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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO**

LUZ HERNANDEZ, TYLER SMITH,  
individually, on behalf of all others similarly  
situated, the State of California and other  
aggrieved employees,

*Plaintiff,*

v.

UNITED GROUND EXPRESS, INC., a  
corporation; and DOES 1 through 10, inclusive,

*Defendants.*

Case No.: CIVSB2326322  
Consolidated with Case Nos. CIVSB2405630  
and CIVSB2410517

**CLASS & REPRESENTATIVE ACTION**

*[Assigned for all purposes to: Hon. David E  
Driscoll, Dept. S22]*

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

**PRELIMINARY APPROVAL HEARING**

Date: March 24, 2026

Time: 8:30 a.m.

Dept: S22

|                  |                    |
|------------------|--------------------|
| Complaint filed: | October 30, 2023   |
| FAC filed:       | September 11, 2024 |
| SAC filed:       | December 19, 2025  |
| Trial date:      | Not set            |

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

2. This is a wage and hour class and Private Attorneys General Act (“PAGA”) (Cal. Lab. Code §§ 2699, *et seq.*) representative action. Plaintiffs and the putative class members worked in California as hourly-paid employees for Defendant United Ground Express, Inc. (“Defendant,” and together with Plaintiffs, the “Parties”) during the class period. Defendant is a subsidiary of United Airlines, Inc. and provides critical functions related to safety, security, customer service, operational efficiency and regulatory compliance.

4. On October 30, 2023, Plaintiff Hernandez filed a putative wage and hour class action on behalf of herself and all hourly-paid, non-exempt employees in California against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5)

1 failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage  
2 statements; (7) failure to indemnify employees for expenditures; and (8) violation of California’s  
3 Unfair Competition Law, California Business and Professions Code §§17200, et seq. Plaintiff  
4 Hernandez sent a notice to Defendant and the California Labor & Workforce Development Agency  
5 (“LWDA”) alleging similar wage and hour violations pursuant to the PAGA on December 11,  
6 2023. On January 25, 2024, Defendant removed the Hernandez Class Action to the Central District  
7 of California, Case No. 5:24-cv-00168. On February 14, 2024, Plaintiff Hernandez filed a separate  
8 PAGA action in San Bernardino County, Case No. CIVSB2405630. On March 28, 2024, Plaintiff  
9 Smith filed a separate class action in San Bernardino County Superior Court entitled *Tyler Smith*  
10 *v. United Ground Express, Inc.*, Case No. CIVSB2410517. On April 2, 2024, Plaintiff Hernandez's  
11 Motion to Remand was granted and the Hernandez Class Action was remanded to the San  
12 Bernardino County Superior Court. On September 11, 2024, Plaintiffs filed an Amended  
13 Consolidated Complaint, consolidating the Hernandez Class Action, the Hernandez PAGA Action,  
14 and the Smith Class Action. Plaintiffs sent an amended notice to Defendant and the California  
15 Labor & Workforce Development Agency (“LWDA”) alleging similar wage and hour violations  
16 pursuant to the PAGA on June 16, 2025. On December 1, 2025, Plaintiffs filed a Joint Stipulation  
17 for Leave to File Second Amended Consolidated Class and Representative Action Complaint  
18 (“SAC”) to effectuate the terms of the settlement and the SAC was filed on December 19, 2025.

#### 19 DISCOVERY, INVESTIGATION, AND SETTLEMENT

20 5. Following the filing of the initial complaint, the Parties engaged in formal and  
21 informal discovery and exchanged documents and information before mediating this action.  
22 Defendant produced a sample of time and pay records for class members. Defendant also provided  
23 documents of its wage and hour policies and practices during the class period, and information  
24 regarding the total number of current and former employees in its informal discovery responses.

25 6. After reviewing documents regarding Defendant’s wage and hour policies and  
26 practices and analyzing Defendant’s timekeeping and payroll records, Class Counsel was able to  
27 evaluate the probability of class certification, success on the merits, and Defendant’s maximum  
28 monetary exposure for all claims. Class Counsel also investigated the applicable law regarding

1 the claims and defenses asserted in the litigation. Class Counsel reviewed these records and  
2 prepared a damage analysis prior to mediation. This extensive investigation and discovery allowed  
3 Class Counsel to act intelligently and effectively in negotiating the Settlement.

#### 4 SETTLEMENT NEGOTIATIONS

5 7. On February 18, 2025, the Parties participated in private mediation with experienced  
6 class action mediator Michael E. Dickstein. The mediation was conducted via Zoom, which led to  
7 an agreement to settle this action. The settlement negotiations were at arm's length and, although  
8 conducted in a professional manner, were adversarial. The Parties went into the mediation willing  
9 to explore the potential for a settlement of the dispute, but each side was also prepared to litigate  
10 their position through trial and appeal if a settlement had not been reached.

11 8. After extensive negotiations and discussions regarding the strengths and  
12 weaknesses of Plaintiffs' claims and Defendant's defenses, the Parties reached a settlement, the  
13 material terms of which are encompassed within the Settlement Agreement. Attached as **Exhibit**  
14 **1** is a true and correct copy of the Class Action and PAGA Settlement Agreement and Class Notice  
15 (the "Settlement" or "Settlement Agreement").

16 9. Class Counsel submitted the proposed Settlement to the LWDA before filing the  
17 Motion for Preliminary Approval.

18 10. Wilshire Law Firm, PLC requested several bids from experienced class action  
19 settlement administrators to handle the responsibilities of the Settlement Administrator under this  
20 Settlement. The Parties accepted the bid of ILYM Group, Inc. ("ILYM"). Neither I nor Wilshire  
21 Law Firm, PLC have any conflicts of interest with any class member of or the Settlement  
22 Administrator, ILYM Group, Inc. ILYM has multiple years of experience in the field of Class  
23 Action Administration, particularly in the wage and hour arena. In its bid, ILYM agreed to cap its  
24 costs at \$12,950.00 for 1,376 class members. A true and correct copy of the bid is attached hereto  
25 as **Exhibit 2**.

26 11. Plaintiffs do not have any interest, financial or otherwise, in the proposed third-  
27 party administrator, ILYM.

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

4           13. Wilshire Law Firm, PLC has no fee-splitting agreement with any other counsel in  
5 this case.

6                   THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

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

13           15. Based on an analysis of the facts and legal contentions in this case, documents and  
14 information from Defendant, Wilshire Law Firm evaluated Defendant's maximum exposure. We  
15 took into account the risk of not having the claims certified and the risk of not prevailing at trial,  
16 even if the claims are certified. After using the data Defendant provided, including class member  
17 timekeeping and payroll records, as well as class member demographics (i.e., the number of class  
18 members, workweeks, and average total compensation of the class), with the assistance of a  
19 statistics expert, my team created a damages model to evaluate the realistic range of potential  
20 recovery for the class. The damages model is based on the following benchmarks:

21           Total Class Members: 1,376

22           Terminated Class Members during 3-year statute of limitations period: 1,027

23           Total Workweeks: 68,358

24           PAGA Pay Periods: 19,411

25           PAGA Eligible Employees: 888

26           Avg. Hourly Rate: \$15.45

27           16. Based on Plaintiffs' discovery and investigation, Class Counsel reached the  
28 conclusion that Defendant had a policy and practice of: requiring its employees to work "off-the-

1 clock” prior to clocking in for the workday, during meal periods, and after clocking out for the  
2 workday, time which it did not pay for; not providing its employees with California compliant  
3 meal and rest periods, which it did not pay appropriate premiums for; and failing to reimburse its  
4 employees for business-related expenses. Defendant denies these claims.

5 17. Plaintiffs allege that Defendant failed to pay for all hours worked, including  
6 minimum, straight time, and overtime wages, by requiring class members to work off-the-clock,  
7 unpaid. For purposes of calculating Defendant’s liability based on a best-case scenario for  
8 Plaintiffs and the Class, we estimate that Defendant’s maximum potential exposure by assuming  
9 that all unpaid work time should have been paid at the overtime rate, not minimum or straight time  
10 wages and we assumed that Defendant is liable for 2 hours of unpaid worktime per workweek.  
11 This results in an estimate of \$3,168,393.30 (68,358 weeks \* \$15.45 hourly average rate \* 1.5  
12 overtime rate \* 2 hours of unpaid work per workweek), but we discounted this figure by 80% to  
13 account for the difficulty of prevailing on a motion for class certification and a trial on the merits  
14 because liability depends on whether Defendant knew or should have known that class members  
15 were working off-the-clock, yielding a realistic damage estimate of \$633,678.66.<sup>1</sup>

16 18. With respect to the meal period claim, Plaintiffs allege that Defendant required them  
17 and similarly situated class members to either work in lieu of taking meal periods, or their meal  
18 periods were untimely or interrupted. Assuming a 35% violation rate for the class period based on  
19 Plaintiff’s and other class members experience working for Defendant, Defendant’s potential  
20 liability for the meal period claim is \$1,367,689.77 (68,358 workweeks \* 3.7 average shifts per  
21 workweek \* \$15.45 \* 35%). We discounted this figure by 80% to account for the difficulty of  
22 certifying and proving meal period claims, as well as Defendant’s contention that the claim lacks  
23 merit, particularly in light of its numerous meal period premium payments, waivable meals, and  
24 potential preemption due to existing collective bargaining agreements, yielding a realistic damage  
25 estimate of \$273,537.95.

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

1           19.     With respect to the rest period claim, Plaintiffs allege that Defendant required them  
2 and similarly situated class members to work in lieu of taking rest periods, or their rest periods  
3 were interrupted. Assuming a 50% violation rate for the class period based on Plaintiffs' and other  
4 class members' experience working for Defendant, Defendant's potential liability for the rest  
5 period claim is \$1,953,842.54 (68,358 workweeks \* 3.7 average shifts per workweek \* \$15.45 \*  
6 50%); however, we discounted this figure by 80% to account for the difficulty of certifying and  
7 proving rest period claims, particularly because rest periods do not have to be recorded, there may  
8 be collective bargaining agreements that apply, and to account for the possibility of class members  
9 voluntarily choosing to forego a rest period, yielding a realistic damage estimate of \$390,768.50.

10           20.     Plaintiffs also allege that Defendant failed to reimburse necessary business  
11 expenses. Defendant's employees (including Plaintiff) were frequently required to use their  
12 personal cell phones to communicate with their supervisors and managers about work-related  
13 duties and were additionally required to use their personal vehicles for work related purposes, for  
14 which they were not reimbursed. For purposes of calculating Defendant's liability based on a best-  
15 case scenario for Plaintiffs and the Class, we estimated that Defendant was liable to each class  
16 member for \$40 per month, or \$10.00 per workweek, in unreimbursed expenses, for a total amount  
17 of \$683,580.00 (\$10.00 \* 68,358); however, we discounted this figure by 80% to account for the  
18 difficulty of certifying and proving expense reimbursement claims, particularly in light of written  
19 policies and practices providing a mechanism for class member's to seek reimbursement, yielding  
20 a realistic damage estimate of \$136,716.00.

21           21.     In sum, we estimated that Plaintiff's maximum recovery for the off-the-clock claim,  
22 sick pay claim, meal period violations, rest period violations, and failure to reimburse expenses is  
23 \$7,173,505.61, but, after factoring in the risk and uncertainty of prevailing at certification and trial,  
24 we estimate that Plaintiff's realistic estimated recovery for the non-penalty claims is  
25 \$1,434,701.11.

26           22.     With respect to Plaintiffs' derivative claims for statutory and civil penalties,  
27 Plaintiffs estimated that Defendant's realistic potential liability is \$688,483.99. While Defendant's  
28 maximum potential liability for: waiting time penalties is \$2,951,289.90 based on approximately

1 1,027 terminated class members during the 3-year statute of limitations period ( $1,027 * \$15.45 * 6.2 \text{ hours} * 30 \text{ days}$ ); inaccurate wage statements is \$1,992,450.00 based on approximately 1,027  
2 class members who worked approximately 19,411 pay periods within the 1-year statute of  
3 limitations period ( $\$50 * 1,027 + \$100 * 19,411$ ); and PAGA violations is \$1,941,100.00 based on  
4 the Court assessing a \$100 penalty for initial violations for all 19,411 pay periods within the 1-  
5 year statute of limitations period, we believe that it would be unrealistic to expect the Court to  
6 award the full \$6,884,839.90 in penalties given Defendant's defenses, the contested nature of  
7 Plaintiffs' claims, and the discretionary nature of penalties. Considering that the underlying claims  
8 are realistically estimated to be \$1,434,701.11, such a disproportionate award would also raise due  
9 process concerns. Weighing these factors and applying a discount of 90% to account for the risk  
10 and uncertainty of prevailing at trial and the Court's discretionary ability to lower penalties, we  
11 arrived at \$688,483.99 for statutory and civil penalties.

12  
13 23. Using these estimated figures, Plaintiffs predicted that the realistic maximum  
14 recovery for all claims, including penalties, would be \$2,123,185.10. This means that the  
15 \$1,500,000.00 settlement figure represents approximately 68.8% of the realistic maximum  
16 recovery ( $\$1,500,000.00 / \$2,123,185.10 = 70.6\%$ ). Considering the risk and uncertainty of  
17 prevailing at class certification and at trial, this is an excellent result for the Class.<sup>2</sup> Indeed, because  
18 of the proposed Settlement, class members will receive timely, guaranteed relief and will avoid the  
19 risk of an unfavorable judgment.

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

23 25. This Settlement avoids the risks and the accompanying expenses of further  
24 litigation. Preparation for a class certification and a trial remained for the Parties as well as the

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

1 prospect of appeals in the wake of a disputed class certification ruling for Plaintiffs and/or adverse  
2 summary judgment ruling. Had the Court certified any claims, Defendant could not move to  
3 decertify the claims. As a result, the Parties would incur considerably more attorneys' fees and  
4 costs through trial.

5 26. The Net Settlement Amount available for Class Member settlement payments is  
6 estimated to be \$857,050.00, for a class of 1,376 persons.<sup>3</sup> As a result, each Settlement Class  
7 Member is eligible to receive an average net benefit of approximately \$622.86.

8 27. The proposed Settlement of \$1,500,000.00, therefore, represents a substantial  
9 recovery when compared to Plaintiffs' reasonably forecasted recovery. When considering the risks  
10 of litigation, the uncertainties involved in achieving class certification, the burdens of proof  
11 necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that the  
12 settlement amount of \$1,500,000.00 is within the "ballpark" of reasonableness, and preliminary  
13 settlement approval is appropriate.

14 ENHANCEMENT AWARDS FOR PLAINTIFFS ARE REASONABLE

15 28. Class Counsel represents that Plaintiffs devoted a great deal of time and work  
16 assisting counsel in the case, communicated with counsel very frequently for litigation and to  
17 prepare for mediation, and were frequently in contact with Class Counsel during the mediation.  
18 Plaintiffs' requested enhancement awards are reasonable particularly in light of the substantial  
19 benefits Plaintiff generated for all class members.

20 29. Throughout this litigation, Plaintiffs, who are former employees of Defendant, have  
21 cooperated immensely with my office and have taken many actions to protect the interests of the  
22 class. Plaintiffs provided valuable information regarding the off-the-clock, meal period, and rest  
23 period claims. Plaintiffs also informed my office of developments and information relevant to this  
24 action, participated in decisions concerning this action, and made themselves available to answer  
25 questions during the mediation. Additionally, Plaintiffs made themselves available to prepare for  
26

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27 <sup>3</sup> The Net Settlement Amount is: \$1,500,000.00 minus \$500,000.00 for Class Counsel's attorneys' fees,  
28 minus \$50,000.00 for Class Counsel's litigation expenses, minus \$12,950.00 in administration costs, minus  
\$50,000.00 for the PAGA payment, and minus \$15,000.00 (\$30,000 total) for each class representative service awards  
to named Plaintiffs.

1 and appear for their respective depositions. Plaintiffs also cooperated with my office to respond  
2 to written discovery. Before we filed this case, Plaintiffs provided my office with documents  
3 regarding the claims alleged in this action. The information and documentation provided by  
4 Plaintiffs was instrumental in establishing the wage and hour violations alleged in this action, and  
5 the recovery provided for in the Settlement Agreement would have been impossible to obtain  
6 without Plaintiffs' participation.

7 30. At the same time, Plaintiffs faced many risks in adding themselves as the class  
8 representatives in this matter. Plaintiffs faced actual risks with their future employment, as putting  
9 themselves on public record in an employment lawsuit could also very well affect their likelihood  
10 for future employment. Furthermore, as part of this settlement, Plaintiffs are executing general  
11 releases of all claims against Defendant.

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

18 32. In the final analysis, this class action would not have been possible without the aid  
19 of Plaintiffs, who put their own time and effort into this litigation, sacrificed the value of their own  
20 individual claims, and placed themselves at risk for the sake of the class members. The requested  
21 enhancement awards for Plaintiffs for their service as the class representatives and for their general  
22 releases of all individual claims is a relatively small amount of money when the time and effort  
23 put into the litigation are considered and in comparison to enhancements granted in other class  
24 actions. The requested incentive awards are therefore reasonable to compensate Plaintiffs for their  
25 active participation in this lawsuit.

26 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

27 33. The settlement provides for attorneys' fees and costs to Class Counsel in an amount  
28 up to 1/3 of the Gross Settlement Amount, for a maximum fees award of \$500,000.00, plus

1 reasonable litigation expenses of up to \$50,000.00.

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

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

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

17 37. Because most individuals cannot afford to pay for representation in litigation on an  
18 hourly basis, Wilshire Law Firm, PLC represents virtually all of its employment law clients on a  
19 contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless  
20 we prevail at trial or successfully settle our clients' cases. Because Wilshire Law Firm, PLC is  
21 taking the risk that we will not be reimbursed for our time unless our client settles or wins his or  
22 her case, we cannot afford to represent an individual employee on a contingency basis if, at the  
23 end of our representation, all we are to receive is our regular hourly rate for services. It is essential  
24 that we recover more than our regular hourly rate when we win if we are to remain in practice so  
25 as to be able to continue representing other individuals in civil rights employment disputes.

26 PLAINTIFF'S COUNSEL'S EXPERIENCE AND QUALIFICATIONS

27 38. Plaintiff is represented by Wilshire Law Firm, PLC. The attorneys at WLF  
28 performed significant work and expended litigation costs in prosecuting this matter with no

1 guarantee of payment.

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

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

11 41. I am a Partner at Wilshire Law Firm. I graduated from the University of California,  
12 Los Angeles, with a Bachelor of Arts in Political Science, and received his Juris Doctor from the  
13 University of California, Hastings College of the Law in 2016. During law school, I was a member  
14 of the executive board for the *Hastings Law Journal*; a student mediator at the San Francisco  
15 Superior Court, Small Claims Division; and a managing editor for *SCOCAblog*, which continues  
16 to be a leading online publication for analysis regarding trends and cases before the California  
17 Supreme Court. I was admitted to practice law in the State of California in 2017. Since graduating  
18 from law school, I have focused my legal work primarily on wage-and-hour litigation and have  
19 helped obtain dozens of settlements on behalf of tens of thousands of workers in California. I was  
20 also selected as a "Southern California Rising Star" in 2024 and 2025.

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

24 a. *Colter v. Propulsion Controls Engineering*, San Diego County, Case No. 37-  
25 2020-00030682-CU-OE-CTL; Motion for Final Approval granted on October  
26 28, 2022.

27 b. *Rodriguez v. Modesto Restaurant Group, LLC*, Stanislaus County, Case No. CV-  
28 21-000269; Motion for Final Approval granted on January 10, 2023.

- 1 c. *Kingsbury v. Caravan Foods II, Inc.*, Alameda County, Case No. RG21096357;  
2 Motion for Final Approval granted on January 31, 2023.
- 3 d. *Frias-Estrada v. Trek Retail Corporation*, Contra Costa County, Case No.  
4 MSC20-01916; Motion for Final Approval granted on March 3, 2023.
- 5 e. *Varez v. Valley Connection, LLC dba Carl's Jr.*, Merced County, Case No.  
6 22CV-00985; Motion for Final Approval granted on April 27, 2023.
- 7 f. *Reyes v. Everytable, PBC, et al.*, Los Angeles County, Case No. 21STCV35987;  
8 Motion for Final Approval granted on May 3, 2023.
- 9 g. *Ortiz v. Tara Materials, Inc.*, San Diego County, Case No. 37-2021-0001473-  
10 CU-OE-CTL; Motion for Final Approval granted on May 30, 2023.
- 11 h. *Cruz-Sanchez v. Eagle Lath & Plaster, Inc.*, Sacramento County, Case No. 34-  
12 2021-00293739-CU-OE-GDS; Motion for Final Approval granted on May 30,  
13 2023.
- 14 i. *Garduno v. New Generation Framing, Inc., et al.*, Stanislaus County, Case No.  
15 CV-21-000544; Motion for Final Approval granted on August 11, 2023.
- 16 j. *Hernandez, et al. v. Burford Farming Company, Inc.*, Fresno County, Case No.  
17 21CECG03817; Motion for Final Approval granted on August 21, 2023.
- 18 k. *Barajas v. Final Phase Construction, Inc.*, San Bernardino County, Case No.  
19 CIVSB2118622; Motion for Final Approval granted on September 13, 2023.
- 20 l. *Jaimes, et al. v. Infiniti Health LLC*, Los Angeles County, Case No.  
21 22STCV07261; Motion for Final Approval granted on October 17, 2023.
- 22 m. *Nunez v. Gabriel Container*, Los Angeles County, Case No. 21STCV09787;  
23 Motion for Final Approval granted on November 2, 2023.
- 24 n. *Gutierrez v. Next Level Door & Millwork, Inc.*, Riverside County, Case No.  
25 CVRI2105455; Motion for Final Approval granted on January 11, 2024.
- 26 o. *Lupercio v. Western CNC, Inc.*, San Diego County, Case No. 37-2021-  
27 00010314-CU-OE-CTL; Motion for Final Approval granted on January 26,  
28 2024.

- 1 p. *Jackson, et al. v. Apple Valley Communications, Inc., et al.*, San Bernardino  
2 County, Case No. CIVSB2124721; Motion for Final Approval granted on  
3 February 1, 2024.
- 4 q. *Cuadras, et al. v. Guinn Corporation*, Kern County, Case No. BCV-21-101520;  
5 Motion for Final Approval granted on February 22, 2024.
- 6 r. *Canton, et al v. John B. Sanfilippo & Sons, Inc.*, Merced County, Case No. 22-  
7 CV-01145; Motion for Final Approval granted on March 15, 2024.
- 8 s. *Williams v. Total Longterm Care, Inc., et al.*, San Bernardino County, Case No.  
9 CIVSB2213347; Motion for Final Approval granted on April 2, 2024.
- 10 t. *Williams, et al v. Eisenhower Medical Center*, Riverside County, Case No.  
11 RIC1905151; Motion for Final Approval granted on April 18, 2024.
- 12 u. *Espinoza v. Delallo's Italian Foods, Inc.*, Butte County, Case No. 21CV02640;  
13 Motion for Final Approval granted on April 24, 2024.
- 14 v. *Meza v. Argus Management Company, LLC, et al.*, Los Angeles County, Case  
15 No. 21STCV31612; Motion for Final Approval granted on May 20, 2024.
- 16 w. *Wade v. Mallory Safety and Supply LLC*, Siskiyou County, Case No.  
17 23CV00951; Motion for Final Approval granted on July 11, 2024.
- 18 x. *Abarca-Rueda, et al. v. Foley Family Wines, Inc., et al.*, Sonoma County, Case  
19 No. S-CV-268148; Motion for Final Approval granted on August 21, 2024.
- 20 y. *Aguilar v. American Pasteurization Company, Inc., et al.*, Sacramento County,  
21 Case No. 34-2021-00312027-CU-OE-GDS; Motion for Final Approval granted  
22 on September 3, 2024.
- 23 z. *Hayes, et al. v. Gonzales Park, LLC, et al.*, Butte County, Case No. 21CV02456;  
24 Motion for Final Approval granted on May 1, 2024.
- 25 aa. *Arias v. The Shyft Group GTB, LLC, et al.*, Los Angeles County, Case  
26 No.22STCV37390; Motion for Final Approval granted on December 3, 2024.
- 27 bb. *Hernandez v. KW California, et al.*, Kern County, Case No. BCV-23-100346;  
28 Motion for Final Approval Granted on December 4, 2024.

cc. *Barajas Maya v. United Facilities Group, Inc., et al.*, Santa Clara County, Case No. 22CV397353; Motion for Final Approval granted on November 22, 2024.  
dd. *Papel v. MCNIB Corporation dba McDonald's*, Orange County, Case No. 30-2023-01304958-CU-OE-CXC; Motion for Final Approval Granted on October 9, 2025.

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

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

44. Daniel J. Kramer is an eighth-year Senior Attorney at Wilshire Law Firm, PLC. He was admitted to practice law in the State of California and the Central, Eastern, Southern, and Northern Districts of California. He graduated from Stanford University with a Bachelor of Arts in History and Political Science, and received his Juris Doctor from Loyola Law School, Los Angeles in 2016. During law school, he was a research editor for the Loyola of Los Angeles

1 International and Comparative Law Review. Before joining Wilshire Law Firm, he practiced  
2 briefly at a firm that focused on municipal law and code enforcement and then moved to a respected  
3 plaintiff-side firm to practice wage and hour class action litigation. He has several years of work  
4 experience litigating wage and hour class actions.

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

18 46. Justin F. Marquez is a former Senior Partner at Wilshire Law Firm who was actively  
19 involved in the litigation and resolution of this matter from its inception through December 2024.  
20 He graduated from University of California, Los Angeles's College Honors Program in 2004 with  
21 Bachelor of Arts degrees in History and Japanese, *magna cum laude* and *Phi Beta Kappa*. His  
22 practice focused primarily on advocating for the rights of consumers and employees in class action  
23 litigation and appellate litigation. He received numerous awards for his legal work: from 2017 to  
24 2020, Super Lawyers selected him as a "Southern California Rising Star," and from 2022 to 2025,  
25 he was selected as a "Southern California Super Lawyer"; he was selected as one of the "Best  
26 Lawyers in America" from 2023 to 2025; and in 2024, he, along with his colleagues at Wilshire  
27 Law Firm, received a CLAY (California Lawyer Attorneys of the Year) award for their work on a  
28 false advertising case against Apple which ultimately led to a \$25 million settlement. He also was

1 selected to speak at multiple CELA conferences throughout his career – in 2019, he spoke on the  
2 topic of manageability of class actions at CELA’s 2019 Advanced Wage & Hour Seminar, and in  
3 2024, he spoke on the topic of dealings with multiple cases against the same defendant at CELA’s  
4 2024 Advanced Wage & Hour Seminar. He served as lead or co-lead in negotiating class action  
5 settlements worth over \$10 million in gross recovery to class members for each year since 2020,  
6 including over \$37.5 million in 2022 and over \$75 million in 2023.

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

9 Executed on December 22, 2025, in Los Angeles, California.

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12 \_\_\_\_\_  
13 Benjamin H. Haber  
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# Exhibit 1

## **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE**

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Luz Hernandez and Tyler Smith (collectively, “Plaintiffs”) and defendant United Ground Express, Inc. (“Defendant” or “UGE”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

### **1. DEFINITIONS.**

- 1.1. **“Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Luz Hernandez and Tyler Smith v. United Ground Express, Inc.*, Case No. CIVSB2326322 initiated on October 30, 2023 and pending in Superior Court of the State of California, County of San Bernardino.**
- 1.2. **“Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.**
- 1.3. **“Administration Expenses Payment” 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 persons employed by Defendant in California and classified as an hourly-paid employee who worked for Defendant during the PAGA Period.**
- 1.5. **“Class” means all persons employed by Defendant in California and classified as hourly-paid employees who worked for Defendant during the Class Period.**
- 1.6. **“Class Counsel” means Benjamin H. Haber and Daniel J. Kramer of Wilshire Law Firm, PLC.**
- 1.7. **“Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.**
- 1.8. **“Class Data” means each Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.**
- 1.9. **“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).**
- 1.10. **“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.**

- 1.11. **“Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL**, to be mailed to Class Members in English, with a Spanish translation, if applicable, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. **“Class Period” means the period from October 30, 2019 to April 21, 2025.** Plaintiffs acknowledge that October 30, 2019 is the first date on which they may assert any claim in the Action under the applicable statute of limitations.
- 1.13. **“Class Representative(s)” means the named Plaintiffs** in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. **“Class Representatives’ Service Payments” means the payment to the Class Representatives** for initiating the Action and providing services in support of the Action.
- 1.15. **“Court” means the Superior Court of California, County of San Bernardino.**
- 1.16. **“Defendant” means named Defendant** United Ground Express, Inc.
- 1.17. **“Defense Counsel” means** Jonathan L. Brophy, Bailey K. Bifoss, Heather E. Horn, and Miguel A. Ramirez of Seyfarth Shaw LLP.
- 1.18. **“Effective Date” means** the date on which the later of the following events has occurred: (a) the period for filing any appeal, writ, or other appellate proceeding opposing Final Approval of the settlement and Final Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed (*i.e.*, 61 days following Final Judgment being entered); (b) when any appeal, writ, or other appellate proceeding opposing the settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (c) when any appeal, writ, or other appellate proceeding has upheld the Court's Final Approval Order with no right to pursue further remedies or relief.
- 1.19. **“Final Approval” means the Court’s order granting final approval of the Settlement.**
- 1.20. **“Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.**
- 1.21. **“Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.**
- 1.22. **“Gross Settlement Amount” means \$1,500,000.00**, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representatives’ Service Payments and the Administration Expenses Payment.
- 1.23. **“Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount** calculated according to the number of Workweeks worked during

the Class Period.

- 1.24. **“Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.**
- 1.25. **“Judgment” means the judgment entered by the Court based upon the Final Approval.**
- 1.26. **“LWDA” means the California Labor and Workforce Development Agency, the agency which helps to enforce The Labor Code Private Attorneys General Act under Labor Code section 2698.**
- 1.27. **“LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).**
- 1.28. **“Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representatives’ Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.**
- 1.29. **“Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.**
- 1.30. **“PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.**
- 1.31. **“PAGA Period” means the period from December 11, 2022 to April 21, 2025.**
- 1.32. **“PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).**
- 1.33. **“PAGA Notice” means Plaintiff Hernandez’s December 11, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a), as well as all amendments thereto, including the amendment contemplated by Paragraph 2.7 below.**
- 1.34. **“PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,500.00) and the 75% to LWDA (\$37,500.00) in settlement of PAGA claims.**
- 1.35. **“Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.**
- 1.36. **“Plaintiffs” means Luz Hernandez and Tyler Smith, the named plaintiffs in the Action.**
- 1.37. **“Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.**
- 1.38. **“Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.**

- 1.39. **“Released Class Claims”** means the claims being released as described in Paragraph 5.2 below.
- 1.40. **“Released PAGA Claims”** means the claims being released as described in Paragraph 5.3 below.
- 1.41. **“Released Parties”** means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.42. **“Request for Exclusion”** means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. **“Response Deadline”** means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44. **“Settlement”** means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. **“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 October 30, 2023, Plaintiff Hernandez commenced this Action by filing a Complaint alleging causes of action against Defendant for failure to pay minimum and straight time wages; failure to pay overtime wages; failure to provide meal periods; failure to authorize and permit rest periods; failure to timely pay final wages at termination; failure to provide accurate itemized wage statements; failure to indemnify employees for expenditures; and violation of California’s Unfair Competition Law (the **“Hernandez Class Action”**).
- 2.2. On January 25, 2024, Defendant removed the Hernandez Class Action to the Central District of California, Case No. 5:24-cv-00168.
- 2.3. On February 14, 2024, Plaintiff Hernandez filed a separate PAGA action in San Bernardino County, Case No. CIVSB2405630 (the **“Hernandez PAGA Action”**).
- 2.4. On March 28, 2024, Plaintiff Smith filed a separate class action in San Bernardino County Superior Court entitled *Tyler Smith v. United Ground Express, Inc.*, Case No. CIVSB2410517 (the **“Smith Class Action”**).
- 2.5. On April 2, 2024, Plaintiff Hernandez’s Motion to Remand was granted and the Hernandez Class Action was remanded to the San Bernardino County Superior Court.
- 2.6. On September 11, 2024, Plaintiffs filed an Amended Consolidated Complaint,

consolidating the *Hernandez* Class Action, the *Hernandez* PAGA Action, and the *Smith* Class Action.

- 2.7. Plaintiffs will submit an amended notice to the LWDA, exhausting their administrative remedies under PAGA as to claims for failure to pay sick leave wages, unlawful deductions, failure to pay reporting time pay, failure to pay vested vacation time, and failure to provide suitable seating under the PAGA. Thereafter, Plaintiffs will file a Second Amended Consolidated Class Action Complaint, adding appropriate class and PAGA allegations based on the Amended LWDA Notice. The Second Amended **Consolidated Complaint will be the operative complaint in the Action (the “Operative Complaint”)**. Absent a contrary order from the Court or this Settlement becoming null and void as provided for herein, Defendant shall not be required to file a responsive pleading to the Operative Complaint.
- 2.8. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.9. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.10. On February 18, 2025 the Parties participated in an all-day mediation presided over by Michael E. Dickstein, which led to this Agreement to settle the Action.
- 2.11. Prior to mediation, Plaintiffs obtained, through formal and informal discovery, documents relevant to the case, including timekeeping records and payroll information for a **sampling of the class, Defendant’s policies relating to Plaintiffs’ claims, and Plaintiffs’** personnel file. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4<sup>th</sup> 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4<sup>th</sup> 116, 129-130 (“*Dunk/Kullar*”).
- 2.12. The Court has not granted class certification.

### 3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$1,500,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 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 Plaintiffs: Class Representatives' Service Payments to the Class Representatives of not more than \$15,000.00 each (\$30,000.00 total) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members. Defendant will not oppose Plaintiffs' request for Class Representatives' Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representatives' Service Payments no later than 16 court days prior to the Final Approval Hearing. The amount of any Class Representatives' Service Payments is not a material term of this Agreement and, if the Court approves Class Representatives' Service Payments less than the amount requested, such award shall not be a basis on which to abrogate this Agreement and the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representatives' Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representatives' Service Payments.
- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33 and 1/3%, which is currently estimated to be \$500,000.00, and a Class Counsel Litigation Expenses Payment of not more than \$50,000.00. Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. The amount of any Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment is not a material term of this Agreement and, if the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, such award shall not be a basis on which to abrogate this Agreement and the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any 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 Administration Expenses Payment not to exceed \$12,950 except for a showing of good cause and as approved by the Court. The amount of any Administration Expenses Payment is not a material term of this Agreement and, to the extent the Administration Expenses are less or the Court approves payment less than \$12,950, such award shall not be a basis on which to abrogate this Agreement and the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment 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 Participating Class Member's Workweeks.

- 3.2.4.1. Tax Allocation of Individual Class Payments. 25% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 75% of each Participating Class Member's Individual Class Payment will be allocated to 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 \$50,000.00 to be paid from the Gross Settlement Amount, with 75% (\$37,500.00) allocated to the LWDA PAGA Payment and 25% (\$12,500.00) allocated to the Individual PAGA Payments.
  - 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) **dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500.00) 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 Aggrieved Employee's PAGA Period Pay Periods.** Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
  - 3.2.5.2. The Court has authority under this Agreement to increase or reduce PAGA Penalties up to and including at the Final Approval stage. However, some approval of PAGA Penalties is a material term of this Agreement. If the Court does not approve any PAGA Penalties without leave to amend, then **the entire Agreement will be, at Defendant's sole discretion, void and unenforceable.** In such case the Parties shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement and the Parties shall proceed in all respects as if this Agreement had not been executed. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

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#### 4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 1,376 Class Members who collectively worked a total of 68,358 Workweeks, and 888 Aggrieved Employees who worked a total of 19,411 PAGA Pay Periods.
- 4.2. Class Data. Not later than 15 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 also fund the amounts necessary to fully pay Defendant's **share of payroll** taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representatives' Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representatives' Service Payment 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, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. 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 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 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, provided the original check has not already been cashed.
  - 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled 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 entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, in their individual capacities and as a proxy for the State, Class Members, and Class Counsel will release claims against all Released Parties as follows:
- 5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint, (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs' PAGA Notice, or ascertained during the Action, and (c) any other claims, debts, liabilities, demands, damages, obligations, actions and causes of action, of any nature whatsoever, whether known or unknown, suspected or unsuspected, arising out of or in connection with their employment with Defendant, the separation of such employment, or any other act, omissions, or event occurring between the Parties at any time ("Plaintiffs' Release"). **Plaintiffs' 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.** Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that

Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- 5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish 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**

- 5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims that were or could have been asserted based on the facts pled in the Operative Complaint or the PAGA Notice, irrespective of theory of liability. This release specifically includes but is not limited to, state wage and hour claims for any and all violations of California's Labor Code and Unfair Competition Law based on Defendant's alleged failure to pay for all hours worked (including minimum, straight time, and overtime wages); meal period violations, including but not limited to failure to provide meal periods and failure to correctly calculate the appropriate rate of pay for meal period premiums; rest period violations, including but not limited to failure to authorize and permit rest periods and failure to correctly calculate the appropriate rate of pay for rest period premiums; failure to maintain accurate and/or complete records; failure to timely pay final wages during employment and/or at termination; failure to furnish accurate itemized wage statements; paid sick leave violations, including but not limited to failure to pay sick leave wages and failure to correctly calculate the appropriate rate of pay for sick leave; failure to reimburse business expenses; failure to pay vested vacation time; unlawful deductions; failure to pay reporting time pay; failure to provide suitable seating; unfair and/or unlawful competition and/or business practices; and all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said causes of action under California law, to the extent permissible, including, but not limited to, California Labor Code sections 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 245-248.5, 256, 432, 432.5, 432.7, 510, 512, 516, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2802, 2810.5 and the applicable Wage Orders. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, **workers' compensation, or claims based on facts occurring outside the Class Period.**
- 5.3 Release by Aggrieved Employees: The LWDA, Plaintiff as a proxy for the State, and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were or could have been asserted based on the facts pled in the Operative Complaint or the PAGA

Notice, irrespective of theory of liability. This release specifically includes but is not limited to, state wage and hour claims for any and all violations of California's Labor Code and Unfair Competition Law based on Defendant's alleged failure to pay for all hours worked (including minimum, straight time, and overtime wages); meal period violations, including but not limited to failure to provide meal periods and failure to correctly calculate the appropriate rate of pay for meal period premiums; rest period violations, including but not limited to failure to authorize and permit rest periods and failure to correctly calculate the appropriate rate of pay for rest period premiums; failure to maintain accurate and/or complete records; failure to timely pay final wages during employment and/or at termination; failure to furnish accurate itemized wage statements; paid sick leave violations, including but not limited to failure to pay sick leave wages and failure to correctly calculate the appropriate rate of pay for sick leave; failure to reimburse business expenses; failure to pay vested vacation time; unlawful deductions; failure to pay reporting time pay; failure to provide suitable seating; unfair and/or unlawful competition and/or business practices; **and all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said causes of action under California law, to the extent permissible, including, but not limited to, California Labor Code sections 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 245-248.5, 256, 432, 432.5, 432.7, 510, 512, 516, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2802, 2810.5 during the PAGA Period.** Aggrieved Employees only release these claims for the duration of the PAGA Period.

**6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

- 6.1 **Plaintiffs' Responsibilities.** Plaintiffs will prepare and deliver to Defense Counsel 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 the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel;** (v) a signed declaration from Plaintiffs 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 each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator.

- 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the **Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval 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 ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. 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 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.**
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business 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, PAGA Members, 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, if applicable, 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 (if applicable) 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 3 business 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 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.**
- 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 45 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 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 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) 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 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination 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 Class Representative Service Payments.

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 and 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, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representatives' Service Payments, the Final Approval 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 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 Plaintiffs are 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. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are 1,376 Class Members who worked 68,358 Total Workweeks during the Class Period. If the total number of workweeks exceeds this total by more than 10% (*i.e.*, if the Total Workweeks is more than 75,194), Defendant shall have the option to increase the Gross Settlement Amount proportionally for each workweek in excess of 75,194. Defendant may also choose to limit the Class Period such that the Class Period ends on the date when Class Members have worked no more than 75,194 workweeks.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, 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"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven days 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.

10.1 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 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

- 10.2 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 Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
  - 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, 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.
  - 10.4 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 reflected 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.
  - 10.5 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 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments 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.
11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

## 12. ADDITIONAL PROVISIONS.

- 12.1 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 have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's **defenses in the Action 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 not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve 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).**
- 12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, 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, insurers, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) the court in any related matter; (4) to the extent necessary to report income to appropriate taxing authorities; (5) in response to a court order or subpoena; or (6) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, 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, any with 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.**
- 12.3 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 Class Counsel's ethical obligations owed to Class Members.**
- 12.4 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.

- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs 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.
- 12.6 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.
- 12.7 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.
- 12.8 No Tax Advice. Neither Plaintiffs, 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.
- 12.9 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.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 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.
- 12.12 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.
- 12.13 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.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing

contractual agreement, statute, or rule of court. Not later than 90 days after the date **when the Court discharges the Administrator's obligation to provide a Declaration** confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the **Court's discharge of the Administrator's obligation**, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

- 12.15 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.
- 12.16 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.
- 12.17 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:  
Benjamin H. Haber  
[benjamin.haber@wilshirelawfirm.com](mailto:benjamin.haber@wilshirelawfirm.com)  
Daniel J. Kramer  
[daniel.kramer@wilshirelawfirm.com](mailto:daniel.kramer@wilshirelawfirm.com)  
WILSHIRE LAW FIRM, PLC  
3055 Wilshire Blvd., 12th Floor  
Los Angeles, California 90010  
Telephone: (213) 381-9988  
Facsimile: (213) 381-9989

To Defendant:  
Jonathan L. Brophy  
[jbrophy@seyfarth.com](mailto:jbrophy@seyfarth.com)  
Bailey K. Bifoss  
[bbifoss@seyfarth.com](mailto:bbifoss@seyfarth.com)  
Heather E. Horn  
[hhorn@seyfarth.com](mailto:hhorn@seyfarth.com)  
Miguel A Ramirez  
[mramirez@seyfarth.com](mailto:mramirez@seyfarth.com)  
SEYFARTH SHAW LLP  
2099 Century Park East, Suite 3500  
Los Angeles, California 90067  
Telephone: (310) 277-7200  
Facsimile: (310) 201-5219

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign), or 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.

12.19 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 that 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.

Dated: 9/10/2025

DocuSigned by:  
  
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Luz Hernandez  
Plaintiff

Dated: 9/17/2025

Signed by:  
  
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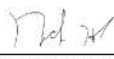
Tyler Smith  
Plaintiff

Dated: 9/17/2025

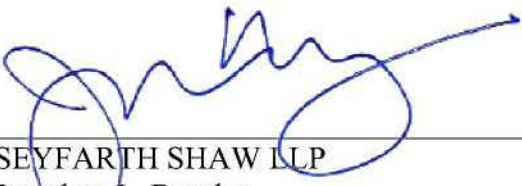


WILSHIRE LAW FIRM PLC  
Benjamin H. Haber  
Daniel J. Kramer  
Attorneys for Plaintiffs

Dated: 9/18/2025

  
UNITED GROUND EXPRESS, INC.  
By: Nicholas Hollinger  
Its: MD Finance

Dated: September 17, 2025

  
SEYFARTH SHAW LLP  
Jonathan L. Brophy  
Heather E. Horn  
Bailey K. Bifoss  
Miguel A. Ramirez  
Attorneys for Defendant

# Exhibit A

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

*Luz Hernandez, et al., v. United Ground Express, Inc., Case No. CIVSB2326322*

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

***It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**You may be eligible to receive money from an employee class action lawsuit (“Action”) against United Ground Express, Inc. (“UGE” or “Defendant” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by former UGE employees Luz Hernandez and Tyler Smith (collectively, “Plaintiffs”) and seeks payment of (1) back wages and other relief for a class of hourly-paid employees (“Class Members”) who worked for Defendant during the Class Period (October 30, 2019 to April 21, 2025) and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly-paid employees who worked for Defendant during the PAGA Period (December 11, 2022 to April 21, 2025) (“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 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 did not 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**. If you believe that you worked more workweeks/pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ 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.**

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment even if you exclude yourself from the Class Settlement. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

## SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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

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

## 1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former UGE employees. The Action accuses UGE of violating California labor laws by, among other things, failing to pay overtime wages, minimum wages, meal period violations, rest period violations, failure to maintain accurate and/or complete records, failure to timely pay final wages during employment and/or at termination, failure to furnish accurate itemized wage statements, paid sick leave violations, failure to reimburse business expenses, failure to pay vested vacation time, unlawful deductions, failure to pay reporting time pay, failure to provide suitable seating, and unfair and/or unlawful competition and/or business practices. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Benjamin H. Haber and Daniel J. Kramer of Wilshire Law Firm, PLC (“Class Counsel.”)

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

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

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

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

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

1. Defendant Will Pay \$1,500,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representatives’ Service Payments, **Class Counsel’s attorney’s fees and expenses, the Administrator’s Expenses**, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). **Assuming the Court grants Final Approval**, Defendant will fund the Gross Settlement not more than 30 days after the Effective Date of the Agreement.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing,

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

- A. Up to \$500,000.00 (1/3 of the Gross Settlement) to **Class Counsel for attorneys'** fees and up to \$50,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$15,000.00 to each named Plaintiff as Class Representatives' Service Payments for filing the Action, working with Class Counsel and representing the Class. The Class Representatives' Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' **Individual Class Payments** and any Individual PAGA Payments.
- C. Up to \$12,950 to the Administrator for services administering the Settlement.
- D. Up to \$50,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making **Individual Class Payments to Participating Class Members** based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 25% of each Individual Class Payment to taxable wages ("**Wage Portion**") and 75% to interest and penalties ("**Non-Wage Portion.**"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than \_\_\_\_\_, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the \_\_\_\_\_ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (*i.e.*, Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void. Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that, unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for claims alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims that were or could have been asserted based on the facts pled in the Operative Complaint or the PAGA Notice, irrespective of theory of liability. This release specifically includes but is not limited to, state wage and

hour claims for any and all violations of California's Labor Code and Unfair Competition Law based on Defendant's alleged failure to pay for all hours worked (including minimum, straight time, and overtime wages); meal period violations, including but not limited to failure to provide meal periods and failure to correctly calculate the appropriate rate of pay for meal period premiums; rest period violations, including but not limited to failure to authorize and permit rest periods and failure to correctly calculate the appropriate rate of pay for rest period premiums; failure to maintain accurate and/or complete records; failure to timely pay final wages during employment and/or at termination; failure to furnish accurate itemized wage statements; paid sick leave violations, including but not limited to failure to pay sick leave wages and failure to correctly calculate the appropriate rate of pay for sick leave; failure to reimburse business expenses; failure to pay vested vacation time; unlawful deductions; failure to pay reporting time pay; failure to provide suitable seating; unfair and/or unlawful competition and/or business practices; and all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said causes of action under California law, to the extent permissible, including, but not limited to, California Labor Code sections 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 245-248.5, 256, 432, 432.5, 432.7, 510, 512, 516, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2802, 2810.5 and the applicable Wage Orders. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. **Aggrieved Employees' PAGA Release.** After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA claims alleged in the Action and resolved by this Settlement.

**The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:**

The LWDA, Plaintiff as a proxy for the State, and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were or could have been asserted based on the facts pled in the Operative Complaint or the PAGA Notice, irrespective of theory of liability. This release specifically includes but is not limited to, state wage and hour claims for any and all violations of California's Labor Code and Unfair Competition Law based on Defendant's alleged failure to pay for all hours worked (including minimum, straight time, and overtime wages); meal period violations, including but not limited to failure to provide meal periods and failure to correctly calculate the appropriate rate of pay for meal period premiums; rest period violations, including but not limited to failure to authorize and permit rest periods and failure to correctly calculate the appropriate rate of pay for rest

period premiums; failure to maintain accurate and/or complete records; failure to timely pay final wages during employment and/or at termination; failure to furnish accurate itemized wage statements; paid sick leave violations, including but not limited to failure to pay sick leave wages and failure to correctly calculate the appropriate rate of pay for sick leave; failure to reimburse business expenses; failure to pay vested vacation time; unlawful deductions; failure to pay reporting time pay; failure to provide suitable seating; unfair and/or unlawful competition and/or business practices; and all damages, interest, penalties, **attorneys' fees, costs, and other amounts recoverable under said causes of action under California law**, to the extent permissible, including, but not limited to, California Labor Code sections 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 245-248.5, 256, 432, 432.5, 432.7, 510, 512, 516, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2802, 2810.5 during the PAGA Period. Aggrieved Employees only release these claims for the duration of the PAGA Period.

#### 4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$\_\_\_\_\_ by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, **are stated in the first page of this Notice.** You have until \_\_\_\_\_ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the **Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.**

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

#### 5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (*i.e.*, **every Class Member who doesn't opt-out**)

including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

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

**Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.**

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Luz Hernandez, et al., v. United Ground Express, Inc.*, Case No. CVSB2326322, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by \_\_\_\_\_, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.**

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

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

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is \_\_\_\_\_.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Luz Hernandez, et al., v. United Ground Express, Inc.*, Case No. CVSB2326322, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. **Section 9 of this Notice has the Administrator's contact information.**

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to

tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## 8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on \_\_\_\_\_ at \_\_\_\_\_ (time) in Department S22 of the San Bernardino Superior Court, located at 247 West Third Street, San Bernardino, California 92415. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via online remote access (<https://www.sb-court.org/general-information/remote-access>). **Check the Court's website for the most current information.** It's possible the Court will reschedule the Final Approval Hearing. You should check the **Administrator's website** \_\_\_\_\_ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## 9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to \_\_\_\_\_ (specify entity) \_\_\_\_\_'s website at \_\_\_\_\_ (url) \_\_\_\_\_. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://cap.sb-court.org/search>) and entering the Case Number for the Action, Case No. CIVSB2326322.

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

### Class Counsel:

Benjamin H. Haber

[benjamin.haber@wilshirelawfirm.com](mailto:benjamin.haber@wilshirelawfirm.com)

Daniel J. Kramer

[daniel.kramer@wilshirelawfirm.com](mailto:daniel.kramer@wilshirelawfirm.com)

WILSHIRE LAW FIRM, PLC

3055 Wilshire Blvd., 12th Floor

Los Angeles, California 90010

Telephone: (213) 784-3830

Facsimile: (213) 381-9989

### Settlement Administrator: Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

#### **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

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

#### **11. WHAT IF I CHANGE MY ADDRESS?**

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

# Exhibit 2

# ILYM | GROUP, Inc.

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

**Case Name: Hernandez, et al. v. United Ground Express, Inc.**

**Thursday, April 10, 2025**

**Requesting Attorney:**

Daniel Kramer, Esq.

Wilshire Law Firm, PLC

daniel.kramer@wilshirelawfirm.com

213.381.9988

**ILYM Group Contact:**

Tony Rogers

ILYM Group, Inc.

Trogers@ilymgroup.com

714.878.8836

**Estimate For Administrative Solutions: Class & PAGA**

| KEY ASSUMPTIONS                 |       |
|---------------------------------|-------|
| Total Number of Class Members   | 1,376 |
| Estimated Percentage of Remails | 15%   |
| Certified Spanish Translation   | No    |
| ILYM Group Static Website       | No    |
| Case Duration (Years)           | 1     |

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

|                                                      |            |
|------------------------------------------------------|------------|
| Case Startup:                                        | \$1,300.00 |
| Project Management:                                  | \$2,040.00 |
| Notification & Mailing:                              | \$2,699.80 |
| Distribution (Includes EIN, Bank Acct * /QSF Setup): | \$5,470.20 |
| Case Conclusion:                                     | \$1,440.00 |

**Estimated ILYM Fees & Expenses:    \$12,950.00**

# ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

**Case Name: Hernandez, et al. v. United Ground Express, Inc.**

Thursday, April 10, 2025

Requesting Attorney's Name: Daniel Kramer, Esq.

| Activity                                       | Rate Type | Unit Cost | Volume | Amount   |
|------------------------------------------------|-----------|-----------|--------|----------|
| <b>CASE STARTUP</b>                            |           |           |        |          |
| Initial Setup - Import and Formatting of Data* | Hourly    | \$150.00  | 4      | \$600.00 |
| Programming of Class Database                  | Hourly    | \$175.00  | 4      | \$700.00 |

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

**Subtotal \$1,300.00**

|                                                              |           |          |   |          |
|--------------------------------------------------------------|-----------|----------|---|----------|
| <b>PROJECT MANAGEMENT</b>                                    |           |          |   |          |
| Project Manager (Case notification and maintenance)          | Hourly    | \$120.00 | 6 | \$720.00 |
| Staff Hours for Processing Returned Mail                     | Hourly    | \$70.00  | 2 | \$140.00 |
| Staff Hours for Processing Opt-Outs, Disputes & Objection(s) | Hourly    | \$70.00  | 2 | \$140.00 |
| Report Processing                                            | Hourly    | \$70.00  | 2 | \$140.00 |
| NCOA                                                         | Flat Rate | \$400.00 | 1 | \$400.00 |
| Toll Free Customer Service Representative                    | Flat Fee  | \$500.00 | 1 | \$500.00 |
| Weekly Reports                                               | Flat Rate | \$750.00 | 1 | Waived   |

**Subtotal \$2,040.00**

|                                              |           |          |       |            |
|----------------------------------------------|-----------|----------|-------|------------|
| <b>NOTIFICATION &amp; MAILING</b>            |           |          |       |            |
| Fulfillment of Notice, English only          | Per Piece | \$1.00   | 1,376 | \$1,376.00 |
| USPS First Class Postage                     | Per Piece | \$0.65   | 1,376 | \$894.40   |
| Re-Mails (Forward/Skip trace Undeliverables) | Per Piece | \$1.50   | 206   | \$309.60   |
| Storage, Photocopies, Deliveries             | Flat Fee  | \$119.80 | 1     | \$119.80   |

**Subtotal \$2,699.80**

# ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

**Case Name: Hernandez, et al. v. United Ground Express, Inc.**

Thursday, April 10, 2025

Requesting Attorney's Name: Daniel Kramer, Esq.

| Activity                                                   | Rate Type | Unit Cost  | Volume | Amount     |
|------------------------------------------------------------|-----------|------------|--------|------------|
| <b>DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)</b> |           |            |        |            |
| Distribution Setup & Management                            | Hourly    | \$150.00   | 5      | \$750.00   |
| Account Reconciliation & Distribution Reporting            | Hourly    | \$125.00   | 5      | \$625.00   |
| Check, Stub & Release - Print & Mail (W2/1099)             | Per Check | \$0.70     | 1,376  | \$963.20   |
| USPS First Class Postage                                   | Per Piece | \$0.65     | 1,376  | \$894.40   |
| Re-Mails (Forward/Skip trace Undeliverables up to 10%)     | Per Piece | \$1.00     | 138    | \$137.60   |
| Preparation of Taxes                                       | Hourly    | \$120.00   | 5      | \$600.00   |
| Annual Filing of Tax Return                                | Per Year  | \$1,500.00 | 1      | \$1,500.00 |

*\*Additional Bank fees may apply*

**Subtotal \$5,470.20**

|                                 |          |          |   |          |
|---------------------------------|----------|----------|---|----------|
| <b>CASE CONCLUSION</b>          |          |          |   |          |
| Data Manager Final Reporting    | Hourly   | \$100.00 | 2 | \$200.00 |
| Project Manager Final Reporting | Hourly   | \$120.00 | 2 | \$240.00 |
| Process Unclaimed Funds         | Flat Fee | \$750.00 | 1 | \$750.00 |
| Declaration                     | Hourly   | \$125.00 | 2 | \$250.00 |

**Subtotal \$1,440.00**

**Estimated ILYM Fees & Expenses: \$12,950.00**

# ILYM Group's Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Exhibit 3



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*ELM Solutions*

# 2022 Real Rate Report<sup>®</sup>

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

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# Report Use Considerations

## 2022 Real Rate Report

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

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

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

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

### Some key factors<sup>1</sup> that drive rates<sup>2</sup>:

**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).

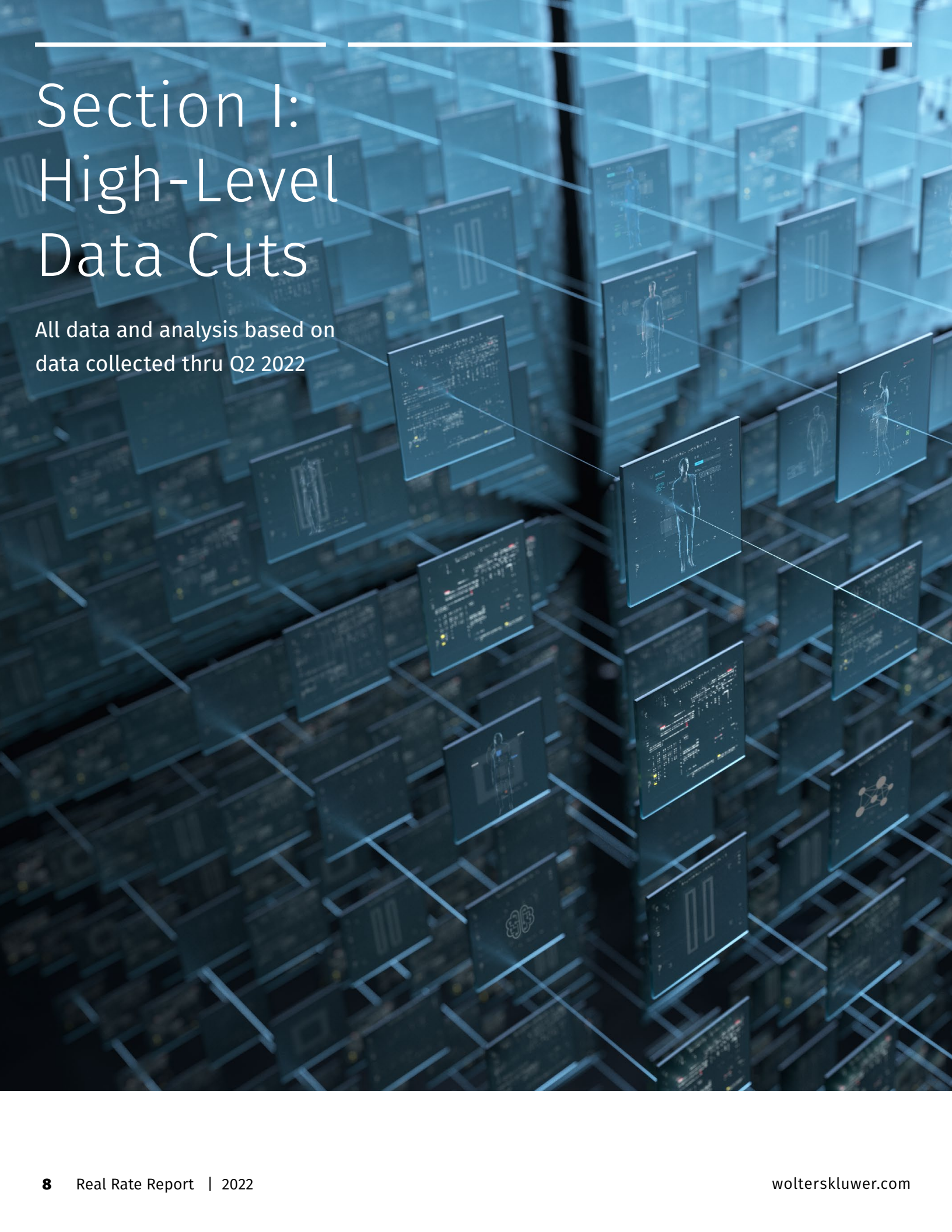
**Years of experience and reputation** - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and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

<sup>1</sup> 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>

<sup>2</sup> Source: 2018 RRR. Factor order validated in multiple analyses since 2010



# Section I: High-Level Data Cuts

All data and analysis based on  
data collected thru Q2 2022

## Section I: High-Level Data Cuts

### Cities

By Matter Type

#### 2022 - Real Rates for Associate and Partner

#### Trend Analysis - Mean

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

## Section I: High-Level Data Cuts

### Cities

By Matter Type

#### 2022 - Real Rates for Associate and Partner

#### Trend Analysis - Mean

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

## Section I: High-Level Data Cuts

### Cities

By Matter Type

#### 2022 - Real Rates for Associate and Partner

#### Trend Analysis - Mean

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

## Section I: High-Level Data Cuts

## Cities

By Matter Type

### 2022 - Real Rates for Associate and Partner

### Trend Analysis - Mean

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

## Section I: High-Level Data Cuts

## Cities

By Years of Experience

### 2022 - Real Rates for Associate

### Trend Analysis - Mean

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

## Section I: High-Level Data Cuts

## Cities

By Years of Experience

### 2022 - Real Rates for Partner

### Trend Analysis - Mean

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

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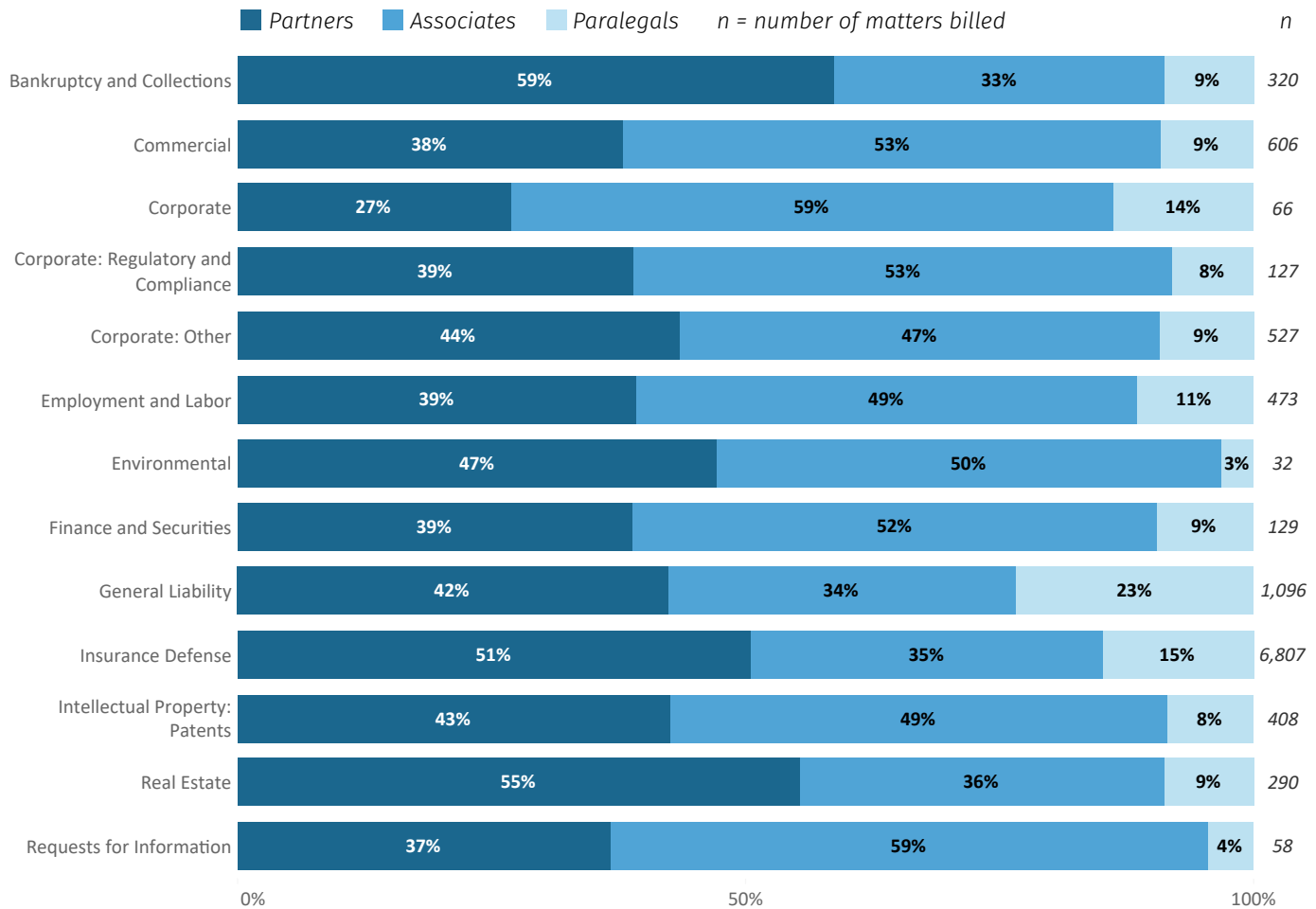
# Section VI: Matter Staffing Analysis

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



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# 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                 |

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# Appendix: Data Methodology

## Bankruptcy and Collections

Chapter 11  
Collections

General/Other  
Workouts and Restructuring

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## Commercial (Commercial Transactions and Agreements)

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

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## Corporate<sup>1</sup>

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

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## 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

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## Environmental

General/Other  
Health and Safety

Superfund  
Waste/Remediation

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## 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

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## 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

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

# Exhibit 4

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Business & Practice

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

By Roy Strom

Column

June 9, 2022, 2:30 AM

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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](#).



*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

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

Dec. 9, 2021, 3:00 AM

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

Aug. 12, 2021, 3:00 AM

## Law Firms

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

## **Topics**

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

## **Companies**

Johnson & Johnson  
Thomson Reuters Corp

**PROOF OF SERVICE**

*Hernandez v. United Ground Express, Inc., et al.*

CIVSB2326322

STATE OF CALIFORNIA            )  
                                                  ) ss  
COUNTY OF LOS ANGELES    )

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa St, Sky Lobby, Los Angeles, California 90017. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On December 22, 2025, I served the foregoing **DECLARATION OF BENJAMIN H. HABER IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

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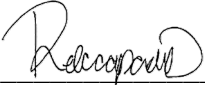
Attorneys for Defendant

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

(X) **BY MAIL:** I enclosed the above documents in a sealed envelope with postage thereon fully prepaid and placed for collection and mailing on the above date in accordance with ordinary business practices. I am readily familiar with this firm's practice of collection and processing of correspondence for mailing with the United States Postal Service, and that the correspondence shall be deposited with the United States Postal Service the same day in the ordinary course of business pursuant to Cal. Code Civ. Proc. § 1013(a).

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

Executed on December 22, 2025, at Los Angeles, California.

  
\_\_\_\_\_  
Rebecca Padilla