education

California State University, Chico (Bachelor of Arts)

Isabel Tostado

Paralegal

Employment

Paralegal, Ferraro Vega Employment Lawyers, Inc. (2025 to present)
Paralegal, J. Doling Law, PC. (2019 – 2024)
Paralegal, Doling Shaw & Hanover, APC (2016 – 2019)
Paralegal, Law Offices of Jenny L. Doling, APLC (2008 – 2016)

Education

Kaplan University, Palm Springs (Associate of Science)

Leah Carcione

Paralegal

Employment

Paralegal, Ferraro Vega Employment Lawyers (November 2025 to Present)

Paralegal, Wilshire Law Firm, (May 2024 – October 2025)

Paralegal, The Markham Law Firm, (August 2017 – April 2024)

Education

University of San Diego School of Law, (ABA Paralegal Certificate)

Jennifer Steele

Paralegal

Employment

Paralegal, Ferraro Vega Employment Lawyers (January 2026 to Present)

Paralegal, Hogue and Belong APC, (August 2025 – January 2026)

Education

University of California Los Angeles, (Bachelor of Arts, Sociology)

University of San Diego School of Law, (ABA Paralegal Certificate)

Raquel Gerardo

Paralegal

Employment

Paralegal, Ferraro Vega Employment Lawyers (January 2026 to Present)

Legal Assistant, Mara Law Firm (February 2025 – January 2026)

Education

Brigham Young University- Idaho, (Bachelor of Science, Business Management with an emphasis in Supply Chain)

Leslee Soria Alvarado

Paralegal

Employment

Paralegal, Ferraro Vega Employment Lawyers (January 2026 to Present)

Legal Assistant, Hogue & Belong (July 2025 to January 2026)

Education

University of California, San Diego (Bachelor of Arts, Political Science: Public Law)

Edith Byron

Paralegal

Employment

Paralegal, Ferraro Vega Employment Lawyers, Inc. (June 2026 to Present)

Paralegal, Milligan Family Law, APC (March 2026 – June 2026)

Paralegal, Byron Edwards & Lemley, APC (August 2025 – February 2026)

Paralegal, Aldridge Pite Haan, LLP (January 2025 – August 2025)

Paralegal, W Law, Inc. (June 2023 – December 2025)

Paralegal Manager, Patenaude & Felix, APC (July 2021 – June 2023)

Receptionist/Legal Secretary, Slovinsky and Slovinsky Law Office (July 2020 – May 2021)

Education

Southwestern College (*Associate in Science: Paralegal Studies*)

Sarah Debolt

Paralegal

Employment

Paralegal, Ferraro Vega Employment Lawyers, Inc. (June 2026 to Present)

Case Manager, Jurewitz Law Group (May 2025-June 2026)

Legal Assistant, Dolce Panepinto, P.C. (February 2022-April 2025)

Education

Hilbert College (Bachelor of Science, Forensic Science, Laboratory Sciences)

Secretaries and legal assistants not listed.

FORMER ATTORNEYS**David X. Lin, Esq.**

Northwestern University School of Law (J.D.)

Elida M. Espinoza, Esq.

California Western School of Law (J.D., 2016)

California State Bar No. 314001 (admitted 2017)

Rayne Brown, Esq.

University of San Diego School of Law (J.D., 2021)

California State Bar No. 342011 (admitted 2021)

Mariela R. Romo, Esq.

University of San Diego School of Law (J.D.)

University of California, Santa Barbara (B.A. Political Science)

Xavier L. Woodford, Esq.

Thomas Jefferson School of Law (J.D.)

Rutgers University – New Brunswick (B.A.)

Elyssa Martinez, Esq.

University of San Diego School of Law (J.D.)

Grand Canyon University (B.A.)

CLASS & REPRESENTATIVE ACTIONS

Lance Tyler Dunn, et al. v. Railpros Field Services, Inc., San Diego County Sup. Ct. Case No. 24CU022030C (Hon. Blaine K. Bowman) (August 21, 2026)

Fernanda Benevides v. S.I. Management, LLC, et al., Orange County Sup. Ct. Case No. 30-2024-01400577-CU-OE-CXC (Hon. Layne H. Melzer) (August 18, 2026)

Isabella Serrano v. SoCal Cookies San Diego, LLC, San Diego County Sup. Ct. Case No. 25CU020561C (Hon. Michael D. Washington) (August 14, 2026)

Jack Barnes v. California Center for the Arts Escondido, Foundation, San Diego County Sup. Ct. Case No. 37-2024-00021057-CU-OE-CTL (Hon. Carolyn Caietti) (August 14, 2026)

Bebe Ibvisayi Lashley v. Robbins Research International, Inc., San Diego County Sup. Ct. Case No. 25CU007101C (Hon. Michael D. Washington) (August 14, 2026)

Jennifer Espinoza Corea v. Intermountain Management, L.L.C., et al., San Diego County Sup. Ct. Case No. 24CU004106C (Hon. Gregory W. Pollack) (August 7, 2026)

Nathan Perez v. Waterco of the Central States, Inc., et al., San Diego County Sup. Ct. Case No. 25CU026729C (Hon. Gregory W. Pollack) (July 30, 2026)

Jongbyuk Kim v. Kru Partners, LLC DBA Kru Contemporary Japanese Cuisine, Sacramento County Sup. Ct. Case No. 24CV015292 (Hon. Jill H. Talley) (July 29, 2026)

Edith Martinez, et al. v. American Innotek, Inc., San Diego County Sup. Ct. Case No. 25CU002442C (Hon. Matthew C. Branner) (July 24, 2026)

Sabrina Walker v. Somagen Healthcare III, Inc., San Diego County Sup. Ct. Case No. 24CU003757C (Hon. Loren Freestone) (July 17, 2026)

Mauricio Torres v. Macro Pro, Inc., San Diego County Sup. Ct. Case No. 37-2024-00025803-CU-OE-CTL (Hon. Loren Freestone) (July 17, 2026)

Daniely Magana Rubio v. Pinnacle International Development, Inc., San Diego County Sup. Ct. Case No. 24CL001089C (Hon. Wendy M. Behan) (July 17, 2026)

Luis Cruz v. Quantix SCS, LLC, San Diego County Sup. Ct. Case No. 24CU021959C (Hon. Blaine K. Bowman) (July 17, 2026)

Luis Luna v. K Motors 2, Inc., San Diego County Sup. Ct. Case No. 25CU030754C (Hon. Carolyn M. Caietti) (July 16, 2026)

Anthony Williams, et al. v. Davidson Hotel Company, LLC, Spokane County Sup. Ct. Case No. 25-2-00229-32 (Hon. Candie M. Dibble) (July 9, 2026)

Eileen Seffron, et al. v. SIR Fitness Holdings, LLC, San Diego County Sup. Ct. Case No. 37-2023-00040619-CU-OE-CTL (Hon. Evan P. Kirvin) (July 8, 2026)

David Edwards v. American Electric, Inc., Benton County Sup. Ct. Case No. 25-2-00362-03 (Hon. Bronson Brown) (June 26, 2026)

John Brayall v. Castleworks Home Services Company, et al., San Diego County Sup. Ct. Case No. 37-2023-00021278-CU-OE-CTL (Hon. Matthew C. Braner) (June 26, 2026)

Rene Cabrera, et al. v. Umansky Automotive Group, et al., Alameda County Sup. Ct. Case No. 24CV070868 (Hon. Patrick McKinney) (June 24, 2026)

Epitacio Leon v. Builders Fence Company, Inc., San Diego County Sup. Ct. Case No. 24CU016452C (Hon. Wendy M. Behan) (June 23, 2026)

Adrian Morales, et al. v. Tom Malloy Corporation, San Diego County Sup. Ct. Case No. 25CU042653C (Hon. Michael D. Washington) (June 18, 2026)

Justin Romprey v. Hearx West LLC DBA Hearusa, San Diego County Sup. Ct. Case No. 24CU025143C (Hon. Judy S. Bae) (June 17, 2026)

Alexa Britt v. San Diego Hotel Company LLC, San Diego County Sup. Ct. Case No. 24CU012268C (Hon. Judy S. Bae) (June 5, 2026)

Kazzandra Montoya v. Child Development Associates Incorporated, San Diego County Sup. Ct. Case No. 37-2024-00029581-CU-OE-CTL (Hon. Loren Freestone) (June 5, 2026)

Melissa Pope, et al. v. AGI Post, Inc., et al., San Diego County Sup. Ct. Case No. 24CU005384C (Hon. Loren Freestone) (May 18, 2026)

Napoleon Wilson v. Sullivan Properties Inc. DBA Fairgrove Property Management, San Diego County Sup. Ct. Case No. 24CL013656C (Hon. Michael T. Smyth) (May 13, 2026)

Carlos Amador Perez v. Children's Paradise, Inc., San Diego County Sup. Ct. Case No. 24CU007810C (Hon. Matthew C. Braner) (May 6, 2026)

Daisy Macias, et al. v. Planned Parenthood of the Pacific Southwest, San Diego County Sup. Ct. Case No. 25CU025541C (Hon. Michael T. Smyth) (May 5, 2026)

Eneil Stone v. International Building Materials, LLC, Thurston County Sup. Ct. Case No. 24-2-03195-34 (Hon. Chris Lanese) (May 1, 2026)

Daniel Fabian v. Dealer Tire LLC, San Diego County Sup. Ct. Case No. 37-2023-00052611-CU-OE-CTL (Hon. Wendy M. Behan) (May 1, 2026)

Filbert Namu v. All-Pro Bail Bonds Inc., San Diego County Sup. Ct. Case No. 25CU039133C (Hon. Gregory W. Pollack) (May 1, 2026)

Amos Maldonado v. Funko LLC, San Diego County Sup. Ct. Case No. 37-2024-00017602-CU-OE-CTL (Hon. Marcella O. McLaughlin) (May 1, 2026)

Franco Masada v. Ferry International LLC, San Diego County Sup. Ct. Case No. 24CU009941C (Hon. Katherine A. Bacal) (May 1, 2026)

Carmina Torres v. First Meridian Home Care Services, Inc. DBA Meridian Home Care LLC, San Diego County Sup. Ct. Case No. 24CU016862C (Hon. Carolyn M. Caietti) (April 29, 2026)

Christopher Coney v. DMSI Staffing LLC, et al., San Diego County Sup. Ct. Case No. 25CU011805C (Hon. Michael D. Washington) (April 24, 2026)

Randi Sycks v. Incyte Pathology, Inc., Spokane County Sup. Ct. Case No. 24-2-02294-32 (Hon. Breean Beggs) (April 23, 2026)

Michael E. Osley, Jr. v. Bandon Fitness [Texas], Inc., San Diego County Sup. Ct. Case No. 37-2024-00011471-CU-OE-CTL (Hon. Evan P. Kirvin) (April 21, 2026)

Maria Fuoco v. TDIC Insurance Solutions, Sacramento County Sup. Ct. Case No. 24CV025040 (Hon. Lauri A. Damrell) (April 17, 2026)

Glory Orekoya v. Inspyr Solutions LLC, et al., Alameda County Sup. Ct. Case No. 24CV085153 (Hon. S. Raj Chatterjee) (April 14, 2026)

Daniel Munoz v. ARS REI USA Corp., San Diego County Sup. Ct. Case No. 24CU013657C (Hon. Blaine K. Bowman) (April 3, 2026)

Martin Aldrete, et al. v. JAL Equity Corp. DBA Marketing.com, et al., San Diego County Sup. Ct. Case No. 24CU003448C (Hon. Wendy M. Behan) (April 3, 2026)

Mason Griffin v. JKB Financial, Inc., San Diego County Sup. Ct. Case No. 25CU017449C (Hon. Evan P. Kirvin) (April 1, 2026)

Charles Madrid v. Grand America Hotels & Resorts, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00023471-CU-OE-CTL (Hon. Blaine K. Bowman) (March 27, 2026)

Salvador Cruz v. Khanna Enterprises VI LP, et al., San Diego County Sup. Ct. Case No. 25CU014533C (Hon. Loren Freestone) (March 13, 2026)

Zachary Lacono v. CC of San Diego, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00029215-CU-OE-CTL (Hon. Marcella O. McLaughlin) (March 6, 2026)

Eloina Vigil v. SLH Escondido Manager, LLC, San Diego County Sup. Ct. Case No. 37-2024-00013517-CU-OE-CTL (Hon. Loren Freestone) (March 5, 2026)

Matthew Falcosky v. Consolidated Electrical Distributors, Inc., King County Sup. Ct. Case No. 24-2-29691-3 (Hon. Suzanne Parisien) (February 27, 2026)

Carlos Marquez, et al. v. Naval Engineering Support Inc., San Diego County Sup. Ct. Case No. 37-2024-00023814-CU-OE-CTL (Hon. Katherine A. Bacal) (February 20, 2026)

Darby Churchill, et al. v. Interim Healthcare San Diego LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00032762-CU-OE-CTL (Hon. Evan P. Kirvin) (February 6, 2026)

Abraham Iriarte v. KFM Restaurants LP, San Diego County Sup. Ct. Case No. 24CU019915C (Hon. Gregory W. Pollack) (February 6, 2026)

Shawntay Ellison v. CHW Entertainment, Inc., San Diego County Sup. Ct. Case No. 37-2024-00020465-CU-OE-CTL (Hon. Loren Freestone) (February 6, 2026)

Charles Constantino v. Good Samaritan Shelter, Santa Barbara County Sup. Ct. Case No. 24CV04221 (Hon. James F. Rigali) (February 3, 2026)

Monica Velarde v. San Diego Imaging Management, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00030937-CU-OE-CTL (Hon. Gregory W. Pollack) (January 30, 2026)

Emilie Hanne v. Unio Health Partners LLC, San Diego County Sup. Ct. Case No. 37-2024-00019901-CU-OE-CTL (Hon. Euketa Oliver) (January 23, 2026)

Nieemah Jenkins v. ArcherAviation Operating Corp., et al., Alameda County Sup. Ct. Case No. 24CV086806 (Hon. Rebekah Evenson) (January 22, 2026)

Jose Martinez v. HES Commercial, Inc., et al., San Diego County Sup. Ct. Case No. 24CU000888C (Hon. Evan P. Kirvin) (January 21, 2026)

Neyly Becerra v. St. Madeleine Sophie's Center, San Diego County Sup. Ct. Case No. 37-2024-00007254-CU-OE-CTL (Hon. Matthew C. Braner) (January 16, 2026)

James Woodruff v. Ormat Technologies, Inc., Imperial County Sup. Ct. Case No. ECU003647 (Hon. L. Brooks Anderholt) (January 15, 2026)

Sayprasith Phahongchanh v. Columbia Machine, Inc., Clark County Sup. Ct. Case No. 24-2-03542-06 (Hon. Gregory M. Gonzales) (January 14, 2026)

Zion Jackson v. Loyola Marymount University, Los Angeles County Sup. Ct. Case No. 24STCV14085 (Hon. Laura A. Seigle) (January 12, 2026)

Brian Harris, et al. v. Securespace Management, LLC, San Diego County Sup. Ct. Case No. 37-2024-00023760-CU-OE-CTL (Hon. Wendy M. Behan) (January 9, 2026)

Marcelina Pereyra, et al. v. GAT Airline Ground Support Inc., San Diego County Sup. Ct. Case No. 37-2024-00000064-CU-OE-CTL (Hon. Carolyn Caietti) (January 9, 2026)

Maria Bermudez, et al. v. Lendmark Financial Services LLC, San Diego County Sup. Ct. Case No. 24CU013255C (Hon. Euketa Oliver) (January 9, 2026)

Loomer, et al. v. Vaagen Bros Lumber, Inc., United States District Court, Eastern District of Washington, Case No. 2 :24-cv-0206-TOR (Hon. Thomas O. Rice) (December 10, 2025)

Hung Nguyen v. DUAL North America, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00023462-CU-OE-CTL (Hon. James Mangione) (December 5, 2025)

Marie Macias v. Patterson Dental Supply, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00016055-CU-OE-CTL (Hon. Marcella O. McLaughlin) (December 5, 2025)

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EXHIBIT 3

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406

6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 4

2025 EDITION

Hourly Rates in Am Law 100[®] Firms:

**Increases and
Key Drivers**

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¹ The AM LAW 100 is a registered trademark of ALM Global Properties, LLC, which has no affiliation with Brightflag or this report.

Introduction

Outside counsel rate increases continue to be an anxiety-inducing year-end ritual. While these conversations are inevitable, having the data you need to best negotiate and strengthen relationships with your outside counsel is critical.

Our analysis of 2025 rates shows that, while the pace of growth has slowed from last year's historic surge, firms continue to request and realize substantial year-over-year increases. This translates into continued upward pressure on outside counsel spend.

This year's report provides updated benchmarks on timekeeper rates across Am Law® 100 firms and examines the drivers that most influence those rates: firm ranking, practice area, geography, and resourcing. Armed with these insights, in-house teams can engage in more informed rate negotiations, design smarter resourcing strategies, and ensure their budgets deliver maximum value.

In addition, we've included a special section on how law firms are beginning to integrate artificial intelligence into their operations—and the potential implications for resourcing and pricing models in the years ahead.



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Methodology



This report analyzes billed rates from the Am Law® 100 — the 100 highest-revenue U.S. law firms, as ranked by ALM.¹ Brightflag's dataset reflects billions of dollars in annual outside counsel spend.

For the 2025 analysis, billed rates from January 1 through June 30, 2025 were included. For other years, full-year data were used. All figures are based on billed rates (the actual rates invoiced by firms), rather than rack rates or requested increases, providing an accurate reflection of what in-house teams are paying.

¹ ALM Global Properties, LLC is the owner of U.S. Trademark Registration No. 2313571 for the mark "THE Am Law® 100".

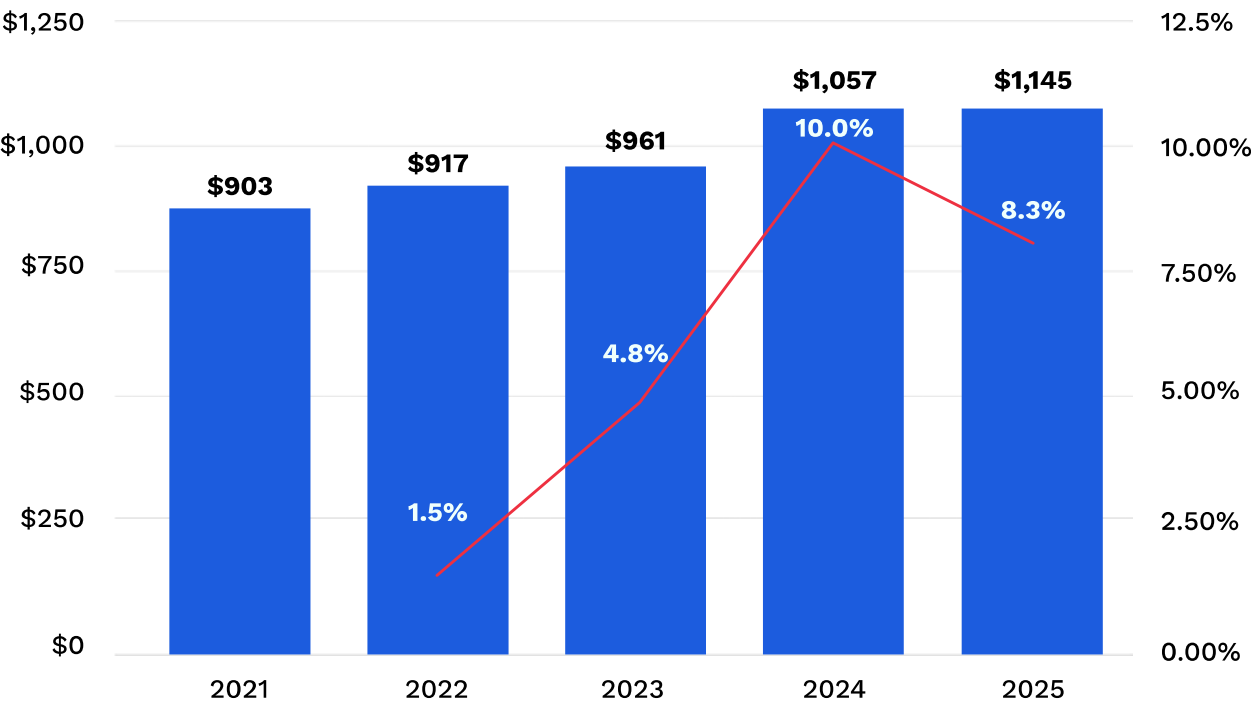


Rate Increases

The blended hourly rate among the Am Law® 100 rose by 8.3% in 2025, reaching \$1,145 per hour.

While this increase is lower than 2024’s historic 10% jump, it remains nearly double the growth of 2023 (4.8%).

Change in Blended Rates in Top 100 Firms ■ Blended Rate — Year-over-year Change



These figures underscore a clear trend: even as inflation moderates, firms continue to push through rate increases at levels that outpace broader economic conditions.

The Key Drivers of Rates

Annual rate increases place continued pressure on legal budgets, and it can feel as though in-house teams have little choice but to accept them. In reality, legal departments do have levers to pull — starting with decisions about which outside counsel firms to engage and how matters are resourced.

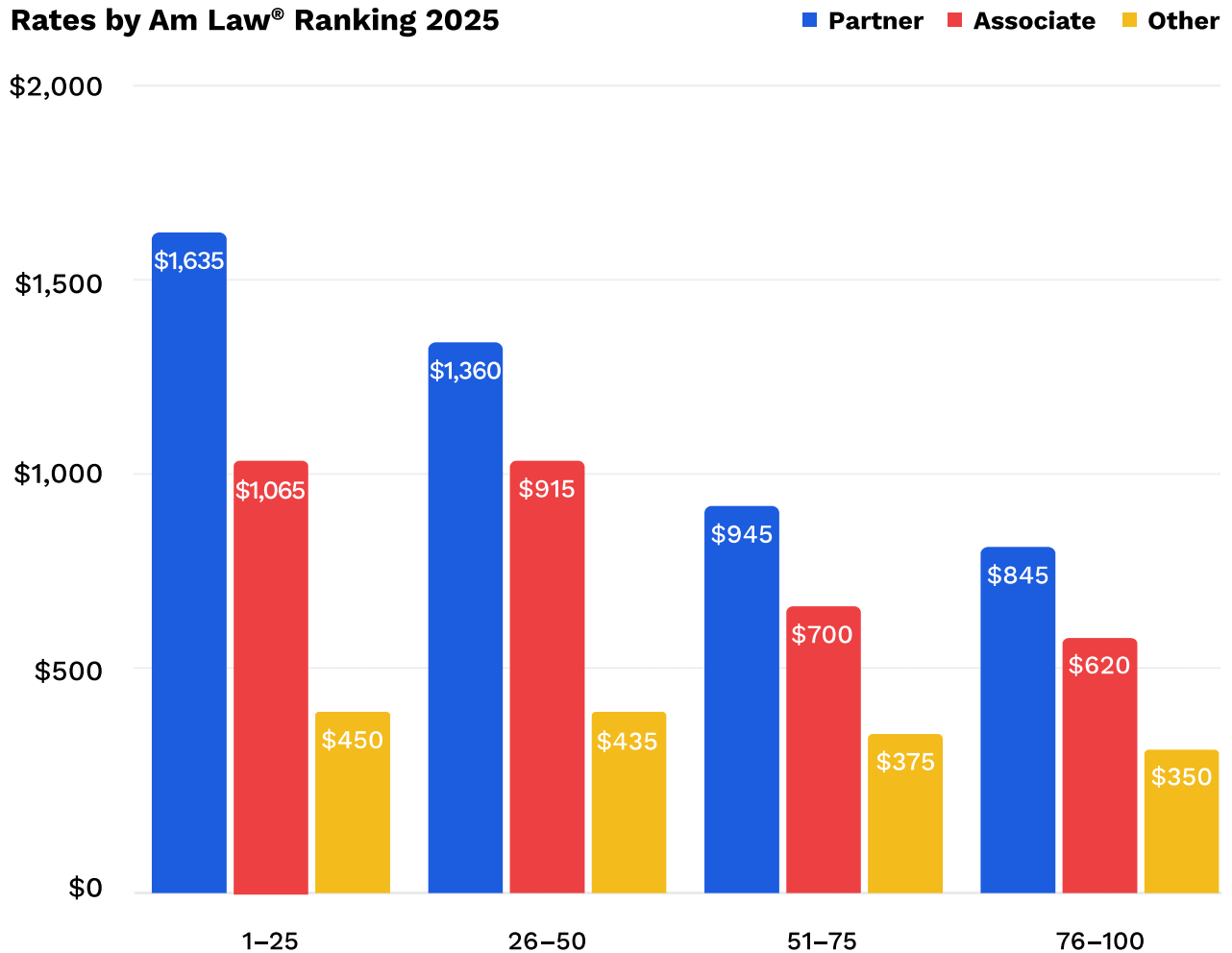
The data shows that firm ranking, practice area, geography, and resourcing all play a role in determining costs. By taking these drivers into account, in-house teams can benefit from the expertise and trust they've built with existing outside counsel where it matters, while also identifying opportunities to stretch their budgets further.

In the following sections, we explore each of these drivers and share insights to help legal departments make informed, cost-conscious decisions regarding which outside counsel firms to engage and how matters are resourced.

Firm Size

Firm ranking remains one of the strongest predictors of hourly rates. In 2025, partners at the top 25 firms charged an average of **\$1,635 per hour**, nearly double the **\$845 average at firms ranked 76–100**. Associates at top 25 firms billed **\$1,065 per hour**, outpacing partner rates at the bottom half of the list.

Rates by Am Law® Ranking 2025



This data highlights the premium commanded by top-ranked firms and the potential savings available by reallocating lower-risk or routine work to smaller firms, even within the Am Law® 100.

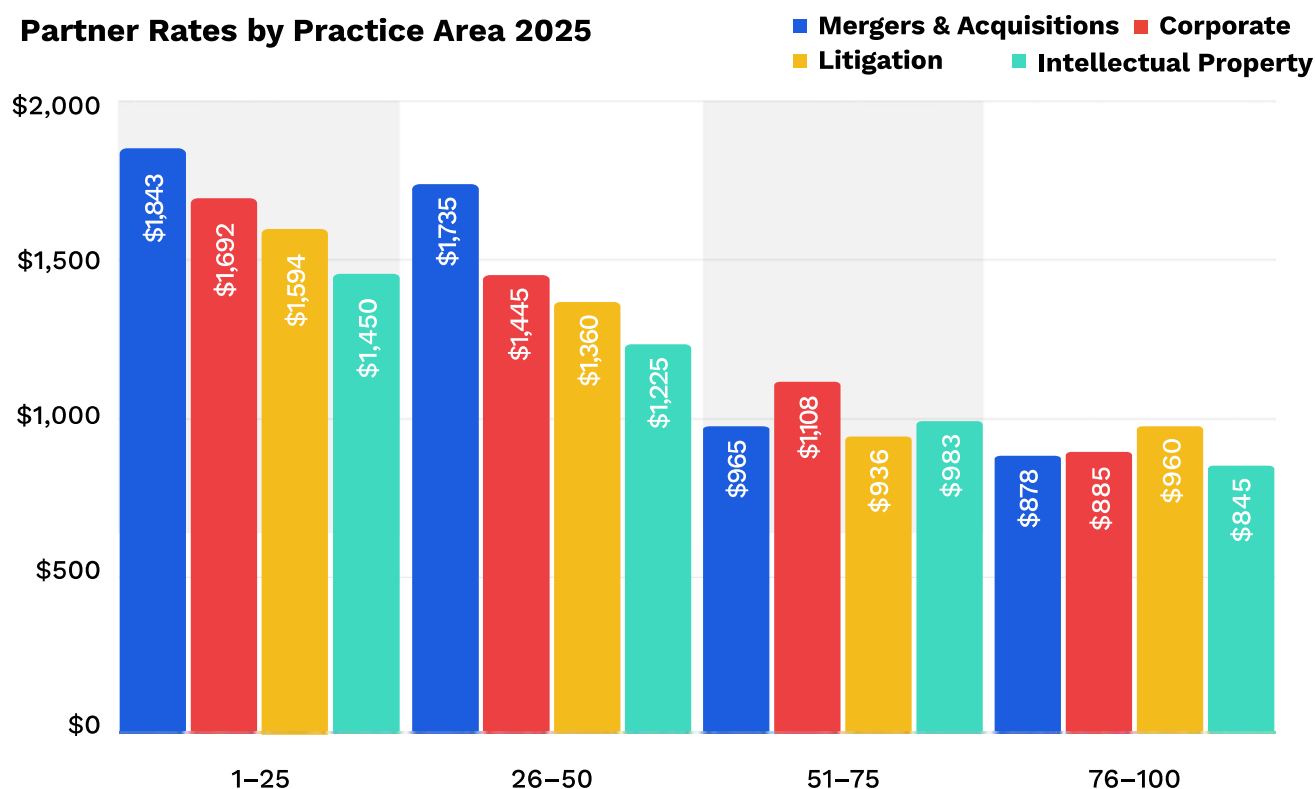
Practice Area

M&A and corporate work remain the highest-priced practice areas. In 2025, M&A partners at top-25 firms billed **\$1,843 per hour**, a **9.7% increase from 2024**, while corporate partners followed at **\$1,692 per hour**, up **8.1% year-over-year**.

Litigation rates also remain elevated, averaging **\$1,594** at top-25 firms and **\$1,360** at firms ranked 26–50, while partners in lower tiers billed under **\$1,000**.

While practice area sets the baseline for rates, in-house teams still have meaningful opportunities to influence cost — particularly in their choice of firm ranking, the staffing mix applied to matters, and, where appropriate, the use of ALSPs for repeatable work like document review.

Partner Rates by Practice Area 2025

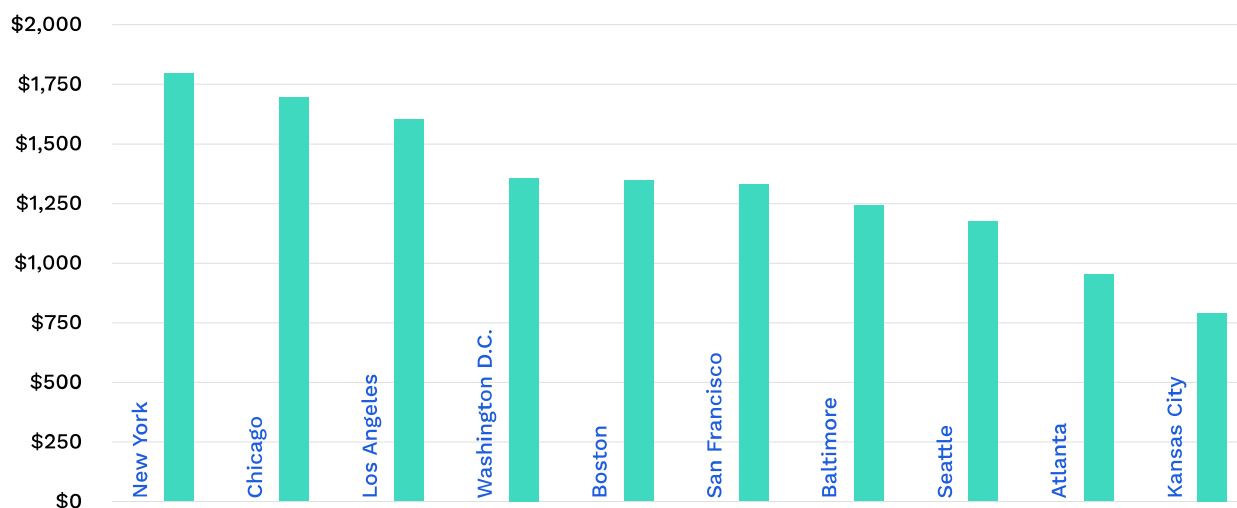
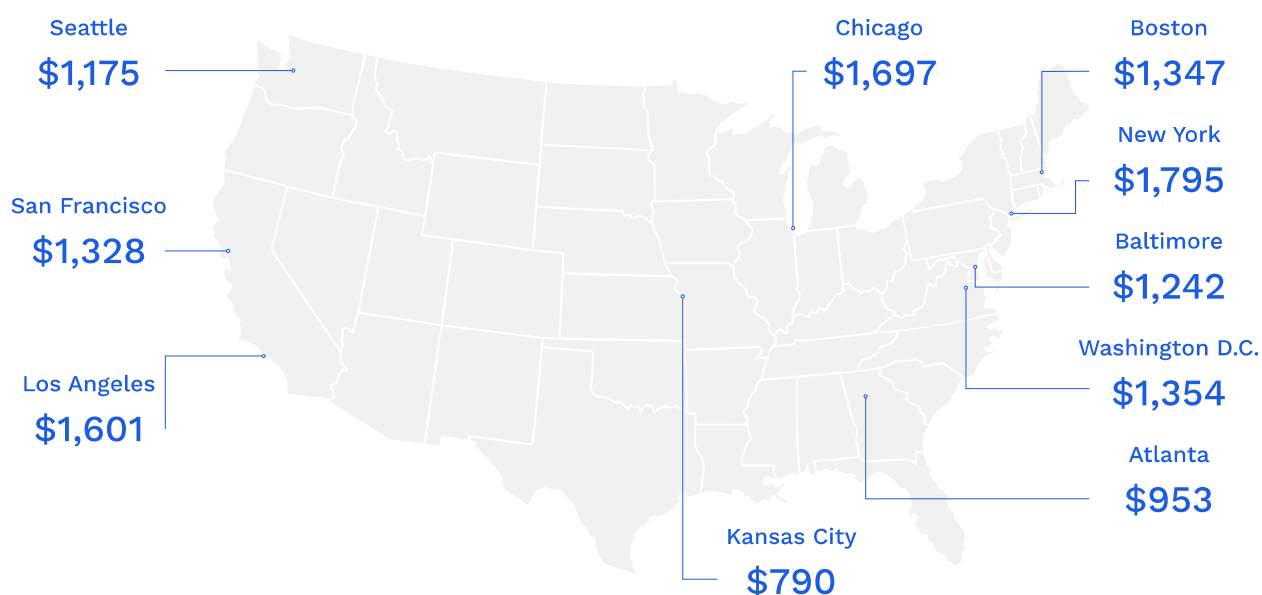


Geography

Rates continue to vary significantly by location. New York remains the most expensive market, with partners billing \$1,795 per hour. Chicago (\$1,697) and Los Angeles (\$1,318) followed closely.

In contrast, partners in Kansas City (\$790) billed at less than half the New York rate. Even within the Am Law® 100, geographic differences create meaningful opportunities for cost savings.

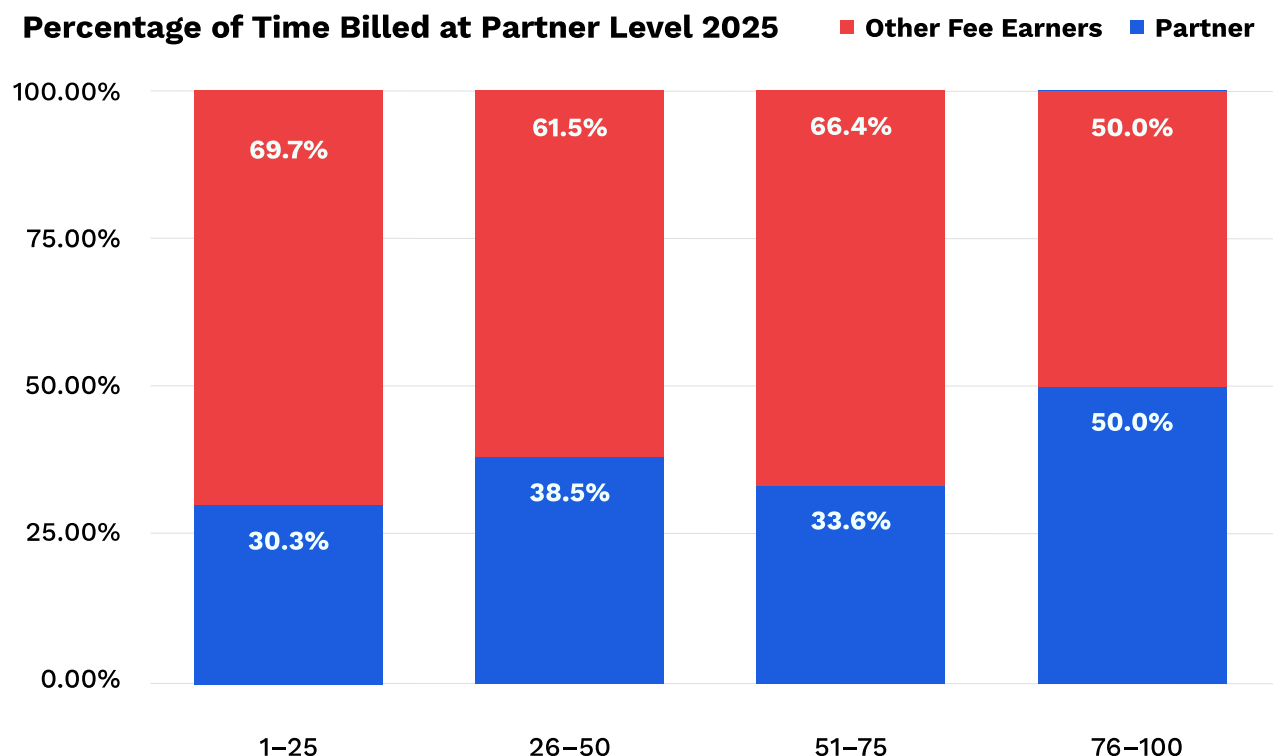
Partner Rates by Metro Area 2025



Resourcing Mix

How firms allocate work across partners and more junior fee-earners plays a critical role in determining overall legal spend.

In 2025, partners accounted for 30% of billable work at the top 25 law firms, compared to 50% at firms ranked 76–100. While the greater partner involvement at lower-ranked firms might raise cost concerns, their partner rates are nearly half those at top-tier firms on average, which keeps overall matter costs down.



The takeaway for in-house teams: heavy partner billing at top-tier firms has a much greater financial impact than similar allocations at lower-ranked firms, due to their higher hourly rates. Monitoring resourcing patterns remains critical to controlling overall spend.

Emerging Trends: AI's Impact on Law Firm Rates

Firms across the Am Law® 100 are investing in artificial intelligence (AI) technologies, primarily to drive internal efficiencies and streamline routine legal workflows. While widespread operational use of these tools is still in early stages, we are approaching a tipping point: one where AI will materially impact how firms deliver legal services and, by extension, how they price them.

For in-house teams, the implications are significant. AI is poised to reshape the foundational unit of legal pricing: the billable hour.



What's Changing?

AI is accelerating how legal work gets done. Tools that support research, drafting, and revision—traditionally the domain of junior associates—are already reducing the number of human hours required to complete legal tasks.

Over time, this will lead to:

- **Fewer hours billed per matter**, as more work is completed by AI.
- **Smaller teams staffed per matter**, particularly fewer junior associates.

On the surface, these trends may suggest cost savings for the legal department. But the reality may be more complex.



How Law Firms Are Likely to Respond

To maintain revenue, firms will likely adjust their pricing to offset reduced billable hours. After all, the value of resolving a matter remains unchanged—or may even increase—when AI enables faster, higher-quality, and more consistent outcomes. To capture that value, firms are expected to raise hourly rates and other commercial models to maintain or improve on their current margins.



Is the Hourly Rate Model at Risk?

Some have speculated that AI will hasten a broader shift away from hourly billing toward value-based pricing. While such a transformation is possible, it's unlikely to happen quickly. The billable hour remains deeply embedded in law firm economics, incentive structures, and client expectations.

That said, the economic pressure created by AI-enabled efficiency gains may create an opening for firms and clients to experiment more seriously with fixed-fee engagements and other alternative fee arrangements.



What In-House Teams Should Watch For

There are three early indicators that AI is starting to affect how law firms are getting work done, even if it might not show up in the form of reduced pricing:

1. **Reductions in total billed hours per matter**, particularly for repeatable work.
2. **Shifts in resourcing patterns**, such as fewer junior timekeepers and more partner time billed.
3. **Rate increase requests** that significantly outpace increases seen today.

In-house teams should track these patterns in their own data and use them to inform rate negotiations. Ultimately, clients and firms should share the value created by deploying AI to resolve matters.

While it may not always feel like it, legal departments are in the driver's seat when it comes to negotiating rates. Now more than ever, it pays to negotiate confidently and explore new partnerships when needed.

Brightflag is closely monitoring how AI adoption is shaping rates and resourcing, and will be among the first to reflect these shifts in future benchmarking data.

Recommendations

Armed with the insights in this report, in-house teams can enter rate negotiations with a clearer understanding of what constitutes an acceptable increase — and greater confidence in pushing back when proposals exceed market norms.

At the same time, effectively managing outside counsel rates is not a one-time exercise. To keep legal spend under control, teams need to take a structured, ongoing approach to monitoring and managing their law firm engagements.

Here are a few strategies that legal departments can apply to get — and stay — ahead of outside counsel costs:

Enforce agreed rates systematically.

Require firms to submit and adhere to approved timekeeper rates via an e-billing system.

Push back on excessive increases.

Use benchmarking data to challenge rate requests that exceed market norms.

Right-source strategically.

Reserve engagements with top firms for the highest-risk, most complex matters.

Redirect routine or lower-risk work to regional firms, ALSPs, or flexible legal talent.

Monitor resourcing closely.

Track the proportion of partner time billed and ensure staffing is aligned with the complexity and risk of the task at hand.

Keep an eye on AI adoption.

While still in early stages, AI is beginning to change how firms approach staffing and task completion. Over time, these changes may impact billing models and cost expectations.

For now, legal teams should begin asking firms how they're using AI and whether it's reducing manual work—especially for repeatable tasks like research or document review.

Closing

The forces shaping outside counsel costs in 2025 are largely familiar: firm ranking, practice area, geography, and resourcing remain the strongest drivers of rates. But in-house teams are not without influence. With the right data and a clear understanding of how and where work is delivered, legal departments can make smarter sourcing decisions and maximize the value received from their outside counsel spend.

While artificial intelligence is not yet a dominant factor in rate setting, its growing presence in law firm workflows suggests new questions will arise in future negotiations. Staying informed and engaged on these trends now will ensure your team is prepared as technology begins to reshape how legal services are delivered—and priced.

About Brightflag

Brightflag's enterprise legal management platform is the most effective solution for providing visibility into legal work and spend. The intuitive AI-powered platform makes in-house legal teams more productive by taking on time-consuming, manual, tasks related to invoicing, reporting, and matter management.

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Michael leads data science at Brightflag and is passionate about AI and the future of legal operations. He is the architect of Brightflag's patented AI engine. Michael has a Masters in Machine Learning from DIT Dublin and an MLitt in Philosophy from the University of St Andrews in Scotland. Prior to Brightflag, Michael worked in consulting helping UK and Irish organizations leverage machine learning to enhance their operations and customer targeting.



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