

EXHIBIT 1

1 Erich P. Schork (admitted *pro hac vice*)
2 *erichschork@robertslawfirm.us*
3 **ROBERTS LAW FIRM, US, PC**
4 PO Box 31909
Chicago, IL 60631-9998
510.821.5575 (*telephone*)
510.821.4474 (*facsimile*)

5 *Co-Lead Class Counsel*

6
7 **UNITED STATES DISTRICT COURT**
8 **CENTRAL DISTRICT OF CALIFORNIA**
9

10 NICKOLAS TSUI and WILLIAM LUGO,
11 individually and on behalf of all others
12 similarly situated,

13 Plaintiffs,

14 v.

15 UNIVERSAL SERVICES OF AMERICA,
16 LP, ALLIED UNIVERSAL TOPCO LLC,
17 ALLIED UNIVERSAL BENEFITS
18 COMMITTEE, and JOHN AND JANE
DOES 1-50,

19 Defendants.
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Case No. 8:22-cv-01158-JWH-JDE

**DECLARATION OF ERICH P.
SCHORK IN SUPPORT OF
MOTION FOR AWARD OF
ATTORNEYS' FEES, COSTS,
AND SERVICE PAYMENTS**

1 I, Erich P. Schork, hereby declare as follows:

2 1. I am an adult, have personal knowledge of the facts stated herein, and am
3 competent to so testify. I am co-counsel for Plaintiffs in this action and am one of Class
4 Counsel. I am a partner at the law firm Roberts Law Firm U.S., P.C. (“RLF”), and a
5 member in good standing of the bar of the State of Illinois.

6 2. This Declaration is submitted in support of Plaintiffs’ Motion for Award of
7 Attorneys’ Fees, Costs, and Service Payments. I make the following declaration based
8 upon my own personal knowledge and, where indicated, as based on information and
9 belief, that the following statements are true. If called upon as a witness, I could and
10 would competently testify as follows:

11 **THE COMMENCEMENT OF THE LITIGATION**

12 3. Plaintiffs in this Action allege that Universal Services of America, LP,
13 Allied Universal Topco LLC, and Allied Universal Benefits Committee (together,
14 “Allied Universal” or “Defendants”), breached fiduciary duties in violation of ERISA, 29
15 U.S.C. §§ 1001-1461 by failing to ensure that Plan members’ payment of recordkeeping
16 and administrative (“RK&A”) fees were fair, reasonable, and appropriate.

17 4. On June 13, 2022, Plaintiffs filed their Class Action Complaint against
18 Defendants alleging that, *inter alia*, Allied Universal: (a) breached its duty of prudence
19 to the Plan as fiduciaries by allowing the Plan to pay multiplies of the reasonable per
20 participant amount for the Plan’s retirement plan services fees, failing to properly disclose
21 the fees charged to Participants in the Plan, failing to defray reasonable expenses of
22 administering the plan, and failing to act with the required due care and diligence in the
23 administration of the Plan; and (b) breached its duty to adequately monitor ERISA
24 fiduciaries of the Plan by failing to monitor and evaluate their performance, failing to
25 monitor the process by which Plan recordkeepers were evaluated, and failing to remove
26 individuals responsible for Plan monitoring who caused excessive cost and detriment to
27 the Plan. ECF No. 1 ¶¶ 154-65, 167-72.

1 5. On August 8, 2022, Defendants moved to dismiss the litigation in its entirety
2 (ECF No. 35), which Plaintiffs opposed (ECF No. 46). Ultimately, the Court denied the
3 motion to dismiss in its entirety and allowed Plaintiffs to continue to litigate all claims
4 against Allied Universal. ECF No. 54.

5 6. The attorneys at RLF who worked on this matter have stayed abreast of all
6 material developments involving the allegations in the case and thoroughly investigated
7 Plaintiffs' allegations that the Plan paid unreasonable and excessive fees for retirement
8 plan services.

9 7. Working in coordination with attorneys from Ahdoot & Wolfson, P.C., the
10 attorneys at RLF identified and investigated the claims and the underlying facts in this
11 lawsuit, spoke with Class members, and performed various additional tasks to institute
12 this action against Defendants on behalf of the aggrieved Plan participants. Inherent in
13 this effort is the unique complexity of understanding the inner workings of the Allied
14 Universal 401(k) Plan.

15 8. For example, Plaintiffs' Counsel combed through extensive publicly
16 available Form 5500 filings, analyzed and evaluated the administrative fee setup in the
17 Plan by reviewing those filings and other Plan documents, and did an extensive
18 comparative analysis of the Plan against similar plans, allowing Plaintiffs to illustrate
19 (i.e., through the tables in the Complaint) how the effective annual per participant
20 retirement plan service fees paid by other comparable plans with similar numbers of
21 participants were significantly lower, as well as graphics comparing the service fee paid
22 by the Plan with the annual service fee paid by comparable plans for materially identical
23 services. Class Counsel's research and other efforts allowed Plaintiffs to allege that
24 during the Class Period, both smaller plans and plans of a comparable size to the Plan
25 paid significantly lower per-participant retirement plan service fees than the Plan,
26 including other plans which use Defendants' same Recordkeeper.

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MEDIATION AND SETTLEMENT NEGOTIATIONS

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2 9. Following commencement of this action, Plaintiffs and Defendants engaged
3 in open dialogue about case management issues. With discovery underway, the parties
4 discussed the prospect of early resolution. As a result, the parties mutually agreed to
5 mediate this matter.

6 10. The parties reserved an all-day mediation session with David Geronemus of
7 JAMS—a highly experienced mediator with expertise in ERISA class action
8 settlements—for October 23, 2024.

9 11. After the denial of Defendants’ motion to dismiss and Plaintiffs’ service of
10 requests for production of documents, the parties agreed to targeted discovery in advance
11 of the mediation. Plaintiffs drafted and provided Allied Universal with a detailed letter
12 requesting the production of multiple categories of documents and information relevant
13 and necessary for Plaintiffs’ informed participation in the upcoming negotiations. Allied
14 Universal produced 676 pages of documents responsive to Plaintiffs’ letter, which
15 Plaintiffs’ counsel thoroughly reviewed and analyzed.

16 12. The parties also submitted detailed mediation briefs to the mediator, Mr.
17 Geronemus, outlining their respective positions on the merits of the litigation and
18 framework for a potential classwide settlement.

19 13. On October 23, 2024, the parties participated in an all-day mediation
20 session. The negotiations during the mediation session were hard-fought, conducted at
21 arm’s length and in good faith, allowing the parties to communicate their respective
22 positions on the litigation and their claims and defenses with each other and the mediator.
23 With Mr. Geronemus’s guidance, the parties conducted a productive mediation session
24 marked by zealous advocacy by counsel for both sides on behalf of their clients. At all
25 times, the negotiations were conducted in an adversarial manner with each side
26 vigorously representing their clients’ respective interests.

27 14. The parties did not reach an agreement to settle the litigation at mediation.
28 After weeks of continued and additional negotiations, on November 11, 2024, the parties

1 reached an agreement in principle to settle the litigation, having agreed to the creation of
2 a Qualified Settlement Fund consisting of a Gross Settlement Amount of \$1,400,000.

3 15. During settlement negotiations, the parties deferred discussions concerning
4 the maximum service payments to be sought on behalf of Plaintiffs, as well as the amount
5 of attorneys' fees and costs to be sought by Plaintiffs' counsel. The parties did not confer
6 on these items until after reaching an agreement on all material terms of the Settlement.

7 16. Following the mediation session, the parties continued to confer and finalize
8 the Settlement's terms. During this time, the parties exchanged drafts of the Settlement
9 Agreement and its exhibits, negotiating, and ironing out various details to maximize the
10 benefits to the Class Members including the Plan of Allocation and the best Notice
11 practicable to Class Members.

12 17. Plaintiffs' Counsel solicited competing bids from multiple third-party
13 administrators for settlement notice and administration. With each of the potential
14 settlement administrators, Class Counsel discussed the notice and distribution plans
15 agreed to in the Settlement. Plaintiffs' Counsel ultimately negotiated an agreement with
16 Analytics Consulting LLC ("Analytics Consulting"), a nationally recognized leader in
17 class action settlement administration with expertise in ERISA class action settlements.

18 18. After comprehensive negotiations and diligent efforts, Plaintiffs and Allied
19 Universal finalized the terms of the Settlement and executed the final Settlement
20 Agreement on January 28, 2025. The Settlement provides that Class Counsel shall seek
21 to recover attorneys' fees not to exceed \$466,666 and litigation costs and expenses
22 advanced and carried by Class Counsel for the duration of the Class Action, not to exceed
23 \$50,000, which shall be recovered from the Settlement Fund. The Settlement also
24 provides that Class Counsel will move the Court for approval of a \$3,000 payment to
25 each Plaintiff.

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CLASS COUNSEL’S HOURS AND LODESTAR

19. Using the information provided in my Co-Class Counsel’s concurrently filed Declaration and my own personal knowledge of my firm’s lodestar, the following chart summarizes the lodestar by each firm:

Firm	Hours	Lodestar
Roberts Law Firm US PC	190.7	\$226,448.50
Ahdoot & Wolfson PC	334.9	\$240,997
Total	525.6	\$467,445.50

ROBERTS LAW FIRM’S HOURS AND LODESTAR

20. RLF expended 190.7 hours in this litigation through March 27, 2026, for a lodestar of \$226,448.50.

21. RLF’s representation of the Class was on a wholly contingent basis. The Firm devoted substantial resources to this matter, and we have received no payment for any of the hours of services performed or the out-of-pocket costs and expenses that RLF committed to the litigation of this case. We did this, with no guarantee of repayment, to represent our clients and because of the public interest and social importance of this case.

22. All attorneys and legal staff who worked on this case maintained contemporaneous time records reflecting the time spent on all billable matters. In all instances, the timekeeper indicated the date and amount of time spent on a task to one-tenth of an hour increments, described the work that was performed during the indicated time period, and identified the case to which the time should be charged. RLF’s contemporaneous time records can be made available to the Court for in camera review upon request.

23. RLF made every effort to litigate this matter efficiently by coordinating the work of RLF’s attorneys and paralegals, as well as Co-Class Counsel, minimizing duplication, and assigning tasks in a time and cost-efficient manner, based on the timekeepers’ experience levels and talents.

24. I certify to the Court that RLF’s fee records accurately reflect work actually, reasonably, and necessarily performed in connection with the litigation of this matter. I

1 believe that the hours spent reflect time spent reasonably litigating this case, which I have
2 sought to manage and staff efficiently as described above.

3 25. A summary of rates and hours expended by RLF’s professionals, as of
4 March 27, 2026, is set forth as follows:

Name	Title	Rate	Time	Lodestar
Michael Roberts	Partner	\$1,400	.4	\$560
Erich P. Schork	Partner	\$1,190	189.2	\$225,148
Morgan Hunt-Mackey	Associate	\$775	.9	\$697.50
Angelicia Grissom	Paralegal	\$215	.2	\$43
Total			190.7	\$226,448.50

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10 26. Since the Preliminary Approval Order was entered, RLF attorneys have
11 devoted additional time to, among other things, responding to Class Members’ questions
12 regarding the Settlement, preparing and finalizing the Motion for Final Approval of Class
13 Action Settlement, and all supporting declarations and exhibits thereto, and coordinating
14 with the Settlement Administrator about the Notice Plan and implementing the
15 Settlement.

16 27. I expect RLF to maintain a high level of oversight and involvement in this
17 case, and will continue to expend significant attorney time given the future work still
18 needed for completion of the Settlement, including: preparing for and attending the final
19 approval hearing, addressing any appeals, and working with Defendant and the
20 Settlement Administrator on the distribution of benefits to the Settlement Class.

21 28. Therefore, I anticipate incurring additional lodestar in the future.

22 **CLASS COUNSEL’S EXPENSES**

23 29. As set forth herein and in the concurrently filed Declaration of Andrew
24 Ferich, Class Counsel incurred a total of \$61,961.34 in unreimbursed costs and expenses
25 that were necessarily incurred in connection with the investigation, prosecution, and
26 settlement of this litigation.

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ROBERTS LAW FIRM'S LITIGATION EXPENSES

30. To date, Roberts Law firm has incurred \$27,805.63 of litigation expenses, as follows:

Description	Amount
Travel	\$941.73
Expert Fees	\$13,500
Electronic Research	\$173.40
Mediation	\$13,190.50
Total	\$27,805.63

31. These costs include mediation fees, consultant and expert fees, electronic research fees, travel, and other related costs. Each of these costs and expenses are fully documented, and in my opinion, necessary and reasonable. This amount does not include internal and other additional costs that Class Counsel incurred in this litigation but, in an exercise of discretion, do not seek to recover.

THE ROBERTS LAW FIRM'S EXPERIENCE

32. Founded in 1990, the Roberts Law Firm includes a team of highly experienced and reputable attorneys to deliver cost-effective client-focused representation on a variety of legal issues including, but not limited to antitrust litigation, data breach litigation, intellectual property law, business-based litigation, and general corporate law. The Roberts Law Firm is headquartered in Dallas, Texas, with presence in Boston, Chicago, Denver, Little Rock, and New York.

33. Michael L. Roberts is the owner and manager of Roberts Law Firm. He has served as lead and co-lead counsel and on the executive committees in numerous complex class actions, including *In re HIV Antitrust Litigation* (N.D. Cal.) (Michael Roberts was appointed Co-Lead Class Counsel and settlements collectively providing for the payment of \$257,550,000 were reached and granted final approval); *First Impressions Salon, Inc., v. National Milk Producers Federation* (S.D. Ill.) (Michael Roberts was appointed Co-Lead Class Counsel and a \$220 million settlement was reached and granted final approval); *National Trucking Financial Reclamation Services, LLC vs. Pilot Corporation*

1 (E.D. Ark.) (Michael Roberts was appointed Co-Lead Counsel and the case settled for
2 \$84 million plus injunctive relief); *In re Microsoft Antitrust Litigation: Paul Peek,*
3 *D.D.S., v. Microsoft Corporation* (Ark. Cir. Ct.) (Michael Roberts was appointed Co-
4 Lead Settlement Class Counsel and the case settled for \$37 million).

5 34. I am a Partner at Roberts Law Firm. For the past nineteen years, my practice
6 has focused on litigating complex class actions with an emphasis on antitrust, automotive
7 defect, privacy, and ERISA matters. I have been appointed to and served in leadership
8 positions in a number of class action cases where settlements were reached and granted
9 final approval, including *Smith v. VCA, Inc.*, *Winstead v. ComplyRight, Inc.*, *Gann v.*
10 *Nissan North America, Inc.*, *Orr v. Intercontinental Hotels Group, PLC*, *In re Pilot Flying*
11 *J Fuel Rebate Contract Litigation*, and *Rafofsky v. Nissan North America, Inc.*

12 35. I also played an active role in litigating the following class action matters
13 that successfully settled: *In re HIV Antitrust Litig.* (N.D. Cal.) (direct purchaser
14 settlements reached with defendants providing for the payment of \$257,550,000); *Warner*
15 *v. Toyota Motor Sales, U.S.A., Inc.* (C.D. Cal.) (settlement reached regarding allegations
16 of excessive frame rust to certain vehicles providing benefits valued at in excess of \$3.4
17 billion to Settlement Class members); *Fond Du Lac Bumper Exchange, Inc. v. Jui Li*
18 *Enterprise Co., Ltd.*, (E.D. Wis.) (settlements reached with four of six defendants in this
19 ongoing international antitrust action providing for the payment of \$9,850,000); *Campos*
20 *v. Calumet Transload R.R., LLC* (N.D. Ill.) (settlements reached providing for payment
21 of \$1,455,000 for the benefit of the Settlement Class in action relating to the alleged
22 negligent storage and handling of petroleum coke and coal at certain industrial storage
23 facilities); *In Re: Sony Gaming Networks and Customer Data Security Breach Litigation*,
24 MDL 2258 (S.D. Cal.) (settlement reached in this 60-case data breach MDL); *Schulte v.*
25 *Fifth Third Bank* (N.D. Ill.) (\$9.5 million settlement fund and injunctive relief valued at
26 \$108.4 million over ten years achieved relating to allegations that the defendant
27 unlawfully re-sequenced debit card transactions); *In Re: Countrywide Fin. Corp.*
28 *Customer Data Security Breach Litigation*, MDL No. 1998 (W.D. Ky.) (settlement

1 reached in this 40- case data breach MDL making benefits valued at over \$650 million
2 available to the Class); *In Re: TJX Retail Security Breach Litigation*, MDL No. 1838 (D.
3 Mass.) (settlement reached in this data breach MDL making benefits valued at over \$200
4 million available to the Class); *In Re: High Sulfur Content Gasoline Products Liability*
5 *Litigation*, MDL No. 1632 (E.D. La.) (settlement reached in this 26-case MDL relating
6 to the alleged sale of defective gasoline resulting in approximately \$100 million being
7 made available towards satisfaction of consumers’ claims); *Palace v. DaimlerChrysler*
8 *Corp.* (Ill. Cir. Ct.) (\$8.25 million settlement achieved relating to the defendant’s alleged
9 sale of vehicles with defective head gaskets).

10 36. The Roberts Law Firm has decades of experience in the prosecution of class
11 actions.

12 I declare under penalty of perjury that the foregoing is true and correct to the best
13 of my knowledge. Executed at Park Ridge, Illinois on March 27, 2026.

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15 /s/ Erich P. Schork
16 Erich P. Schork
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