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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN BERNARDINO**

CATHERINE GAMBOA, individually, and on behalf of other members of the general public similarly situated,

Plaintiff,

v.

MOTHERLY COMFORT HOME CARE LLC, a California limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVRS2402550
Assigned to Hon. Tony Raphael, Dept. R14

Complaint filed: November 22, 2024
FAC filed: December 26, 2024
Trial date: Not Set

**CLASS & REPRESENTATIVE ACTION**

**DECLARATION OF ALAN WILCOX IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

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

PRELIMINARY APPROVAL HEARING
Date: June 16, 2026
Time: 9:00 a.m.
Dept: R14

I, Alan Wilcox, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California. I am a Senior Attorney at Wilshire Law Firm, PLC ("WLF"), counsel of record for Plaintiff Catherine Gamboa ("Plaintiff"). I, along with the above-captioned attorneys of WLF (collectively and inclusively "Class Counsel"), have reviewed the case files for this matter as routinely kept by WLF in the course of litigation. Based upon the information available to Class Counsel through WLF's record-keeping processes, I am competent to make this declaration (this "Declaration"). This Declaration is submitted concurrently with and in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement (the "Motion").

## CASE BACKGROUND

2. This is a wage and hour class and Private Attorneys General Act ("PAGA") (Cal. Lab. Code §§ 2699, et seq.) representative action between Plaintiff and Defendant Motherly Comfort Home Care LLC ("Defendant," and together with Plaintiff, the "Parties") (the "Action"). Plaintiff and the putative class members are all current and former hourly, non-exempt employees who were employed by Defendant, either directly or through any predecessor, successor, assign, subsidiary, staffing agency, or professional employer organization, in the State of California during the Class Period (each a "Class Member" and collectively the "Class"). The Class Period is from November 22, 2020, through date on which the Court issues an Order granting preliminary approval of the Settlement. Defendant is a California-based, licensed non-medical home care provider.

3. Plaintiff alleges that Defendant's payroll, timekeeping, and wage and hour practices resulted in Labor Code violations. Specifically, Plaintiff alleges that Defendant failed to pay for all hours worked. Plaintiff further alleges that Defendant failed to provide meal periods, failed to authorize and permit rest periods, failed to furnish accurate itemized wage statements, and failed to indemnify employees for expenditures.

4. Based on these allegations, on November 22, 2024, Plaintiff filed the Class Action alleging that Defendant (1) failed to pay minimum and straight time wages (Labor Code §§ 204, 1194, 1194.2, and 1197); (2) failed to pay overtime wages (Labor Code §§ 1194 and 1198); (3)

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failed to provide meal periods (Labor Code §§ 226.7, 512); (4) failed to authorize and permit rest periods (Labor Code §§ 226.7); (5) failed to provide accurate itemized wage statements (Labor Code § 226); (6) failed to indemnify employees for expenditures (Labor Code § 2802); and (7) violated California's Unfair Competition Law, California Business and Professions Code section 17200, *et seq*. On October 17, 2024, pursuant to Labor Code §2699.3, subdivision (a), Plaintiff gave notice to the LWDA and Defendant. On December 26, 2024, after the 65-day statutory period passed, Plaintiff filed the First Amended Complaint alleging the class claims in the initial Complaint and alleging civil penalties under the Private Attorneys General Act of 2004 (Labor Code §§ 2698 et seq.) (the "Operative Complaint").

DISCOVERY, INVESTIGATION, AND SETTLEMENT

5. Following the filing of the Operative Complaint, the Parties exchanged documents and information. Defendant provided documents regarding its wage and hour policies and practices during the Class Period, as well as information regarding the total number of employees during the Class Period in its informal discovery responses. Defendant also produced tax returns, balance sheets, and profit and loss statements for the prior three years for Plaintiff's review.

6. After reviewing documents regarding Defendant's wage and hour policies and practices and analyzing Defendant's financial state with the help of a third-party financial consultant, Class Counsel was able to evaluate the probability of class certification, success on the merits, Defendant's maximum monetary exposure for all claims, and Defendant's ability to pay a large settlement. Our third-party consultant confirmed Defendant was in financial distress and advised Class Counsel of the maximum amount that Defendant could realistically pay to settle this Action. Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the Action. Class Counsel reviewed these records and prepared prepare a damages analysis.

SETTLEMENT NEGOTIATIONS

7. The Parties did not participate in formal mediation due to the financial hardship of the Defendant, but instead engaged in extensive arm's length, adversarial settlement discussions over several weeks that were focused on the merits of the claims as weighed against the financial

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viability of the Defendant. While the Parties were willing to explore settlement, each side was prepared to litigate its position through trial and appeal if a resolution had not been reached.

8. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses and financial condition, the Parties reached a settlement in the amount of $200,000.00 (the "Gross Settlement Amount"), the material terms of which are set forth in the Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement" or "Settlement Agreement"). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 1**.

9. Class Counsel submitted the proposed Settlement to the LWDA before filing the Motion. A true and correct copy of the submission of the Settlement Agreement to the LWDA is attached hereto as **Exhibit 2**.

10. The Parties requested several bids from experienced class action settlement administrators to serve as the settlement administrator for this Settlement. The Parties accepted the bid of Phoenix Class Action Administration Solutions (the "Administrator") which was the lowest out of the multiple bids sought. The Administrator has multiple years of experience in the field of class action administration, particularly in the wage and hour arena. In its bid, the Administrator agreed to cap its costs at $9,950.00 for 618 Class Members (the "Administration Costs"). The Administrator's bid accounts for serving the class notice in English. The Administrator will undertake its best efforts to ensure that the Class Notice is provided to the current addresses of Class Members, including conducting a national change of address search and re-mailing the Class Notice to updated addresses. A true and correct copy of the bid is attached as **Exhibit 3**.

11. Plaintiff does not have any interest, financial or otherwise, in the Administrator.

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

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

## THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

14. Class Counsel has conducted a thorough investigation into the facts of this case. Based on the foregoing discovery and their own independent investigation and evaluation, Class

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Counsel is of the opinion that the Settlement is fair, just, reasonable, and adequate and is in the best interests of the Class Members in light of all known facts and circumstances, the risk of significant delay, the defenses that could be asserted by Defendant both to certification and on the merits, trial risk, and appellate risk.

15. Based on an analysis of the facts and legal contentions in this case, documents and information from Defendant, Class Counsel evaluated Defendant's maximum exposure. Class Counsel took into account the risk of not having the claims certified and the risk of not prevailing at trial, even if the claims are certified. Class Counsel created a damages model to evaluate the realistic range of potential recovery for the Class using the minimal amount of data Defendant provided[1], including: Class Member timekeeping and payroll records, the number of Class Members, the number of Workweeks[2], the number of Aggrieved Employees[3], the relevant PAGA Period[4], the number of PAGA Pay Periods[5], and Clas Counsel created good-faith assumptions estimating the average rate of pay for Class Members, the average number of shifts any given Class Member worked per week, and the number of currently and formerly employed Class Members. The damages model is based on the following benchmarks:

| |
|---|
| Total Class Members: 618 |
| Terminated Class Members during the statute of limitations period: 309[6] |

[1] Class Counsel made several requests to Defendant over several weeks for Defendant to provide all necessary data points to create a more accurate damages model. Defendant was unable to provide these data points, and Class Counsel was forced to make assumptions based on its experience and Plaintiff's experiences.

[2] "Workweek" means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

[3] "Aggrieved Employee(s)" means all current and former hourly, non-exempt employees employed by Defendant in the State of California during the PAGA Period.

[4] "PAGA Period" means the period from October 17, 2023, through the date on which the Court issues an Order granting preliminary approval of the Settlement.

[5] "PAGA Pay Periods" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

[6] Since Defendant was unable to provide this data point, we estimated that half the Class Members are considered former employees as it is a "coin-toss" without further information from Defendant.



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| |
|---|
| Total Workweeks: 15,354<br>PAGA Pay Periods: 667.2[7]<br>Aggrieved Employees: 278[8]<br>Avg. Hourly Rate: $15.27 or $18.55[9] |

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

17. For purposes of calculating Defendant's liability based on a best-case scenario for Plaintiff and the Class, we estimate that Defendant's maximum potential exposure by assuming that all unpaid work time should have been paid at the overtime rate, not minimum or straight time wages and we assumed that Defendant is liable for 0.5 hours of unpaid worktime per workweek[10]. This results in an estimate of $175,841.69 (using $15.27 as the hourly rate) or $213,612.53 (using $18.55 as the hourly rate (15,354 weeks * $15.27 or $18.55 hourly average rate * 1.5 overtime rate

[7] This was estimated by taking the number of Workweeks in the Class Period (15,354), divided by the number of calendar weeks in the Class Period (276 – using the end date of March 4, 2026, which is when the Settlement Agreement was signed because the information provided regarding Workweeks was accurate as of that date) to yield the number of Workweeks per calendar week (55.6). This number was then multiplied by the number of calendar weeks in the PAGA Period (124) to estimate how many Workweeks were in the PAGA Period (1,334.4). This number was then divided by 2 because Aggrieved Employees were paid bi-weekly, yielding 667.2 PAGA Pay Periods for purposes of our analysis.

[8] Class Counsel assumed Defendant maintained the same level of employment so we took the number of Class Members (618) and divided that by the number of calendar weeks in the Class Period (276) then multiplied that number by the number of calendar weeks in the PAGA Period (124) to estimate how many employees worked during the PAGA Period, which yielded 277.65 Aggrieved Employees, rounded to 278.

[9] Class Counsel used two numbers to perform separate calculations to estimate the average rate of pay: the average minimum wage for the Class Period (minimum wage each year from 2020 to 2026) divided by the number of years from 2020 to 2026 (7), yielding $15.27/hour. Additionally we ran calculations based on our client's pay rate at the end of their employment ($18.55/hour).

[10] Defendant failed to provide this data point, so Class Counsel conservatively estimated this based on our review of the records and Plaintiff's experiences.



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* 0.5 hours of unpaid work per week) but we discounted these figures by 80% to account for the difficulty of prevailing on a motion for class certification and a trial on the merits because liability depends on whether Defendant knew or should have known that Class Members were working off-the-clock, yielding a realistic damage estimate of  $35,168.34 or $42,722.51, respectively.[11]

18. With respect to the meal period claim, Plaintiff alleges that Defendant required Plaintiff and similarly situated Class Members to either work in lieu of taking meal periods, or their meal periods were untimely or interrupted. Assuming a 50% violation rate for the Class Period based on Plaintiff's and other Class Members' experience working for Defendant, potential liability for the meal period claim is $586,138.95 or $712,041.75 (15,354 weeks * 50% * $15.27 or $18.55 * reasonable estimated 5 shifts[12] a week). We discounted this figure by 80% to account for the difficulty of certifying and proving meal period claims, as well as Defendant's contention that the claim lacks merit, particularly in light of its numerous meal period premium payments, yielding a realistic damage estimate of $117,227.79 or $142,408.35, respectively.

19. With respect to the rest period claim, Plaintiff alleges that Defendant required them and similarly situated Class Members to work in lieu of taking rest periods, or their rest periods were interrupted. Assuming a 50% violation rate for the Class Period based on Plaintiff's and other Class Members' experience working for Defendant, Defendant's potential liability for the rest period claim $586,138.95 or $712,041.75 (15,354 weeks * 50% * $15.27 or $18.55 * reasonable estimated 5 shifts[13] a week). We discounted this figure by 90% to account for the difficulty of certifying and proving rest period claims, particularly because rest periods do not have to be

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

[12] We estimated an average number of 5 shifts per week, given that that's what is most commonly considered a full work week.

[13] We estimated an average number of 5 shifts per week, given that that's what is most commonly considered a full work week.



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recorded, and to account for the possibility of class members voluntarily choosing to forego a rest period, yielding a realistic damage estimate of $58,613.90 or $71,204,18, respectively.

20. In sum, we estimated that Plaintiff's maximum recovery for the off-the-clock claim, meal period violations, rest period violations, and failure to reimburse expenses is $1,348,119.59 (using $15.27/hour) or $1,637,696.03 (using $18.55/hour), but, after factoring in the risk and uncertainty of prevailing at certification and trial, we estimate that Plaintiffs' realistic estimated recovery for the non-penalty claims is $211,010.03 or $256,335.04, respectively.

21. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimated that Defendant's realistic potential liability is $224,613.48[14] or $261,100.20.[15] While Defendant's maximum potential liability for: waiting time penalties is $849,317.40 (using $15.27/hour) or $1,031,751.00 (using $18.55/hour) based on approximately 309 terminated class members during the 3-year statute of limitations period (309 * $15.27 or $18.55 * 6[16] hours * 30 days); inaccurate wage statements is $129,150.00 based on approximately 309 class members who worked approximately 1,446[17] pay periods within the 1-year statute of limitations period (($50 * 309) + ($100 *1,137); and PAGA violations $144,600.00 based on the Court assessing a $100 penalty for initial violations for all 1,446 pay periods within the 1-year statute of limitations period, we believe that it would be unrealistic to expect the Court to award the full $1,123,067.40 or $1,305,501.00, respectively, in penalties given Defendant's defenses, the contested nature of Plaintiff's claims, and the discretionary nature of penalties. Considering that the underlying claims are realistically estimated to be $211,010.03 or $256,335.04, respectively, such a disproportionate

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[14] Based on the calculations utilizing $15.27 as the average hourly rate.

[15] Based on the calculations utilizing $18.55 as the average hourly rate.

[16] We use six hours as an average shift assuming that half the employees are full time and half are part-time and assuming a traditional 4-hour part-time shift and a traditional 8-hour full-time shift.

[17] This was calculated by taking the number of Workweeks divided by the number of calendar weeks in the class period to determine the number of Workweeks per calendar week, which yielded 55.6 and multiplying that by 52 (the number of calendar weeks in one-year), which yielded 2,892.78 Workweeks. We then divided that number by 2 because each pay period was bi-weekly, which yielded 1,446.39, rounded down to 1,446.



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award would also raise due process concerns. Weighing these factors and applying a discount of 80% to account for the risk and uncertainty of prevailing at trial and the Court's discretionary ability to lower penalties, we arrived at $224,613.48 (using $15.27/hour) or $261,100.20 (using $18.55/hour) for statutory and civil penalties.

22. Using these estimated figures, Plaintiff predicted that the realistic maximum recovery for all claims, including penalties, would be $435,623.51 or $517,435.24, respectively. This means that the $200,000.00 settlement figure represents between 45.9% ($200,000.00 / $435,623.51) and 38.7% ($200,000 / $517,435.24) of the realistic maximum recovery. Considering the risk and uncertainty of prevailing at class certification and at trial, this is an excellent result for the Class.[18] Indeed, because of the Settlement, Class Members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

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

24. This Settlement avoids the risks and the accompanying expenses of further litigation. The Parties already engaged in significant amount of investigation, informal discovery, and data analysis, and multiple sets of formal written discovery. Had the Settlement not been reached, Plaintiff intended to depose corporate officers and managers of Defendant. Moreover, preparation for a class certification and a trial remained for the Parties as well as the prospect of appeals in the wake of a disputed class certification ruling for Plaintiff and/or adverse summary judgment ruling. Had the Court certified any claims, Defendant could seek decertification or appellate review. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

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



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25. As a result of the Settlement, the net settlement amount to be split amongst the Class is the Gross Settlement Fund minus:

a. One-third (1/3) of the Gross Settlement Amount, which is currently estimated to be $66,666.66 for Class Counsel's attorneys' fees (the "Class Counsel Fees Payment");

b. Up to $10,000.00 for Class Counsel's litigation expenses (the "Class Counsel Litigation Expenses Payment");

c. $9,950.00 in administration costs (the "Administration Costs");

d. $6,500.00 for the allocated amount of the PAGA penalties payable to the LWDA (the "LWDA PAGA Payment"); and

e. $3,500 for the allocated amount of the PAGA penalties payable to the Aggrieved Employees (the "Aggrieved Employees");

f. $10,000.00 for the service award to Plaintiff for serving as the Class Representative (the "Class Representative Service Payment"); and

g. $250.00 payment to Class Representative for Release of Age Discrimination in Employment Act ("ADEA") and Older Workers Benefit Protection Act ("OWBPA") claims.

26. The Net Settlement Fund (the "Net Settlement Amount") is estimated to be $93,133.34 for the Class. Based on this amount, each Class Member is estimated to receive an average net benefit of approximately $150.70. When considering the risks of litigation, the uncertainties involved in achieving class certification, the burdens of proof necessary to establish liability, the probability of appeal of a favorable judgment, and the financial ability of the Defendant to satisfy any judgment that may be obtained against Defendant, it is clear that the Settlement is within the "ballpark" of reasonableness, and preliminary settlement approval is appropriate.

CLASS REPRESENTATIVE SERVICE AWARD IS REASONABLE

27. Class Counsel represents that Plaintiff devoted a great deal of time and work assisting Class Counsel in the Action.

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28. Throughout the Action, Plaintiff has cooperated immensely with Class Counsel and took actions to protect the interests of the Class. Plaintiff provided valuable information regarding the off-the-clock, meal period, and rest period claims. Plaintiff also informed Class Counsel of developments and information relevant to the Action. Plaintiff also participated in decisions concerning the Action. Before Class Counsel filed the Action, Plaintiff provided Class Counsel with documents regarding the claims alleged in the Action. Plaintiff also responded to multiple sets of formal written discovery. The information and documentation provided by Plaintiff was instrumental in establishing the wage and hour violations alleged in the Action, and the recovery provided for in the Settlement Agreement would have been impossible to obtain without Plaintiff's participation.

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

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

31. In the final analysis, this Action would not have been possible without the aid of Plaintiff, who put their own time and effort into the Action, sacrificed the value of their own individual claims, and placed assumed risks for the sake of the Class. The Class Representative Service Payment for Plaintiff's service and general release of all individual claims is a relatively small amount of money given the time and effort Plaintiff put into the Action and in comparison to service awards granted to named plaintiff in similar class actions. The Class Representative

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Service Payment is therefore reasonable to compensate Plaintiff for their active participation in this lawsuit.

THE REQUEST FOR CLASS COUNSEL FEES AND COSTS IS REASONABLE

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

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

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

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

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## PLAINTIFF'S COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

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

## CLASS COUNSEL'S EXPERIENCE

### Tyler Woods's Qualifications

38. Tyler J. Woods graduated from the University of California, Davis in 1999 with a Bachelor of Arts degree in Communications with minors in Spanish and Psychology. He received by Juris Doctor from USC Gould School of Law in 2004.

39. Upon graduating from law school in 2004, Mr. Woods worked for international firm McDermott Will & Emery LLP practicing general litigation which included employment law matters. Since 2010, and exclusively since 2013, his practice has focused on labor and employment matters including handling wage and hour class, collective, and representative actions (including the California Private Attorneys general Act or "PAGA"), including at the law firms of McDermott Will & Emery LLP (where he was a partner), Pacific Trial Attorneys (where he was a partner), and labor and employment powerhouse Fisher Phillips (where he was a partner and head of Fisher Phillips Class Action Practice Group). At these law firms, he was the lead trial counsel or took a major leading role in defending employers on numerous wage and hour class, collective, and representative actions. Under his leadership as lead counsel during his tenure as defense counsel he successfully defeated class certification of a potential 10,000 plus class as lead counsel on behalf of a nationwide quick service restaurant during his time as defense counsel and negotiated several wage and hour class actions that were subsequently approved by the Courts.

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40. In late March 2024, Mr. Woods left Fisher Phillips and joined WLF to represent plaintiff employees. He has been and is handling many wage and hour class and representative actions litigating such matters on behalf of plaintiff employees in numerous Superior Courts. From matters representing both plaintiff and defendants, he has successfully mediated the resolution of many wage and hour class, collective, and representative actions.

41. In July 2025, he obtained a jury verdict in excess of $6,000,000 in a wage and hour case in Los Angeles Superior Court against Javier's Cantina & Grill (Los Angeles Superior Court Case No. 19STCV36438).

42. Mr. Woods has received numerous awards for his legal work. For example, from 2009-2011 and 2014, he was listed as a Rising Star in Los Angeles Super Lawyers (Thomas Reuters). He has also served on numerous prominent boards and in other leadership positions, including currently serving on the board of the Orange County Chapter of the California Restaurants Association.

43. He has also presented monthly webinars on labor and employment issues to hundreds of participants since 2022, including on wage and hour issues. For example, he presented "10 Reasons Employers Get Sued (and How to Avoid These Mistakes" (while a partner with Fisher Phillips) and "Key Insights for Hospitality Employers: Arbitration Agreements 101" (while a partner with Fisher Phillips). The reasonableness of his hourly rates is also supported by several surveys of legal rates, including the following:

a. The 2022 Real Rate Report survey compiled by Wolters Kluwer, which presents the real market rates of Los Angeles area attorneys who practice litigation. For that category, the third quartile 2022 rate was $1,045 per hour for partners and $855 for associates. Likewise, page 32 of the Report describes the rates charged by 183 Los Angeles partners with "21 or more years of experience" and "Fewer than 21 years." For those categories, the third quartile Los Angeles partner rate in 2022 were $1,133 per hour for 21 or more years and $1,075 for attorneys with fewer than 21 years. A true and correct copy of portions of the 2022 Real Rate Report is attached hereto as **Exhibit 4**.



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b. In an article entitled "Big Law Rates Topping $2,000 Leave Value 'In Eye of Beholder,'" written by Roy Strom and published by Bloomberg Law on June 9, 2022, the author describes how Big Law firms have crossed the $2,000-per hour rate. The article also notes that law firm rates have been increasing by just under 3% per year. A true and correct copy of this article is attached hereto as **<u>Exhibit 5</u>**.

<u>Alan Wilcox's Qualifications</u>

44. Alan Wilcox obtained his Bachelor's degree from the University of California, Berkeley in 2007. He graduated from Pepperdine University's School of Law and became a member of the California State Bar in 2012.

45. Throughout Mr. Wilcox's career up until his employment at WLF, he was essentially continuously employed as a civil litigation attorney at multiple law firms. He has represented clients in both state and federal Courts in a wide variety of matters, including contract disputes, wrongful foreclosure, unlawful detainer, divorce, product defect, tort, and employment.

46. From 2014 to the present, Mr. Wilcox has been exclusively practicing complex civil litigation representing plaintiff employees in employment matters. In that time, he has become an expert in the field. Mr. Wilcox has handled both individual wrongful discharge and collective wage and hour actions, with class action and PAGA matters including *Flores v. Aqua Terra Culinary, Inc.*, Monterey Superior Court Case No. 17CV002672, *Garcia v. Construction Innovations Group, LLC*, Sacramento Superior Court Case No. 34-2020-00285239, *Kim v. Sheraton Operating Corp.*, Central District of California Case No. 2:17-cv-09247-FMO-E, *Pease v. Wattrans, Inc.*, San Bernardino Superior Court Case No. CIVDS1919832, and *Lachman v. Berlitz Languages, Inc.*, Los Angeles Superior Court Case No. 19STCV01533, among others.

47. Mr. Wilcox used his programming skills to create complex systems for automatically performing in-depth analyses of employment records to identify wage and hour violations in both individual and collective action settings. He has tried several matters, including multiple employment cases and multiple non-employment cases. His expertise has resulted in obtaining multiple millions of dollars for his clients. He strives to represent individuals struggling

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to enforce their rights and recover what is owed to them from employers who violate California law. At WLF, he is a Senior Attorney charged with taking resolved class action and PAGA matters and ensuring that they are carried through the approval and distribution process in an efficient manner and in compliance with Court orders.

48. Mr. Wilcox's current hourly billing rate is $950.00 per hour. This hourly rate is reasonable and appropriate, given his background and experience. He is generally familiar with hourly rates charged by attorneys in both Southern and Northern California whose training and experience are similar, and believes this rate is competitive in both markets for attorneys.

49. Indeed, a commonly used metric for determining reasonable attorney fee rates based upon years of experience, the Laffey Matrix (http://www.laffeymatrix.com/see.html), indicates that it would be reasonable for Mr. Wilcox to charge approximately $948.00 per hour. Prior to taking on a Senior Attorney role at WLF, for multiple years his hourly billing rate stagnated at $650.00 per hour, following Judge Upinder S. Kalra granting the plaintiff's post-trial motion for attorneys' fees and approving hours and rate billed in the matter of *Parker v. Innovative Speech Therapy and Communications Servs., Inc.*, Los Angeles Superior Court Case No. 19STCV36310, and when Judge Kory Mathewson approved Mr. Wilcox's fee rate for a default judgment in Segura v. Beyond Staffing Solutions, Inc., San Bernardino Superior Court Case No. CIVDS1908672. While working for WLF, Mr. Wilcox has been repeatedly approved as class counsel and his hourly billing rate has been approved for many class and PAGA action settlements.

<u>Conor J.D. Gomez's Qualifications</u>

50. Conor J.D. Gomez is an Attorney at WLF. Mr. Gomez is responsible for finalizing resolved class action and PAGA matters, ensuring that they are carried through the approval and distribution process in an efficient manner and in compliance with court orders. He graduated from the University of California, Los Angeles School of Law in May 2020. Mr. Gomez passed the California Bar Examination on his first attempt and was admitted to practice in May 2021. He is admitted to practice law in the State of California and before the Northern District of California. Mr. Gomez also serves as an adjunct professor at the Thomas Jefferson School of Law in San Diego, California, and he acts as a Bar Exam Preparation mentor to law students throughout



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San Diego. He graduated from the University of California, San Diego in 2017 with a Bachelor of Arts in Sociology, concentrating in Law & Society. During law school, Mr. Gomez obtained credentials in course design, teaching innovation and technology, and business administration from the University of California, Irvine. He was awarded the Masin Family Foundation Gold Award in recognition of his academic performance in law school. Mr. Gomez began his legal career representing both for-profit and non-profit/tax-exempt organizations. He draws on that experience to achieve strong results for his clients, having represented businesses and understanding their perspectives. He has practiced plaintiff-side employment litigation for several years and has a strong record of securing settlements in individual wage-and-hour and FEHA matters, with results regularly reaching the six-figure range. Throughout his career, Mr. Gomez has worked with multiple firms, taking on increasing responsibility and mentoring dozens of new attorneys in employment law fundamentals and litigation strategies to achieve efficient and favorable outcomes. He transitioned into his current role at WLF to capitalize on his strengths in settlement negotiations, workflow optimization, and drafting clear and concise agreements and motions, with the goal of achieving maximal results for larger classes of workers. Mr. Gomez has served on the board of directors for local arts organizations and regularly hosts workshops throughout Southern California. He has guest lectured at the University of California, Irvine on various legal topics. He is also a certified mediator and serves on the California Lawyers for the Arts mediation panel, where he volunteers his time to mediate a wide range of disputes, including artistic business and ownership matters as well as employment disputes. Mr. Gomez has been appointed as class counsel in wage-and-hour matters throughout California, including most recently in *Alvarado v. Northstar Chemical, Inc., et al.*, CV-23-001538, Motion for Final Approval Granted April 9, 2026; *Julius v. Amdal Transport Services, Inc.*, VCU309520, Motion for Final Approval Granted April 7, 2026; *Begley v. Genewiz, LLC*, 37-2022-00038762-CU-OE-CTL, Motion for Final Approval Granted April 3, 2026; *Canady v. Sheffield Platers, Inc.*, 37-2024-00014952-CU-OE-CTL, Motion for Preliminary Approval Granted March 4, 2026; *Molina v. CCN Framing, Inc.*, 22STCV10819, Motion for Preliminary Approval Granted on March 4, 2026; and *Lucero v. Nissho of California, Inc.*, Case No. 37-2021-00001528-CU-OE-



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CTL, consolidated with Case No. 37-2022-00012006-CU-OE-CTL, Motion for Final Approval granted on February 20, 2026.

James Yoo's Qualifications

51. James Yoo is a Senior Attorney at WLF. He graduated from the University of California, Los Angeles with a Bachelor of Arts in Philosophy and earned his Juris Doctor degree from UCLA School of Law. He was admitted to practice law in the State of California in 2016. Before joining Wilshire Law Firm, he served as head of the Wage and Hour Department at Warmuth Law, where he gained extensive experience managing wage and hour matters and negotiating settlements on behalf of employees. As a Senior Attorney at WLF, he leads and manages multiple complex wage and hour class and representative actions under the California Private Attorneys General Act ("PAGA"). He is currently overseeing more than one hundred active class action and PAGA representative matters pending in courts throughout the State of California.

Heriberto Ponce's Qualifications

52. Heriberto Ponce is an Attorney at WLF, where he focuses his practice on complex employment litigation, including class and representative actions under the California Private Attorneys General Act ("PAGA"). He graduated from the University of Iowa College of Law in 2021 and was admitted to practice law in the State of California the same year. Before joining WLF, Mr. Ponce practiced at Fisher Phillips LLP, where he represented private employers in a broad range of labor and employment matters, including wage and hour disputes, discrimination, retaliation, and other FEHA related claims. Prior to entering private practice, Mr. Ponce served as a Deputy District Attorney with the Riverside County District Attorney's Office, where he prosecuted criminal matters and gained extensive courtroom experience.

Ruby Carrera's Qualifications

53. RUBY CARRERA is an Associate Attorney at WLF. She graduated from the University of California, Davis with a Bachelor of Arts in Communications, and earned her Juris Doctor from Santa Clara University School of Law in 2020. She was admitted to the California State Bar in 2022. Ruby has represented clients in both state and federal courts in a wide range of matters, including wrongful termination, workplace harassment, wage and hour disputes, partition

actions, and real estate litigation. Before joining WLF, she focused her practice on single-plaintiff employment cases, where she gained significant experience litigating wage and hour claims and other employment-related disputes. She now focuses her practice on wage-and-hour law, including PAGA matters.

Molly DeSario's Qualifications

54. Molly DeSario is a former a Partner at WLF. She graduated cum laude from the Carl H. Lindner School of Business at the University of Cincinnati in 1999 and received her Juris Doctor from Northeastern University School of Law in 2003. Ms. DeSario has over 19 years of experience in litigating class action and mass litigation and has spent 16 years prosecuting class and PAGA actions at well-known plaintiff-side wage and hour firms in California. As a Partner, Ms. DeSario oversaw the prosecution of hundreds of representative wage and hour actions in California state and federal courts.

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

Executed on April 24, 2026, in Santa Rosa, California.

Alan Wilcox

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Exhibit 1

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Attorneys for Defendant, Motherly Comfort Home Care LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN BERNARDINO**

| | |
|---|---|
| CATHERINE GAMBOA, individually, and on behalf of other members of the general public similarly situated,<br><br>*Plaintiff,*<br><br>v.<br><br>MOTHERLY COMFORT HOME CARE LLC, a California limited liability company; and DOES 1 through 10, inclusive,<br><br>*Defendants.* | Case No. CIVRS2402550<br><br>**CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**<br><br>*[Assigned for all purposes to Judge Tony Raphael, Dept. R14]* |

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Catherine Gamboa ("Plaintiff") and Defendant Motherly Comfort Home Care LLC ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. **DEFINITIONS.**

1.1 "Action" means Plaintiff lawsuit alleging class action and PAGA wage and hour violations against Defendant captioned *Catherine Gamboa v. Motherly Comfort Home Care LLC*,San Bernardino County Superior Court, Case No. CIVRS2402550, filed on November 22, 2024 and the First Amended Complaint filed on December 26, 2024, which amended the Complaint to add a cause of action for violation of PAGA ("Class Action" or PAGA Action" or "Action" or "Operative Complaint").

1.2 "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4 "Aggrieved Employee" means all current and former hourly, non-exempt employees employed by Defendant in the State of California during the PAGA Period.

1.5 "Class" means all current and former hourly, non-exempt employees were employed by Defendant, either directly or through any predecessor, successor, assign, subsidiary, staffing agency, or professional employer organization, in the State of California during the Class Period.

1.6 "Class Counsel" means Tyler Woods, James Yoo, Heriberto Ponce, and Ruby Carrera of Wilshire Law Firm, PLC.

1.7 "Class Counsel Fees Payment" means an award of attorneys' fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request approval from the Court of up to one-third (1/3) of the GSA (currently $66,666.66).

1.8 "Class Counsel Litigation Expenses Payment" means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, not to exceed $10,000.00 and paid from the Gross Settlement Amount.

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

1.10 "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

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

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

1.13 "Class Period" or "Class Settlement Period" means the period from November 22, 2020 through December 31, 2025, or the date on which the Court issues an Order granting preliminary approval of the Settlement, whichever one is later. ("Settlement Class Period").

1.14 "Class Representative(s)" means the named Plaintiff Catherine Gamboa in the Action.

1.15 "Class Representative Service Payment(s)" or "Enhancement Award(s)" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.16 "Court" means the Superior Court of California, County of San Bernardino.

1.17 "Defendant" means named Defendant Motherly Comfort Home Care LLC.

1.18 "Defense Counsel" means Joel Van Parys of CDF Labor Law LLP and Robert E. King of Legally Nanny®.

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

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

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

1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.23 “Gross Settlement Amount” or “GSA” means $200,000.00, which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below.

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

1.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.

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

1.28 “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties payment, Enhancement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration

Costs Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.31 "Operative Class Complaint" means the First Amended Complaint filed on December 26, 2024, which is the operative class action complaint.

1.32 "Operative PAGA Complaint" means the First Amended Complaint, filed on December 26, 2024, which asserts claims for civil penalties pursuant to the California Private Attorneys General Act.

1.33 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.34 "PAGA Period" means the period from October 17, 2023 through December 31, 2025, or the date on which the Court issues an Order granting preliminary approval of the Settlement, whichever one is later.

1.35 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.36 "PAGA Notice" means Plaintiff's October 17, 2024 letter (LWDA-CM-1056762-24) to the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.37 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount ($10,000.00), allocated 35% to the Aggrieved Employees ($3,500.00) and 75% to LWDA ($7,500.00) in settlement of PAGA claims.

1.38 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.39 "Plaintiff" means Catherine Gamboa the named plaintiff in the Action.

1.40 "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.41 "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.42 "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.43 "Released Parties" means Defendant and Defendant's officers, directors, employees and agents.

1.44 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.45 "Response Deadline" means sixty (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.46 "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment.

1.47 "Workweek" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. **RECITALS.**

2.1 On November 22, 2024, Plaintiff filed the Class Action alleging Defendant (1) failed to pay minimum and straight time wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to provide accurate itemized wage statements; (6) failed to indemnify employees for expenditures; and (7) violated California's Unfair Competition Law, California Business and Professions Code section 17200, *et seq*. On October 17, 2024, pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave notice to the LWDA and Defendant that Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-1056762-24). On December 26, 2024, after the 65-day statutory period passed, Plaintiff filed the First Amended Complaint alleging the class claims in the initial Complaint and, alleging claims for penalties pursuant to Labor Code § 2699, *et seq*.

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

2.3 Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the Actions. Plaintiff obtained and analyzed a representative sampling of time and payroll data for Class Members and the necessary policy documents through informal discovery to properly evaluate the strengths and weakness of the claims and engage in meaningful settlement discussions. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

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

2.5 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant will pay $200,000.00 to fully settle, resolve, and extinguish all claims asserted in the Action, including without limitation all claims asserted in the PAGA Notice. The Gross Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the wage portions of the Individual Class Payments, which Defendant will pay separately.

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

3.2.1 To Plaintiff: A payment for the Enhancement Award to Plaintiff of not more than $10,000.00 in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for an Enhancement Award that does not exceed this amount. As part of the motion for the Class Counsel Fees and Litigation Expenses Payments, Plaintiff will seek Court approval for any Enhancement Award no later than 16 (sixteen) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves an Enhancement Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Enhancement Award.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the GSA, which is currently estimated to be $66,666.66 and a Class Counsel Litigation Expenses Payment for actual costs. Defendant will not oppose requests for these payments. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees and Litigation Expenses Payment no later than 16 (sixteen) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount for distriubution to Participating Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Costs Payment for actual costs, not to exceed $10,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less or the Court approves payment of less than requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

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

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to the Settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $10,000.00 to be paid from the Gross Settlement Amount, with 65% ($6,500.00) allocated to the LWDA PAGA Payment and 35% ($3,500.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($3,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to

Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, Defendant represents there are 618 Class Members who collectively worked a total of 15,354 workweeks during the Class Period.

4.2 Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 (thirty) calendar days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within seven (7) days after Defendant fully funds the GSA, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Enhancement Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Enhancement Award shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

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

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

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

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

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

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

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

5.3 Plaintiff's Release of ADEA and OWBPA Claims. Plaintiff understands and agrees that this Agreement constitutes a knowing and voluntary waiver and release of Plaintiff's rights and claims under the Age Discrimination in Employment Act ("ADEA") and pursuant to the Older Workers Benefit Protection Act ("OWBPA"). Plaintiff acknowledges that the consideration for this waiver is in addition to any other payment to which Plaintiff may be entitled. Plaintiff further understands and agrees that this waiver does not include any rights or claims that may arise after the Parties execute this Agreement.

Plaintiff acknowledges that this Agreement is written in a manner designed to be clearly understood by Plaintiff, and that Plaintiff has read it carefully and understands its terms. Plaintiff acknowledges that Plaintiff has been advised and is aware of Plaintiff's right to consult with an attorney of Plaintiff's choice prior to signing this Agreement. Plaintiff further acknowledges that she is aware that she has twenty-one (21) days during which to consider the provisions of this ADEA/OWBPA release, although she may sign and return it sooner.

Plaintiff acknowledges that she has the right to revoke Section 5.1.2 of this Agreement pertaining to the ADEA/OWBPA release for a period of seven (7) days after signing it. Accordingly, Section 5.1.2 of this Agreement shall not become effective or enforceable until the eighth day following Plaintiff's execution of this Agreement.

Plaintiff expressly acknowledges and agrees, however, that Plaintiff has no right to revoke any other portion of this Agreement pertaining to any and all claims which do not arise under ADEA or OWBPA.

The Parties allocate $250.00 of the Settlement as consideration for the release of any ADEA or OWBPA claim. Accordingly, if Defendant pays Plaintiff the full amount of the Settlement and Plaintiff revokes Plaintiff's release of any ADEA or OWBPA claim pursuant to Section 5.5 of this Agreement, Plaintiff will owe and shall repay Defendant $250.00 within seven days of revoking Plaintiff's release of any ADEA or OWBPA claim. However, Plaintiff shall be bound by all the promises Plaintiff has made herein except for a release of any ADEA or OWBPA claim.

To revoke Section 5.3 of this Agreement, Plaintiff must provide a written notice of revocation to Joel M. Van Parys, Esq., CDF Labor Law, 900 University Ave., Suite 200, Sacramento, CA 95825 within seven days of signing this Agreement.

5.4 Released Class Claims: All Participating Class Members will waive and release all claims asserted in the complaint filed in the Action or that could have been based on the factual allegations asserted in the complaint filed in the Operative Complaint during the Class Period (collectively the "Released Class Claims").

5.5 Released PAGA Claims: The claims released by Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are all claims for civil penalties under PAGA arising during the PAGA Period that were alleged in Plaintiff's PAGA Notice to the LWDA and the Operative Complaint, or that could have been based on the facts asserted in the PAGA Notice and Operative Complaint against Released Parties (collectively the "Released PAGA Claims").

6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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

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

7. **SETTLEMENT ADMINISTRATION.**

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

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

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

7.4 Notice to Class Members.

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

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

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

7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

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

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

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

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

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

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

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

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

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

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

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

8. **ESCALATOR CLAUSE.** Based on its records, Defendant represents there are 618 Class Members who collectively worked a total of 15,354 Workweeks during the Class Period. Should the Workweeks increase more than 10% (i.e. more than 1,535 workweeks to 16,890 Workweeks), the GSA will increase on a proportional basis equal to the percentage increase in the number of Workweeks worked by the Class Members above the 10% (for example, if the final number of total workweeks increases by 11%, the GSA will increase 1%). Alternatively, if this clause is

triggered, Defendant will have the option to roll back the Class and PAGA Release Periods to the date in which the 10% threshold for Workweeks is met.

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

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

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

9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class

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

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

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

11. **ADDITIONAL PROVISIONS.**

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint has merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by

Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Actions, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

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

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

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

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

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

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

11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

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

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

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

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

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

To Plaintiff:

Tyler J. Woods
tyler.woods@wilshirelawfirm.com
James Yoo
james.yoo@wilshirelawfirm.com
Heriberto Ponce

eddie.ponce@wilshirelawfirm.com
Ruby Carrera
ruby.carrera@wilshirelawfirm.com
**WILSHIRE LAW FIRM**
660 S. Figueroa Street, Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

To Defendant:

Joel Van Parys, State Bar No. 227387
jvanparys@cdflaborlaw.com
**CDF LABOR LAW LLP**
900 University Avenue, Suite 200
Sacramento, CA 95825
Telephone: (916) 361-0991

Robert King (SBN 198325)
info@legallynanny.com
**LEGALLY NANNY®**
37 Trailwood,
Irvine, CA 92620
Tel: (714) 336-8864

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

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

11.19 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and l123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the San

Bernardino County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

IT IS SO AGREED.

DATED: 3/3/2026

DocuSigned by:

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Plaintiff Catherine Gamboa

DATED: ____________

______________________________________

Defendant Motherly Comfort Home Care LLC

By: ______________________________

Position: ____________________________

Bernardino County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

IT IS SO AGREED.

DATED: ____________ ________________________________

Plaintiff Catherine Gamboa

3/4/2026

DATED: ____________ ________________________________

Defendant Motherly Comfort Home Care LLC

By: _Natalie Ramirez________________

Position: _Owner______________________

# Exhibit A

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

*Catherine Gamboa v. Motherly Comfort Home Care LLC*
San Bernardino County Superior Court, Case No. CIVRS2402550

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

**You may be eligible to receive money** from employee class and representative action lawsuit ("Action") against Motherly Comfort Home Care LLC ("Defendant") for alleged wage and hour violations. The Actions were filed by former employee, Catherine Gamboa, and seeks (1) payment of unpaid wages and other relief for a class of non-exempt or hourly-paid employees ("Class Members") who worked for Defendant during the Class Period (November 22, 2020 to [INSERT DATE]); and (2) penalties under the California Private Attorney General Act ("PAGA") for all Class Members who worked for Defendant during the PAGA Period (October 17, 2023 to [INSERT DATE]) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Payments and pay PAGA Penalties to the California Labor and Workforce Development Agency ("LWDA").

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

The above estimates are based on Defendant's records showing that **you worked ______ Workweeks during the Class Period and you worked ______ Pay Periods during the PAGA Period**. The number of Workweeks attributed to you will be calculated by the Settlement Administrator using Defendant's records. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. **READ THIS NOTICE CAREFULLY**. You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|---|---|
| **DO NOTHING** | Receive money. Give up rights to sue Defendant for claims released in the Settlement. |
| **EXCLUDE YOURSELF** | Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period. |
| **OBJECT** | Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement. |
| **CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS** | Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement. |

# BASIC INFORMATION

## 1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you worked for Defendant Motherly Comfort Home Care LLC at some point(s) between November 22, 2020 and [INSERT DATE], and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys' General Act ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant during the "PAGA Period," which is October 17, 2023 through [INSERT DATE].

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator's contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the San Bernardino County Superior Court. The case is titled *Catherine Gamboa v. Motherly Comfort Home Care LLC San Bernardino County Superior Court, Case*

*No. CIVRS2402550*. The person who sued, Catherine Gamboa, is the Plaintiff, and the company sued, Motherly Comfort Home Care LLC, is the Defendant.

### 2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuit alleges wage and hour violations against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods and pay meal period premiums; (4) failure to provide rest periods and pay rest period premiums; (5) failure to furnish accurate itemized wage statements; (6) failure to indemnify employees for all necessary business expenditures; (7) violation of California's Unfair Competition Law, California Business and Professions Code section 17200, et seq.; and (8) civil penalties pursuant to PAGA based on the alleged violations of the California Labor Code listed above (the "Claims"). Defendant denies Plaintiff's Claims and denies any wrongdoing.

### 3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called "Class Representatives" (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

### 4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Plaintiff or Defendant on the merits of the claims alleged in the lawsuit. Plaintiff believes Plaintiff would win at trial. Defendant thinks that Plaintiff's lawsuit would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiff, as well as Plaintiff's lawyers (called "Class Counsel"), believe the Settlement is fair and reasonable and in the best interests of all Class Members.

## WHO IS INCLUDED IN THE SETTLEMENT?

### 5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: all persons who worked for Defendant in California as an hourly-paid or non-exempt employee at any time during the Class Period, including current and former employees.

### 6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

# THE SETTLEMENT BENEFITS—WHAT YOU GET

## 7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount ("Gross Settlement Amount" or "GSA") of up to $200,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys' fees of up to one-third (1/3) of the GSA, currently estimated to total $66,666.66 and reimbursement for reasonable costs not to exceed $25,000.00; an Enhancement Award of up to $10,000.00 to the Plaintiff (for Plaintiff's work and efforts prosecuting this case and Plaintiff's broader general release); a PAGA Penalties payment of $10,000.00 to resolve the PAGA claims ("PAGA Penalties"); and Settlement Administration Costs in an amount not to exceed $10,000.00. The exact amount of the Class Counsel's Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount is the "Net Settlement Amount" or the "NSA." The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded ("opt out") of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a $10,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 65% of the PAGA Penalties payment, or $6,500.00, will be paid to the California Labor and Workforce Development Agency. The remaining 35% of the PAGA Penalties payment, or $3,500.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

## 8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

**Individual Class Payment:** Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendant's records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (November 22, 2020 to [INSERT DATE]). Eighty percent (80%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

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

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

# HOW YOU GET A PAYMENT

## 9. HOW DO I RECEIVE A PAYMENT?

**You do not need to do anything to receive a payment.** However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

## 10. WHEN WOULD I GET MY PAYMENT?

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

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

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

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

## 11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendant and Defendant's officers, directors, employees and agents. ("Released Parties"). The releases become effective once the GSA is fully funded by Defendant.

**Released Class Claims:** All Class Members who do not timely and valid request for exclusion will waive and release the Released Parties from all claims arising during the Class Period which were asserted against Defendant in the operative complaint filed in the Action or which reasonably could have been asserted against Defendant based on the factual allegations stated in the operative complaint filed in the

Action, including all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief.

**Released PAGA Claims:** The claims released by Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, and the State of California are all claims under PAGA arising during the PAGA Period (a) which were asserted against Defendant in Plaintiff's PAGA Notice and/or the operative complaint filed in the Action or (b) which reasonably could have been asserted against Defendant based on the factual allegations stated in Plaintiff's PAGA Notice and/or the operative complaint filed in the Action.

# EXCLUDING YOURSELF FROM THE SETTLMENT

## 12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than 60 days after Class Notice is mailed. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

[INSERT]
*Motherly Comfort Home Care LLC* Settlement
XXXXX
City, State, XXXXX
Email:
Fax:

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period. If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future for the claims alleged in this Action.

## 13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is **60 days** after Class Notice is Mailed.

## 14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLMENT?

Only if you are an Aggrieved Employee. Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement, so they will receive their portion of the PAGA Penalties even if they exclude themselves from the rest of the Settlement. However, if you timely exclude yourself from the Settlement, you will not receive any of the Net Settlement Amount and you will retain the right to pursue your own legal action against Defendant for violations other than the Released PAGA Claims described above, if you desire.

## THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

### 15. DO I HAVE A LAWYER IN THIS CASE?

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

**WILSHIRE LAW FIRM**
Tyler J. Woods, Esq. (SBN 232464)
tyler.woods@wilshirelawfirm.com
James Yoo, Esq. (SBN 310680)
james.yoo@wilshirelawfirm.com
Heriberto Ponce, Esq. (SBN 339713)
eddie.ponce@wilshirelawfirm.com
Ruby Carrera, Esq. (SBN 343745)
ruby.carrera@wilshirelawfirm.com
Alan Wilcox (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Lucy Nguyen (SBN 338783)
lucy.nguyen@wilshirelawfirm.com
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

### 16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve up to **$66,666.66** (or 1/3 of the GSA) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to **$25,000.00** in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve a payment to Plaintiff Catherine Gamboa in the amount of up to **$10,000.00** in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiff has spent in service to the Class as the Class Representative. The Court may award a Class Representative less than what is requested.

## OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

### 17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection.

Written objections and notices of intent to appear at the Final Approval Hearing must be mailed, emailed, or faxed to the Settlement Administrator and postmarked on or before ____________________, at the following address:

[INSERT]
*Motherly Comfort Home Care LLC* Settlement
XXXXX
City, State, XXXXX
Email:
Fax:

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

### 18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

## THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

### 19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at [INSERT TIME] on [INSERT DATE] in Department R-14 of the San Bernardino County Superior Court (Rancho Cucamonga Courthouse) located at 8303 Haven Avenue, Rancho Cucamonga, CA 91730, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

### 20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

# IF YOU DO NOTHING

## 21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Action.

# GETTING MORE INFORMATION

## 22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, [INSERT] by calling toll free 1-800______, or you can write to the Administrator at the following address:

[INSERT]
*Motherly Comfort Home Care LLC* Settlement
XXXXX
City, State, XXXXX
Email:
Fax

**PLEASE DO NOT TELEPHONE THE COURT OR MOTHERLY COMFORT HOME CARE LLC'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.**

# Exhibit 2

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

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

## Private Attorneys General Act (PAGA) - Filing

## Proposed Settlement of PAGA case

**PAGA Number (LWDA-CM-) :** * 1056762-24

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

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

Your Information (Person Who is Filing)

**Your First Name** *
Alan

**Your Last Name** *
Wilcox

**Your Email Address** *
AlanWilcoxTeam@wilshire

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

**Your Mobile Phone Number**
213-342-5498

**Your City** *
Los Angeles

**Your Work Phone Number**

**Your State** *
California

**Your Zip/Postal Code** *
90017

## Court and Hearing Information

**Court** *

San Bernardino County Superior Court

**Court Case Number** *

CIVRS2402550

**Hearing Date** *

06/16/2026

**Hearing Time** *

09:00

HH:MM

**Hearing Location** *

247 West Third Street, Sar

**Number of aggrieved employees** *

618

**Net Amount to Aggrieved Employees** *

3500.00

**Gross settlement amount** *

200000.00

**Gross penalty** *

10000.00

**Penalties to LWDA** *

7500.00

**Date of proposed settlement** *

06/16/2026

## Other PAGA Notices

*Search for PAGA Case number*

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

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

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

## Proposed Settlement and Other Documents

**Proposed Settlement (must be .pdf or .xlsx)** *

Choose File 26.03.03 – G… Executed).pdf

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

Choose File No file chosen

Add Another Attachment

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

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

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

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



Previous Page Submit

Outlook

**Thank you for your Proposed Settlement Submission**

**From** no-reply@formassembly.com <no-reply@formassembly.com>
**Date** Fri 4/24/2026 2:49 PM
**To** Alan Wilcox's Team <AlanWilcoxTeam@wilshirelawfirm.com>

04/24/2026 02:49:39 PM

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

Item submitted: Proposed Settlement

On 04/24/2026 02:49:39 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1056762-24

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cpablo.villalobos%40wilshirelawfirm.com%7C0729de3b5f784ccb74c308dea24b6b0d%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639126641976387954%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=wNjj23qDh8HtTxnqSLCiTIByEzBwCwLkyxKzRTLvPwI%3D&reserved=0

# Exhibit 3

CLASS ACTION ADMINISTRATION SOLUTIONS

**CASE ASSUMPTIONS**

| | |
|---|---|
| Class Members | 618 |
| Opt Out Rate | 1% |
| Opt Outs Received | 6 |
| Total Class Claimants | 612 |
| Subtotal Admin Only | **$9,950.00** |

**Not-to-Exceed Total $9,950.00**

**For 618 Class Members**

**Pricing Good for Scope of Estimate Only**

## February 2, 2026

## Case: Motherly Comfort Home Care LLC (Gamboa) Opt-Out Admin wTranslation

**Phoenix Contact: Jodey Lawrence**
**Contact Number: 949.566.1455**
**Email: Jodey@phoenixclassaction.com**

**Requesting Party: Coley Hayes**
**Firm: Wilshire Law Firm, PLC**
**Direct Tel: (213) 381-9988 Ext. 815**
**Email: coley.hayes@wilshirelawfirm.com**

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on 618 Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

**Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)**

| Administrative Tasks: | Rate | Hours/Units | Line Item Estimate |
|---|---|---|---|
| Programming Manager | $125.00 | 2 | $250.00 |
| Programming Database & Setup | $125.00 | 2 | $250.00 |
| Toll Free Setup* | $141.14 | 1 | $141.14 |
| Call Center & Long Distance | $1.95 | 5 | $9.75 |
| NCOA (USPS) | $260.00 | 2 | $520.00 |
| | | **Total** | **$1,170.89** |

* Up to 120 days after disbursement

**Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Translation / Reporting**

| Project Action | Rate | Hours/Units | Line Item Estimate |
|---|---|---|---|
| Notice Packet Formatting | $125.00 | 3 | $375.00 |
| Data Merge & Duplication Scrub | $0.50 | 618 | $309.00 |
| Notice Packet & Opt-Out Form | $1.00 | 618 | $618.00 |
| Estimated Postage (up to 2 oz.)* | $0.74 | 618 | $457.32 |
| Static Website | $250.00 | 1 | $250.00 |
| Language Translation | $1,000.00 | 1 | $1,000.00 |
| | | **Total** | **$3,009.32** |

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

| Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables | | | |
|---|---|---|---|
| **Project Action:** | **Rate** | **Hours/Units** | **Line Item Estimate** |
| Case Associate | $55.00 | 2 | $110.00 |
| Skip Tracing Undeliverables | $1.00 | 62 | $61.80 |
| Remail Notice Packets | $1.00 | 62 | $61.80 |
| Estimated Postage | $0.74 | 62 | $45.73 |
| Programming Undeliverables | $50.00 | 2 | $100.00 |
| | | **Total** | **$379.33** |

| Database Programming / Processing Opt-Outs, Deficiencies or Disputes | | | |
|---|---|---|---|
| **Project Action:** | **Rate** | **Hours/Units** | **Line Item Estimate** |
| Programming Claims Database | $135.00 | 1 | $135.00 |
| Non Opt-Out Processing | $200.00 | 1 | $200.00 |
| Case Associate | $55.00 | 3 | $165.00 |
| Opt-Outs/Deficiency/Dispute Letters | $10.00 | 3 | $30.00 |
| Case Manager | $85.00 | 2 | $170.00 |
| | | **Total** | **$700.00** |

| Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks | | | |
|---|---|---|---|
| **Project Action:** | **Rate** | **Hours/Units** | **Line Item Estimate** |
| Programming Calculations | $125.00 | 2 | $250.00 |
| Disbursement Review | $125.00 | 2 | $250.00 |
| Programming Manager | $125.00 | 1 | $125.00 |
| QSF Bank Account & EIN | $75.00 | 2 | $150.00 |
| Check Run Setup & Printing | $125.00 | 3 | $375.00 |
| Mail Class Checks * | $1.00 | 612 | $611.82 |
| Estimated Postage | $0.74 | 612 | $452.75 |
| | | **Total** | **$2,214.57** |

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

| Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations | | | |
|---|---|---|---|
| **Project Action:** | **Rate** | **Hours/Units** | **Line Item Estimate** |
| Case Supervisor | $125.00 | 3 | $375.00 |
| Remail Undeliverable Checks (Postage Included) | $1.50 | 31 | $45.89 |
| Case Associate | $50.00 | 3 | $150.00 |
| Reconcile Uncashed Checks | $95.00 | 3 | $285.00 |
| Conclusion Reports | $100.00 | 2 | $200.00 |
| Case Manager Conclusion | $85.00 | 2 | $170.00 |
| Final Reporting & Declarations | $125.00 | 2 | $250.00 |
| IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included) | $1,000.00 | 1 | $1,000.00 |
| | | **Total** | **$2,475.89** |

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

| | |
|---|---|
| **Estimate Total:** | **$9,950.00** |

PHOENIX
CLASS ACTION ADMINISTRATION SOLUTIONS

# TERMS AND CONDITIONS

**Provisions:** The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

**Data Conversion and Mailing:** The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

**Claims:** PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are $10.00 per opt-out.

**Payment Terms**: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

**Tax Reporting Requirements**

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

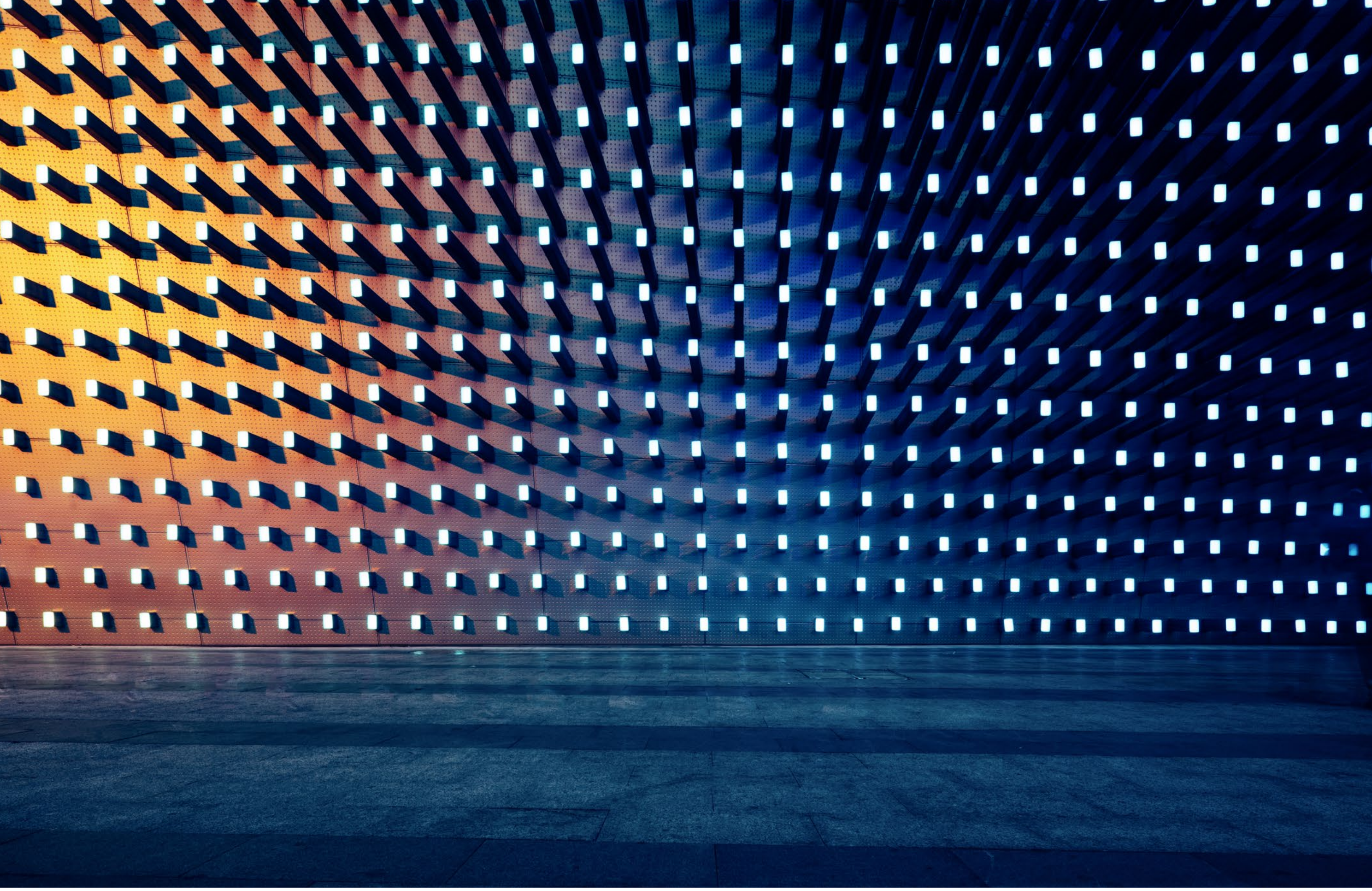
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

# Exhibit 4



*ELM Solutions*

# 2022 Real Rate Report®

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

Wolters Kluwer

wolterskluwer.com

# Table of Contents - 2022 Real Rate Report

# Report Use Considerations

**2022 Real Rate Report**

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

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

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

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

**Some key factors[1] that drive rates[2]:**

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

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

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

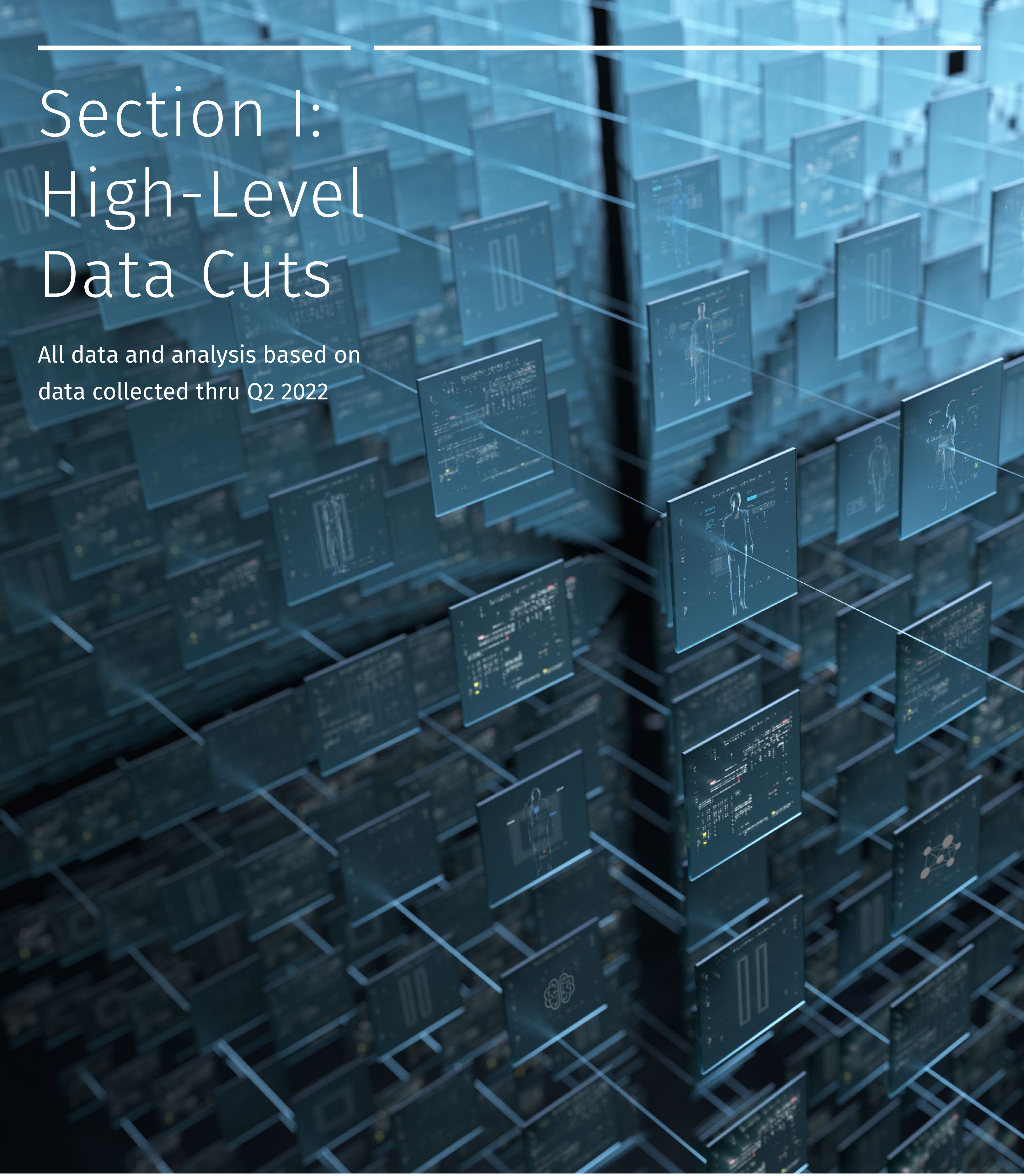
**Overhead -** The costs associated with the firm's support network (paralegals, clerks, and assistants), document preparation, consultants, research, and other expenses.

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

1 **David Goguen, J.D., University of San Francisco School of Law (2020) Guide to Legal Services Billing Retrieved from:** https://www.lawyers.com/legal-info/research/guide-to-legal-services-billing-rates.html
2 **Source: 2018 RRR.** Factor order validated in multiple analyses since 2010

# Section I: High-Level Data Cuts

All data and analysis based on data collected thru Q2 2022



## Section I: High-Level Data Cuts

### Cities

By Matter Type

**2022 - Real Rates for Associate and Partner** | **Trend Analysis - Mean**

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

# Section I: High-Level Data Cuts

## Cities

By Matter Type

**2022 - Real Rates for Associate and Partner** — **Trend Analysis - Mean**

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

# Section I: High-Level Data Cuts

## Cities

By Matter Type

**2022 - Real Rates for Associate and Partner** | **Trend Analysis - Mean**

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

**2022 - Real Rates for Associate and Partner** — **Trend Analysis - Mean**

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

# Section I: High-Level Data Cuts

## Cities
By Years of Experience

**2022 - Real Rates for Associate** | **Trend Analysis - Mean**

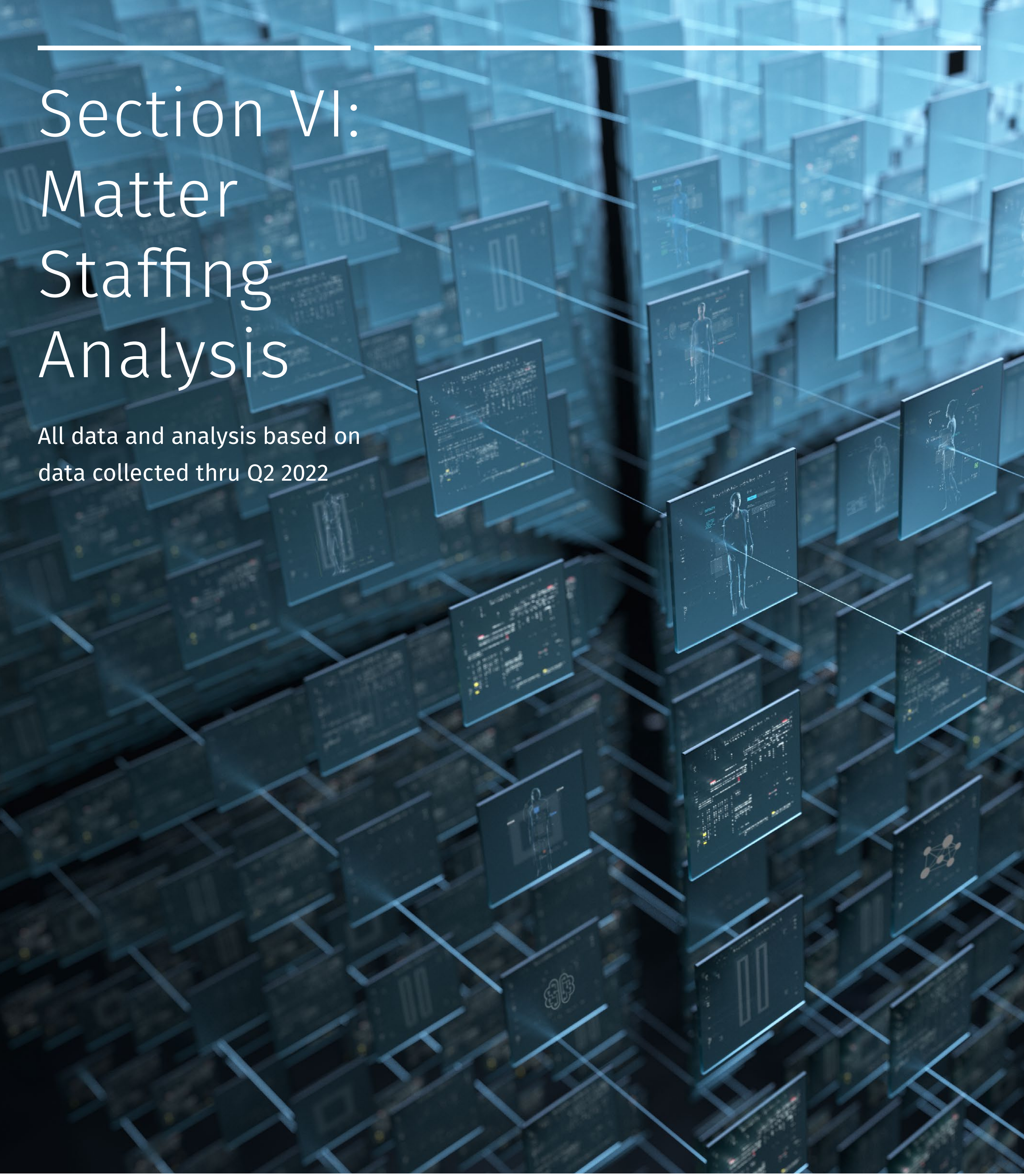
| City | Years of Experience | n | First Quartile | Median | Third Quartile | 2022 | 2021 | 2020 |
|---|---|---|---|---|---|---|---|---|
| Kansas City MO | 3 to Fewer Than 7 Years | 15 | $270 | $325 | $360 | $318 | $295 | $283 |
| | 7 or More Years | 28 | $292 | $334 | $391 | $333 | $312 | $302 |
| Los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

**2022 - Real Rates for Partner** — **Trend Analysis - Mean**

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

# Section VI: Matter Staffing Analysis

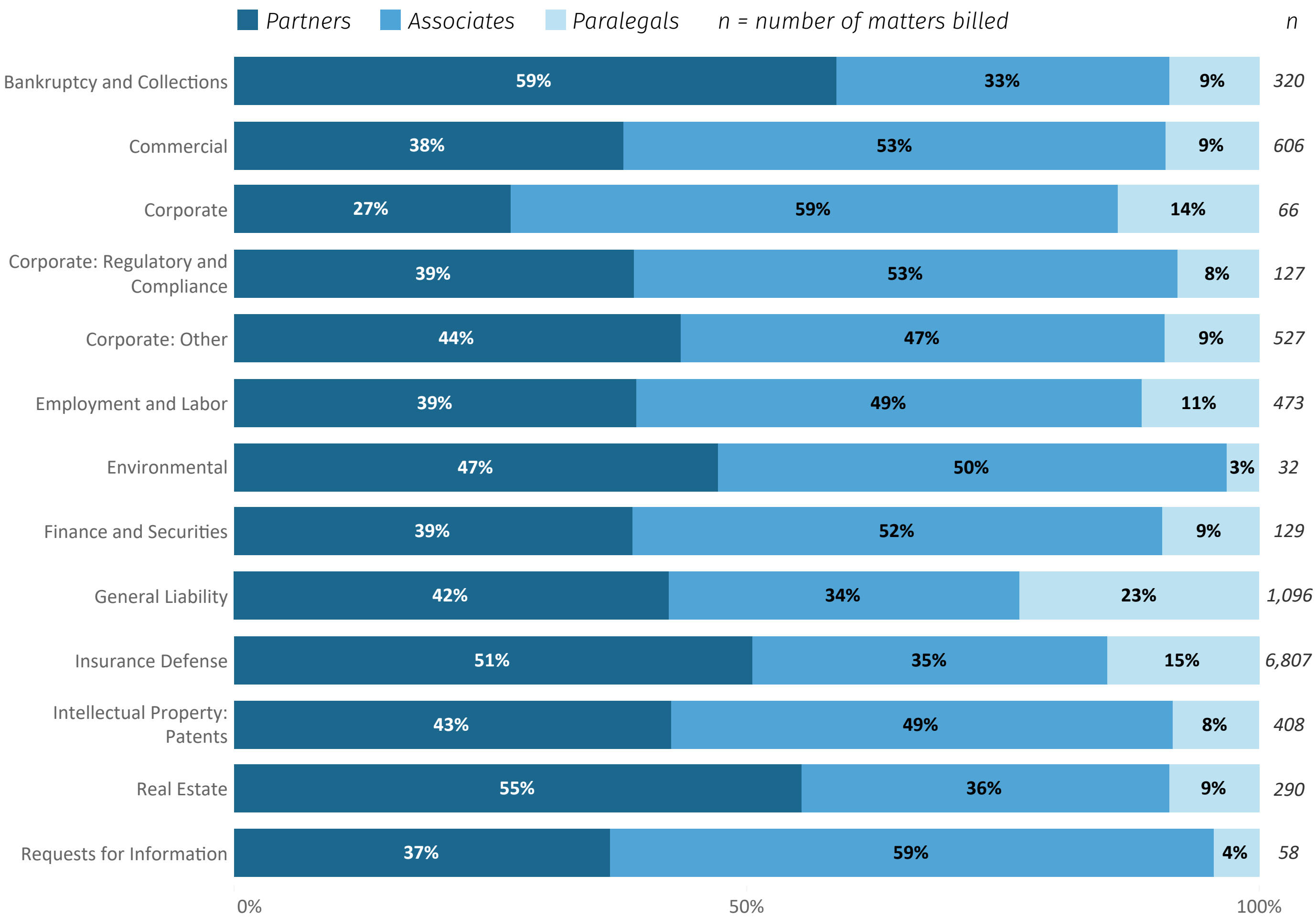
All data and analysis based on data collected thru Q2 2022

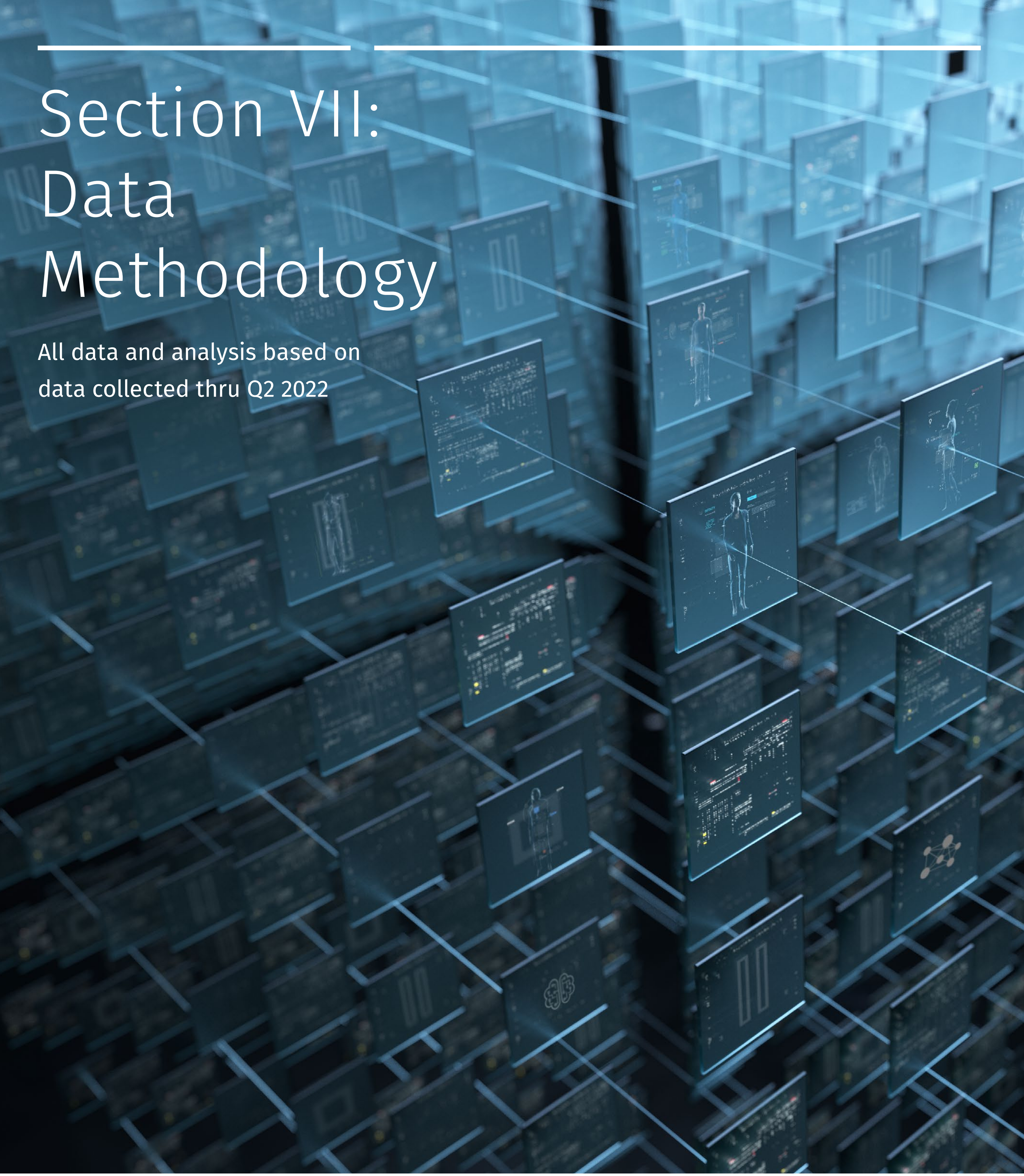


# Section VI: Matter Staffing Analysis

## Long Litigation Matters, More Than 100 Total Hours Billed

2019 to 2022 -- Percentage of Hours Billed per Matter





# Section VII: Data Methodology

All data and analysis based on data collected thru Q2 2022

# Appendix: Data Methodology

## Invoice Information

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

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

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

## Non-Invoice Information

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

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

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

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

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

# Appendix: Data Methodology

## A Note on US Cities

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

# Appendix: Data Methodology

**Bankruptcy and Collections**

Chapter 11
Collections
General/Other
Workouts and Restructuring

**Commercial (Commercial Transactions and Agreements)**

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

**Corporate[1]**

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

**Employment and Labor**

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

**Environmental**

General/Other
Health and Safety
Superfund
Waste/Remediation

**Finance and Securities**

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

**General Liability**

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

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

# Exhibit 5

Business & Practice

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

By Roy Strom

Column
June 9, 2022, 2:30 AM

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

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

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

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

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

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

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

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

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

**Charge It Up**

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

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

Source: Court documents

Bloomberg Law

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Worth Your Time**

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

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

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


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

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## Documents

Trustee's Objection

## Related Articles

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