

EXHIBIT 2

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10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 NICKOLAS TSUI and WILLIAM LUGO,
13 individually and on behalf of all others
14 similarly situated,

15 Plaintiffs,

16 v.

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

22 Defendants.

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

**DECLARATION OF ANDREW W.
FERICH IN SUPPORT OF MOTION
FOR AWARD OF ATTORNEYS'
FEES, COSTS, AND SERVICE
PAYMENTS**

1 I, Andrew W. Ferich, 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 Ahdoot & Wolfson, PC (“AW”), and a member
5 in good standing of the bars of the Commonwealth of Pennsylvania, the State of New
6 Jersey, and the District of Columbia.

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

12 **THE COMMENCEMENT OF THE LITIGATION**

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

18 4. On June 13, 2022, Plaintiffs filed their Class Action Complaint against
19 Defendants alleging that, *inter alia*, Allied Universal: (a) breached its duty of prudence
20 to the Plan as fiduciaries by allowing the Plan to pay multiples of the reasonable per
21 participant amount for the Plan’s retirement plan services fees, failing to properly disclose
22 the fees charged to Participants in the Plan, failing to defray reasonable expenses of
23 administering the plan, and failing to act with the required due care and diligence in the
24 administration of the Plan; and (b) breached its duty to adequately monitor ERISA
25 fiduciaries of the Plan by failing to monitor and evaluate their performance, failing to
26 monitor the process by which Plan recordkeepers were evaluated, and failing to remove
27 individuals responsible for Plan monitoring who caused excessive cost and detriment to
28 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 AW 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 the Roberts Law Firm,
10 attorneys at AW 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 may 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 service award
25 payment to 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 U.S., P.C.	190.7	\$226,448.50
Ahdoot & Wolfson, PC	334.9	\$240,997.00
Total	525.6	\$467,445.50

AW FIRM’S HOURS AND LODESTAR

20. AW expended 334.9 hours in this litigation through March 25, 2026, for a lodestar of \$240,997.00.

21. AW’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 AW 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. AW’s contemporaneous time records can be made available to the Court for in camera review upon request.

23. AW made every effort to litigate this matter efficiently by coordinating the work of AW’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 AW’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 AW’s professionals, as of March
 4 25, 2026, is set forth as follows:

Timekeeper Name	Title	Experience	Rate	Time	Lodestar
Christopher Stiner	Partner	17 years	\$1,075	5.6	\$ 6,020.00
Andrew Ferich	Partner	14 years	\$950	152.7	\$ 145,065.00
Alyssa Brown	Associate	11 years	\$850	5.5	\$ 4,675.00
Sarper Unal	Associate	4 years	\$675	36.2	\$ 24,435.00
Brian Devall	Associate	< 1 year	\$550	3.7	\$ 2,035.00
Heidi Liivamagi	Paralegal	n/a	\$480	20.1	\$ 9,648.00
Michelle Montecalvo	Paralegal	n/a	\$480	92.8	\$ 44,544.00
Kathryn Cabrera	Paralegal	n/a	\$250	18.3	\$ 4,575.00
Total				334.9	\$ 240,997.00

16 26. Since the Preliminary Approval Order was entered, AW’s attorneys have
 17 devoted additional time to, among other things, responding to Class Members’ questions
 18 regarding the Settlement, preparing and finalizing the Motion for Final Approval of Class
 19 Action Settlement, and all supporting declarations and exhibits thereto, and coordinating
 20 with the Settlement Administrator about the Notice Plan and implementing the
 21 Settlement.

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

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

CLASS COUNSEL’S EXPENSES

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

AW FIRM’S LITIGATION EXPENSES

30. To date, AW has incurred \$34,155.71 of litigation expenses, as follows:

Litigation Expense Category	Total Expenses Per Category (\$)
Filing Fees	1,448.29
Process Service	664.85
Litigation Support Vendors	150.62
Mediation	12,855.99
Experts	18,645.30
Travel	40.20
Electronic Research (PACER)	73.39
Copying / Printing	116.53
FedEx / Postage	160.54
Total	\$34,155.71

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.

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AHDOOT & WOLFSON, PC FIRM EXPERIENCE

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2 32. In March 1998, Robert Ahdoot and Tina Wolfson founded AW, now a
3 nationally recognized law firm that specializes in complex and class action litigation, with
4 a focus on privacy rights, consumer fraud, anti-competitive business practices, employee
5 rights, defective products, civil rights, and taxpayer rights. The attorneys at AW are
6 experienced litigators who have often been appointed by state and federal courts as lead
7 class counsel, including in multidistrict litigation. In over two decades of its successful
8 existence, AW has successfully vindicated the rights of millions of class members in
9 protracted, complex litigation, conferring hundreds of millions of dollars to the victims,
10 and affecting real change in corporate behavior.

11 33. I have a history of leading complex class action litigation, including ERISA
12 class action lawsuits. *See, e.g., Smith v. VCA Inc.*, No. 2:21-cv-09140 (C.D. Cal.) (Mr.
13 Ferich was co-class counsel, with Mr. Schork, in ERISA class action alleging excessive
14 recordkeeping and administrative fees, and other fiduciary breaches, relating to
15 defendant’s defined contribution plan; this case settled for \$1.5 million, and received final
16 settlement approval).

17 34. I played a principal role in identifying the alleged wrongdoing and
18 prosecuting the litigation in *Davis. v. Washington University of St. Louis*, No. 4:17-cv-
19 01641 (E.D. Mo.), a class action arising from Washington University in St. Louis’s
20 breach of fiduciary duties under ERISA for mismanaging the Plan and failing to ensure
21 that its fees and expenses remain reasonable. That case recently settled following years
22 of hard-fought litigation that included my efforts.

23 35. I am often appointed to leadership positions in consumer class actions,
24 including data privacy and automotive cases. For example, in *Udeen v. Subaru of Am.,*
25 *Inc.*, No. 18-17334 (D.N.J.), I was co-lead counsel in an automotive defect class action
26 that resulted in a settlement valued at \$6.25 million. The Court in *Udeen* observed that
27 co-lead counsel “are very skilled and very efficient lawyers They’ve done a nice
28 job.” In *Steinhardt v. Volkswagen Group of America, Inc.*, No. 3:23-cv-02291 (D.N.J.),

1 I am appointed co-lead settlement class counsel in a lawsuit alleging a defective belt start
2 generator in certain Audi automobiles, which involves hundreds of thousands of class
3 members. That settlement, valued at over \$30 million, received final approval. *Id.*, ECF
4 No. 76; *see also Duffy, et al. v. Mazda Motor of America, Inc.*, No. 3:24-cv-388 (W.D.
5 Ky.) (motion for final approval granted in case involving nationwide automotive class
6 action settlement).

7 36. In sum, my firm and I have led, and continue to lead, many high-profile class
8 action cases. AW has decades of experience in the prosecution of class actions. Given
9 AW's proven track record of experience and results, it can more than adequately represent
10 the putative class.

11 I declare under penalty of perjury that the foregoing is true and correct to the best
12 of my knowledge. Executed at Radnor, Pennsylvania on March 27, 2026.

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14 /s/ Andrew W. Ferich
15 Andrew W. Ferich
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