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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

FRANCISCO DUENAS ORELLANA and
RONALD LOPEZ MENDEZ, on behalf of the
State of California and other aggrieved
persons,

Plaintiffs,

v.

PROMPT FOOD SERVICE, INC., a California
corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No.: 22CV403853

[Assigned for All Purposes to Hon. Beth McGowen, Dept. 22]

**DECLARATION OF JOHN G. YSLAS IN
SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF PAGA
SETTLEMENT**

PAGA Approval Hearing:

Date: August 20, 2026

Time: 1:30 p.m.

Dept.: 22

Action Filed: September 30, 2022

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1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am a senior partner at Wilshire Law Firm, PLC (“WLF” or “PAGA Counsel”), counsel for Plaintiff Enrique Gradilla (“Plaintiff”) in this matter. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein.

Relevant Facts and Procedural History

4. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice on July 29, 2022, to the Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories in support (LWDA-CM-898426-22). Attached hereto as **Exhibit 1** is true and correct copy of the July 29, 2022 PAGA Notice Letter.

5. Thereafter, the Parties met and conferred and agreed to mediate the PAGA Action with Russ Wunderli (“Mr. Wunderli”) a well-respected and experienced mediator in wage-and-hour class and representative actions. In advance of mediation, PAGA Counsel conducted a thorough investigation into the facts of, and applicable law to, the PAGA Action. Prior to mediation, Plaintiff obtained through informal discovery a representative sampling of time and payroll data for PAGA Members and the necessary policy documents to properly evaluate the

1 strengths and weaknesses of the claims and engage in meaningful settlement discussions.

2 6. On March 12, 2025, the Parties engaged in an all-day mediation session before Mr.
3 Wunderli. With the help of Mr. Wunderli, the Parties were able to reach an agreement on general
4 settlement terms at mediation. The settlement was negotiated in light of all known facts and
5 circumstances and the uncertainty associated with litigation – including the risk of Plaintiff not
6 being able to maintain representative claims, the difficulty of proving Plaintiff’s claims in a
7 manageable trial, the merits of Defendant’s potential defenses, and the significant delay and
8 potential appellate issues inherent to litigation – and was reached after extensive arm’s length
9 negotiations, with the assistance of Judge Lewis.

10 PAGA Settlement

11 7. The Settlement Agreement negotiated by the Parties provides for a Gross Settlement
12 Amount (“GSA”) payment in the amount of \$115,000.00 to resolve the PAGA Action. Settlement
13 Agreement § 3.1. The GSA will be used to pay Individual PAGA Payments, the LWDA PAGA
14 Payment, PAGA Counsel Fees, PAGA Counsel Expenses, the PAGA Representative Service
15 Payment and the Administrator’s Expenses. Settlement Agreement § 3.2 *et seq.* After deducting
16 PAGA Representative Service Payments, PAGA Counsel Fees, PAGA Counsel Litigation
17 Expenses, and Administrator Expenses Payment from the GSA, the amount remaining is the Net
18 Settlement Amount (“NSA”). Settlement Agreement § 1.14. The NSA, which is estimated to be
19 \$43,775.32, shall be distributed as PAGA Penalties with 75% of the NSA allocated to the
20 LWDA PAGA Payment and 25% of the NSA allocated to Individual PAGA Payments.
21 Settlement Agreement § 3.2.4. Attached hereto as **Exhibit 2** is a true and correct copy of the
22 PAGA Settlement Agreement.

23 8. This PAGA Settlement amount compares favorably to the estimated amount of
24 PAGA penalties. Plaintiff calculated that the maximum amount of statutory PAGA civil penalties
25 was potentially \$380,000.00 for an estimated 100 employees based on 3,800 pay periods. The
26 valuation of \$380,000.00 is the civil penalty amount calculated at the maximum statutory rate and
27 without stacking, which is not usually permitted. If stacking is permitted, then the valuation
28 increases with each additional penalty added to each pay period. Plaintiff, however, is not aware

1 of any PAGA award that permitted stacking and, in the cases cited herein, only one penalty per
2 pay period was assessed.

3 9. Defendant maintains that Plaintiff and the PAGA Members were properly
4 compensated, and that they did not violate the Labor Code as to any of them. Accordingly,
5 Defendant disputes and denies Plaintiff's allegations and claims asserted in the operative complaint
6 which are resolved by the Settlement Agreement. Defendant asserted additional defenses to the
7 PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant could
8 argue that no penalties prior to the PAGA notification should be awarded because the violations
9 were not intentional, and at least one Court has so ruled. These defenses present a risk to the PAGA
10 claim and the potential that some or all the PAGA penalties sought may not be awarded.

11 10. While Plaintiff is confident in the merits of the case, a legitimate controversy exists
12 as to each cause of action for penalties, the factual allegations, the evidentiary basis, and the
13 underlying claims. Plaintiff also took into account the fact that continued litigation would be
14 expensive, involving a trial and possible appeals, and would substantially delay and potentially
15 reduce any recovery to the State of California and the PAGA Members, and there was a very
16 significant risk that Plaintiff would not prevail. Assuming Plaintiff could prove at least one
17 violation per pay period and the Court awarded \$100.00 in PAGA penalties for each of the 3,800
18 pay periods during the PAGA Period, the total penalties would be approximately \$380,000.00. As
19 such, the Gross Settlement Amount of \$115,000.00 is approximately 30.2% of the maximum
20 realistic liability in this case.

21 11. Thus, when the risks of litigation, the burdens of proof necessary to establish
22 liability, the very real significant risk of not prevailing, and the probability of appeal of a favorable
23 judgment are considered, it is clear the settlement amount of \$115,000.00 is reasonable and in the
24 best interest of the State of California and the public. Plaintiff objectively and knowledgably
25 balanced the strengths and weaknesses of his claims against the risk of continued litigation and
26 were able to determine a realistic range of settlement recovery for PAGA penalties.

27 Attorneys' Fees and Costs

28 12. Plaintiff is represented by WLF. The attorneys at WLF performed significant work

1 and expended litigation costs in prosecuting this matter with no guarantee of payment.

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

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

11 15. I graduated from the University of California, Santa Barbara with High Honors in
12 1991 with Bachelor of Arts degrees in Psychology. I received my Juris Doctor from UCLA Law
13 School in 1996.

14 16. Upon graduating from law school in 1996, I worked for a boutique law firm
15 practicing general litigation which included employment law matters. Since 2000 (that is, the last
16 23 years) my practice has been exclusively focused on labor and employment matters including
17 handling wage and hour class, collective and representative actions (including the California
18 Private Attorneys General Act, or "PAGA"), as well as work performed at the international law
19 firms of Morgan, Lewis & Bockius LLP (where I was a senior associate), Foley & Lardner LLP
20 (where I was a partner and a national Vice Chair of the Labor and Employment Group), Norton
21 Rose Fulbright LLP (where I was a partner) and Seyfarth Shaw (where I was a partner and member
22 of the Wage and Hour Practice Group). During my time at these law firms, I was the primary
23 attorney or took a major leading role in defending employers on numerous wage and hour class,
24 collective and representative actions.

25 17. In late June 2022 I left Seyfarth Shaw LLP and joined my current firm, Wilshire
26 Law Firm, PLC, to represent plaintiff employees. I have been and am handling many wage and
27 hour class and representative actions litigating such matters on behalf of plaintiff employees in
28 numerous Superior Courts and District Courts. Across matters representing both plaintiffs and

defendants, I have successfully mediated the resolution of many wage and hour class, collective, and representative actions. Since starting to settle cases in late April 2023 I have already successfully mediated matters in which I have been counsel or co-counsel resulting in **over \$280 million** in settlements and verdicts that are in the process of being finalized, and with numerous upcoming mediations scheduled. In these and numerous other matters, I have managed and assisted with the litigation and settlement of many wage and hour PAGA and class actions. In those actions, I performed similar tasks as those performed in the course of prosecuting this action. Indeed, I recently tried and prevailed in achieving a jury verdict in a certified wage and hour class action in the matter of *Aguilar-Flores v. Javier's – CC LLC*, Los Angeles County Superior Court, Case No. 19STCV36438 (settled after verdict).

18. I have received numerous awards for my legal work. For example, from 2015 to 2018, I was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson Reuters) have also served on numerous prominent boards and in other leadership positions, including currently serving as Southern California Regional President for the Hispanic National Bar Association and on the board of directors of the Mexican American Bar Foundation. I also previously served on the five-member Los Angeles Civil Service Commission, which generally oversees the personnel decisions for the City of Angeles.

19. I have also published numerous blogs on labor and employment law issues including on wage and hour issues. For example, I published “Headline News: Wal-Mart v. Dukes-Impact on Class Action Litigation” (while a partner with Foley & Lardner LLP) and “Are You Really Protected From Wage-and-Hour Successor Liability in an Asset Purchase” (while a partner with Seyfarth Shaw LLP). I have also been a presenter at numerous conferences, including being a presenter involving the “Employment Law Update” at a National Employment Law Council conference. I currently bill at an hourly rate of \$1,500.00.

20. Diego Aviles is a Junior Partner at WLF. Mr. Aviles graduated from the University of California, Irvine, with a Bachelor of Arts in Political Science as well as a Bachelor of Arts in Criminology, Law, and Society, and received his Juris Doctor from the Santa Clara University School of Law in 2015. During law school, Mr. Aviles was President for the Santa Clara

1 Employment Law Society, Board Member of the Honors Moot Court, and President of the Santa
2 Clara University La Raza Chapter. He clerked for the Equal Employment Opportunity Commission
3 in San Francisco, California, and also worked with the Workers' Rights Clinic in San Jose,
4 California, among other employment law firms. He was admitted to practice law in the State of
5 California in 2017. Since graduating from law school, he has focused his legal work exclusively
6 on employment matters, including wage-and-hour class action and PAGA representative action
7 litigation, and he has helped obtain dozens of settlements on behalf California workers. He has
8 been appointed Class Counsel numerous times in California and most recently achieved a
9 published California Appellate opinion in the matter of *Alberto v. Cambrian Homecare, et al.*, 91
10 Cal.App.5th 482 regarding employment arbitration agreements. He has also been a member of the
11 California Employment Lawyers Association (CELA) since at least 2019. Mr. Aviles currently
12 bills at an hourly rate of \$850.00.

13 21. Harry Erganyan is an Associate Attorney at WLF. He was admitted to practice law
14 in the State of California in 2021. Mr. Erganyan graduated from Loyola Marymount University,
15 with a Bachelor of Arts in Political Science. He received his Juris Doctor from Southwestern Law
16 School. During law school, he externed for the Los Angeles City Attorney. Since January 2021,
17 Mr. Erganyan's practice has been focused on wage and hour class action litigation. Mr. Erganyan
18 currently bills at an hourly rate of \$650.00.

19 22. Mariam Nazaretyan is an Associate Attorney at WLF. She was admitted to practice
20 law in the State of California in 2021. Ms. Nazaretyan graduated from Loyola Marymount
21 University with a Bachelor of Arts in Political Science. She received her Juris Doctor from
22 Southwestern Law School. During law school, she was a student editor for the Journal of
23 International Media and Entertainment Law and secretary of the Student Bar Association. Since
24 graduating, Ms. Nazaretyan's practice has been focused on international humanitarian law and
25 employment law. Ms. Nazaretyan currently bills at an hourly rate of \$650.00.

26 23. Jeffrey C. Bils is a Junior Partner at WLF. He graduated from the University of
27 Wisconsin–Madison with a Bachelor of Arts in Journalism and German, and received his Juris
28 Doctor from the University of California, Los Angeles School of Law in 2014. During law school,

1 he was a Senior Editor on the UCLA Law Review and an Articles Editor on the Entertainment Law
2 Review. Mr. Bills served as a Judicial Extern for the Hon. Consuelo Bland Marshall in United States
3 District Court for the Central District of California, and also for the Hon. Sandra R. Klein of United
4 States Bankruptcy Court for the Central District of California. Mr. Bills graduated ranked No. 7 in
5 his graduating class from UCLA School of Law. He was admitted to practice law in the State of
6 California in 2014. Since graduating from law school, he has focused his legal work primarily on
7 employment matters, including wage-and-hour class action and PAGA representative action
8 litigation, and he has helped obtain dozens of settlements on behalf California workers, as well as
9 on behalf of California employers during his years on the defense bar. Mr. Bills is a member of the
10 Beverly Hills Bar Association (BHBA), where he is a past member of the Board of Governors and
11 a past Chair of the Labor & Employment Law Section Executive Committee. He is also a member
12 of the California Employment Lawyers Association (CELA) and the Consumer Attorneys
13 Association of Los Angeles (CAALA). Mr. Bills' hourly billing rate is \$900.00.

14 24. Aram Boyadjian was a fifth-year Associate Attorney at WLF. He was admitted to
15 practice law in the State of California in 2021. Mr. Boyadjian graduated from the University of
16 California, Los Angeles, with a Bachelor of Arts in Political Science. He received his Juris Doctor
17 from Loyola Law School. During law school, he was a member of the student editorial board for
18 the International and Comparative Law Review. Since January 2021, his practice has mainly been
19 focused on wage and hour class action litigation. Mr. Boyadjian billed at an hourly rate of \$600.00.

20 25. Courtney M. Miller is a Settlement Attorney at WLF. She was admitted to practice
21 law in the State of California in 2019. Ms. Miller graduated from the University of California,
22 Santa Cruz, with a Bachelor of Arts in Sociology. Prior to becoming an attorney, Ms. Miller worked
23 at a boutique civil litigation firm for nearly a decade, primarily handling employment matters. She
24 earned her Juris Doctor from Southwestern Law School in 2019. Ms. Miller has prosecuted wage
25 and hour class and PAGA actions, almost exclusively, since 2020. As a handling attorney, Ms.
26 Miller obtained over \$30 million dollars in settlements on behalf of California employees. Ms.
27 Miller currently bills at an hourly rate of \$700.00.

28 26. WLF's hourly rates are comparable to those charged by other class action plaintiffs'

counsel and the firms defending class actions. WLF's rates are well within the range of hourly rates that the Los Angeles legal marketplace would compensate counsel for similar services accomplishing similar results. For example, in *Bronshteyn v. State of California*, Los Angeles County Superior Ct. No. 19SMCV00057, Order Granting Plaintiff's Motion for Statutory Attorneys' Fees and Costs filed March 30, 2023, an employment action brought by two small law firms (Levy, Vinick, Burrell & Hyams LLP and Law Offices of Wendy Musell), the court found that counsel's 2022 hourly rates of \$1,100 and \$1,000 per hour were reasonable for the plaintiff's five senior attorneys, including \$1,000 per hour for the plaintiff's 23-year lead counsel and \$850 per hour for a senior associate. These rates were then augmented by a 1.75 lodestar multiplier and affirmed by the California Court of Appeals. The rates (and multiplier) requested here are well in line with those found reasonable in *Bronshteyn*. In *Tran v. Golden State FC LLC, et al.* (LASC Case No. BC699931), Fee Order filed 4/8/2022, the court found hourly rates of \$1,300 per hour reasonable for plaintiff's 32-year attorney and \$1,000 per hour reasonable for a 14-year attorney.

27. WLF has been approved as Class Counsel by courts in California. *See, e.g., Matthew Veliz v. DrinkPak, LLC*, Los Angeles County Superior Court, Case No. 22STCV37384, *Ismael Villegas-Sanchez v. COE Orchard Equipment, Inc.*, Sutter County Superior Court, Case No. CVCS22-0002261; *Jessica Bronsal v. PTI Technologies Inc.*, Ventura County Superior Court, Case No. 202200570361CUOE; *Miguel A. Vigil Ruiz v. The De Ruosi Group, LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-8780; *Gutierrez v. Top Drawer Merch, LLC et al*, Los Angeles County Superior Court, Case No. 23STCV04299; *Wing v. Road Machinery, LLC et al*, Kern County Superior Court, Case No. BCV-22-102896; *Hernandez v. SGPS Showrig Los Angeles, Inc.*, Los Angeles County Superior Court, Case No. 22STCV28155; *Azevedo v. Tulare Nursing & Rehabilitation Hospital, Inc.*, Tulare County Superior Court, Case No. VCU293325; *Haser v. Universal Chain of California, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00332268; *Caldera v. Performance Online, Inc. et al*, Riverside County Superior Court, Case No. CVRI2306013; *Goosby v. CiminoCare, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00329033; *Rooks v. Hot Cakes Restaurant Group, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-11056; *Garcia v. Compassionate*

1 *Heart*, Orange County Superior Court, Case No. 30-2022-01294409-CU-OE-CXC; *Parra v. Citrus*
2 *Valley Management Services, Inc.*, Riverside County Superior Court, Case No. CVRI2301768;
3 *Torres v. HomeShield Pest Control Inc.*, Placer County Superior Court, Case No. S-CV-0049525;
4 *Cabrera v. Creekside Auto Group*, Santa Clara County Superior Court, Case No. 23CV415661;
5 *Simpson v. Arcos*, Riverside Superior Court, Case No. CVRI2303337; *Payne v. Planned*
6 *Parenthood: Shasta-Diablo, Inc.*, San Francisco County Superior Court, Case No. CGC-23-
7 607359. The total hours expended on this action are reasonable and in line with those expended in
8 comparable cases.

9 28. In cases in which WLF has been approved as Class Counsel, California courts have
10 approved rates similar to those requested by WLF in the instant case. *See, e.g., Rodolfo Ponce v.*
11 *Youbar, Inc.*, Los Angeles County Superior Court, Case No. 22STCV37519 (WLF's rates were
12 approved as follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bils
13 (\$850.00), Aram Boyadjian (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval
14 (\$500.00)); *Sabrina N. Batres v. Wish Automotive II, Inc. dba Infiniti of Van Nuys*, Los Angeles
15 County Superior Court, Case No. 23STCV19968 (WLF's rates were approved as follows: John G.
16 Yslas (\$1,500.00), Jeffrey C. Bils (\$850.00), Aram Boyadjian (\$600.00), Lisa B. Iturriaga
17 (\$550.00), and Andrew Sandoval (\$500.00)); *Diandrea Correa et al. v. CareMeridian, LLC, et.*
18 *al.*, Los Angeles County Superior Court, Case No. 23STCV10707 (WLF's rates were approved as
19 follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bils (\$850.00),
20 Fawn F. Bekam (\$800.00), Diego Aviles (\$800.00), Aram Boyadjian (\$600.00), Harry Erganyan
21 (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Carlos Santos Granados*
22 *v. Sunny Hills Management Co., Inc.*, Los Angeles County Superior Court, Case No.
23 23STCV02109 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Samantha A.
24 Smith (\$1,000.00), Jeffrey C. Bils (\$850.00), Diego Aviles (\$750.00), Courtney M. Miller
25 (\$650.00), Aram Boyadjian (\$600.00), Harry Erganyan (\$600.00), Mariam Nazaretyan (\$550.00),
26 Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Kayla Kurges v. Khanna*
27 *Enterprises, Ltd. dba Sheraton Agoura Hills*, Los Angeles County Superior Court, Case No.
28 24STCV01590 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Jeffrey C. Bils

1 (\$850.00), Aram Boyadjian (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval
2 (\$500.00)); *Thora Magney et al. v. Levi Strauss & Co., et al.*, Los Angeles County Superior Court,
3 Case No. 24STCV02320 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00),
4 Samantha A. Smith (\$1,000.00), Jeffrey C. Bills (\$850.00), Fawn F. Bekam (\$800.00), Aram
5 Boyadjian (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Armando*
6 *Muniz, et al. v. Lot LLC, dba Lot Management LLC (fka Red Cow, Inc.) et. al.*, Los Angeles County
7 Superior Court, Case No. 22STCV32901 (WLF's rates were approved as follows: John G. Yslas
8 (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bills (\$850.00), Diego Aviles (\$750.00),
9 Aram Boyadjian (\$600.00), Harry Erganyan (\$600.00), Mariam Nazaretyan (\$550.00), Lisa B.
10 Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *George Munoz v. Century West, LLC dba*
11 *Century West BMW*, Los Angeles County Superior Court, Case No. 23STCV04247 (WLF's rates
12 were approved as follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C.
13 Bills (\$850.00), Aram Boyadjian (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval
14 (\$500.00)); *Ivan S. Martinez II et. al. v. The Haar Company, et. al.*, Los Angeles County Superior
15 Court, Case No. 23STCV21651 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00),
16 Samantha A. Smith (\$1,000.00), Jeffrey C. Bills (\$850.00), Diego Aviles (\$750.00), Aram
17 Boyadjian (\$600.00), Harry Erganyan (\$600.00), Mariam Nazaretyan (\$550.00), Lisa B. Iturriaga
18 (\$550.00), and Andrew Sandoval (\$500.00)).

19 29. In support of the reasonableness of WLF's hourly rates, attached as **Exhibit 3** is a
20 true and correct excerpt from the *2025 Real Rate Report* published by Wolters Kluwer. The Real
21 Rate Report is widely relied upon in the legal industry because it is derived from anonymized
22 billing data taken from actual law firm invoices that were submitted to clients and approved for
23 payment, rather than from voluntary surveys or self-reported rates. Although the report refers to
24 "2025" rates, the data reflects rates charged by law firms during the first half of 2024 and therefore
25 represents the most recent available objective evidence of prevailing market rates.

26 a. The report provides rate information filtered by geographic market, practice
27 type, and timekeeper role. Page 26 reports third-quartile rates for attorneys handling litigation
28 matters in San Francisco and San Jose, which are the primary Northern California legal markets

1 and serve as the dominant rate-setting centers for complex litigation throughout the region. In San
2 Francisco, the dataset shows third-quartile hourly rates of \$1,378 for litigation partners and \$875
3 for associates. In San Jose, the report shows third-quartile hourly rates of \$1,250 for litigation
4 partners and \$1,030 for associates. The report's in-depth city analyses for San Francisco and San
5 Jose further confirm that these markets consistently reflect some of the highest billing rates in the
6 country for experienced litigators and serve as the benchmark markets for Northern California legal
7 services. Courts evaluating fee requests in Santa Clara routinely look to the prevailing rates in the
8 nearest major metropolitan markets as benchmarks when assessing reasonableness. The closest and
9 most relevant comparison markets for Santa Clara litigation are San Francisco and San Jose, where
10 experienced partners routinely bill well above \$1,200 per hour based on rates actually charged to
11 clients.

12 b. The 2025 Real Rate Report's practice-area-specific data further supports this
13 conclusion. Page 81 provides third-quartile rates for the detailed practice category "Employment
14 and Labor: Other Litigation," which is directly analogous to the type of work performed in this
15 case. That dataset includes 24 partners and 14 associates and shows a third-quartile rate of \$1,252
16 per hour for partners and \$564 per hour for associates. These figures demonstrate that even within
17 the specialized employment litigation market, partners regularly bill well above \$1,200 per hour
18 based on rates actually charged to clients. When this practice-specific benchmark is considered
19 together with the broader regional market data, it confirms that WLF's hourly rate for highly
20 experienced counsel in a representative employment action falls within the upper range of
21 prevailing market rates rather than outside it.

22 c. The Real Rate Report does not provide 1st quartile or 4th quartile rates,
23 presumably to provide a sense of the average attorney billing rates. Importantly, the third quartile
24 represents the point below which 75% of rates fall; it is not a cap on reasonable rates. By definition,
25 a substantial portion of partners in the relevant benchmark market routinely bill above that level,
26 particularly those with extensive experience, specialized expertise, or leadership roles in complex
27 litigation. Courts evaluating fee requests recognize that leading counsel in complex or
28 representative actions may reasonably bill above median or third-quartile benchmarks where their

1 experience, results obtained, and responsibilities justify higher rates. We firmly believe WLF
2 belongs in the 4th quartile of attorney billing rates in Northern California. As previously discussed,
3 WLF is a nationally recognized employment litigation firm that has been named one of the nation's
4 *Best Law Firms* by U.S. News & World Report and Best Lawyers since 2020, and its attorneys
5 regularly litigate complex wage-and-hour class and representative actions throughout California. I
6 am a UCLA School of Law graduate with nearly three decades of experience litigating labor and
7 employment matters—including as a partner and holding leadership roles at major international
8 law firms when I was on the defense side for 26 years, as well as substantial recent class and
9 representative action results including being one of the few attorneys in the state of California to
10 try a wage and hour class action to verdict (and prevail), and achieving results exceeding \$225
11 million in just the last three years since starting to settle matters as a plaintiffs' attorney. My
12 credentials and experience place my \$1,500 hourly rate within the highest tier of Northern
13 California employment litigators, consistent with rates that would fall within the fourth quartile
14 beyond those reported in the Real Rate Report.

15 30. WLF has performed significant work and incurred litigation costs in prosecuting
16 this matter with no guarantee of any payment. The efforts expended by PAGA Counsel to achieve
17 this result include, but are not limited to, the following:

18 a. The investigation of the matter, including meeting with Plaintiff, reviewing
19 Defendant's policies, and requesting and reviewing Plaintiff's time and pay records, personnel
20 files, and exploring the corporate structure of Defendant;

21 b. filing the Actions;

22 c. attending status conferences and meeting and conferring with Defendant
23 regarding the case;

24 d. meeting and conferring with Defendant regarding mediation, exchange of
25 informal discovery beforehand, and negotiating with opposing counsel regarding the parameters
26 thereof;

27 e. selecting a mediator and mediation date;

28

f. working with opposing counsel and expert consultants for the receipt of a representative sampling and analyzing the same with the aid of expert consultants and Plaintiff to perform analyses of liability and exposure prior to attendance of the mediation in this matter;

g. reviewing policy documents from Defendant and researching applicable defenses;

h. preparation of the mediation brief and damages model for use at mediation;

i. attending mediation;

j. communicating with Plaintiff;

k. negotiating, finalizing and fully executing the settlement agreement; and

l. preparing and filing the instant Motion for Approval of PAGA Settlement and supporting documents.

31. WLF's current lodestar reflects the efficiencies achieved by attorneys experienced in this field with 224.4 hours of work resulting in \$194,565.00 in fees. A true and correct copy of Class Counsel's detailed billing records in this matter is attached hereto as **Exhibit 4**. The chart below shows the calculation of hours spent by each of WLF's attorneys on this case:

Attorney	Hours	Hourly Rate	Total
Harry Erganyan	13.5	\$650.00	\$8,775.00
John G. Yslas	36.2	\$1,500.00	\$54,300.00
Aram Boyadjian	39.2	\$600.00	\$23,520.00
Jeffrey Bils	41.1	\$900.00	\$36,990.00
Mariam Nazaretyan	46.3	\$650.00	\$30,095.00
Diego Aviles	48.1	\$850.00	\$40,855.00
TOTAL	224.4		\$194,565.00

32. This amount surpasses the requested fee award of \$38,333.33, resulting in a negative multiplier. This amount does not include the time PAGA Counsel will spend at the PAGA approval hearing and assisting the Settlement Administrator following final approval. PAGA Counsel dedicated significant resources to this case by dividing the tasks required

1 according to skill level. The hours expended by each attorney were not duplicative and reflect
2 the extensive investigation and analysis that was required to achieve this Settlement. This time
3 could have been spent on other potentially lucrative cases. PAGA Counsel's lodestar reflects
4 the efficiencies achieved by attorneys experienced in this field. Moreover, PAGA Counsel has
5 singularly assumed the risk and costs of litigation purely on a contingency basis. And, while
6 Plaintiff is confident in the merits of his claims, a legitimate controversy exists as to each cause
7 of action, posing an actual risk that Plaintiff may not succeed at class certification and/or trial.
8 Any of these obstacles could have prevented recovery completely, meaning PAGA Counsel
9 would have been left with no compensation for all the time and money invested in litigating this
10 case. Despite these risks, PAGA Counsel took this case on a contingency basis so that PAGA
11 Members (a particularly vulnerable group of hourly paid workers) could be compensated for
12 their unpaid wages. Consequently, PAGA Counsel was precluded from focusing on, or taking
13 on, other cases which could have resulted in a larger, and less risky, monetary gain.

14 33. The Court should also consider that PAGA Counsel's efforts have resulted in
15 substantial benefits to the State of California and the PAGA Members, in the form of a significant,
16 non-reversionary settlement fund established to compensate the State of California and the PAGA
17 Members and to punish Defendant for the alleged PAGA violations. Without the efforts of PAGA
18 Counsel, the claims alleged in the complaint would likely have gone without remedy.

19 34. In litigation costs, WLF has incurred \$22,081.35 in expenses on items such as
20 filing fees, service fees, mediation fees, and expert consultant fees, and will incur an additional
21 \$60.00 for this motion's filing fee. Plaintiff therefore seeks to recover \$22,141.35 in total costs.
22 All the costs incurred were reasonable and necessary for the prosecution of this case. The
23 Settlement provides for reimbursement of costs not to exceed \$27,000.00. Settlement Agreement
24 § 3.2.1. Because this is less than the amount provided for in the Settlement Agreement, the
25 remaining \$4,858.65 will therefore revert to the NSA to be distributed as PAGA Penalties to the
26 LWDA and PAGA Members. A true and correct copy of WLF's cost reports in this matter is
27 attached hereto as **Exhibit 5**.

28 35. PAGA Counsel has negotiated a settlement here that they believe is fair,

1 reasonable, and adequate based on their prior experience litigating these types of cases.

2 36. Pursuant to California Labor Code Section 2699(s)(1), Plaintiff submitted a copy
3 of the PAGA Complaint to the LWDA on September 12, 2025. Attached hereto as **Exhibit 6** is a
4 true and correct copy of the submission confirmation for the PAGA Complaint. Pursuant to
5 California Labor Code Section 2699(s)(2), Plaintiff submitted the proposed Settlement Agreement
6 to the LWDA on July 17, 2026. Attached hereto as **Exhibit 7** is a true and correct copy of the
7 submission confirmation for the proposed Settlement Agreement. To date, the LWDA has not
8 responded to or objected to the Settlement in this matter. Plaintiff will submit a copy of the Court's
9 judgment and order approving the Settlement Agreement to the LWDA within ten (10) days after
10 entry of judgment or order.

11 37. WLF has no actual or potential conflict of interest with the PAGA Members in this
12 PAGA Action or with the Settlement Administrator that the Parties agreed to appoint, Apex Class
13 Action Administration.

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

16 Executed on July 31, 2026, at Los Angeles, California.

17
18 
19 _____
John G. Yslas

EXHIBIT 1

WILSHIRE LAW FIRM, PLC

3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010
Tel: (213) 381-9988
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www.wilshirelawfirm.com



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Benjamin H. Haber, Esq.
Christina M. Le, Esq.
Daniel Kramer, Esq.
Arsiné Grigoryan, Esq.
Arrash T. Fattahi, Esq.
Zachary D. Greenberg, Esq.

July 29, 2022

LWDA

Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

Prompt Food Service, Inc.
111 Deerwood Rd., Suite 365
San Ramon, CA 94583
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6372 2015 22

Siddharth K. Chawla
Agent for Service of Process for:
Prompt Food Service, Inc.
111 Deerwood Rd., Suite 365
San Ramon, CA 94583
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6372 2015 39

Re: ***Francisco Duenas Orellana, et al. v. Prompt Food Service, Inc.***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Francisco Duenas Orellana and Ronald Lopez Mendez ("Plaintiffs") to pursue a Labor Code Private Attorneys General Act ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against their former employer, Prompt Food Service, Inc. ("Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiffs and all of Defendant's Aggrieved Employees.

Plaintiffs wish to pursue this action on behalf of themselves as an aggrieved employee, on behalf of the State of California, as well as on behalf of all other persons who worked for Defendant in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Plaintiffs and the Aggrieved Employees suffered the Labor Code violations described below.

Plaintiffs' Employment with Defendant

Defendant owns/owned and operates/operated an industry, business, and establishment within the State of California, including Santa Clara County. As such, and based upon all the facts and circumstances incident to Defendant's business in California, Defendant is subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Plaintiff Francisco Duenas Orellana is a resident of Santa Clara County, California who worked for Defendants in Santa Clara County, California as an hourly-paid, non-exempt employee from approximately November 2021 to approximately April 2022.

Plaintiff Ronaldo Lopez Mendez worked for Defendants in Santa Clara County, California as an hourly-paid, non-exempt employee from approximately December 2021 to approximately March 2022.

During Plaintiffs' employment for Defendants, Defendants paid Plaintiffs an hourly wage and classified them as non-exempt from overtime. Defendants typically scheduled Plaintiffs to work at least five days in a workweek and at least eight hours per day, but Plaintiffs also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Plaintiffs' employment, Defendants failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiffs with legally compliant meal periods, failed to authorize and permit Plaintiffs to take rest periods, failed to timely pay all final wages to Plaintiffs when Defendants terminated their employment, failed to furnish accurate wage statements to Plaintiffs, failed to indemnify Plaintiffs for expenditures, and failed to produce requested employment records. As discussed below, Plaintiffs' experience working for Defendants was typical and illustrative.

Defendant Failed to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the

employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiffs and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendants required Plaintiffs and the Aggrieved Employees to work “off-the-clock,” uncompensated, by, for example, requiring Plaintiffs and the Aggrieved Employees to perform work during uncompensated meal periods and rest periods. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate records of the hours Plaintiffs and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiffs and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendants wrongfully failed to provide Plaintiffs and the Aggrieved Employees with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law (and also including but not limited to failing to provide Plaintiffs and the Aggrieved Employees the opportunity to leave the work premises to take meal periods). Defendants also continued to assert control over Plaintiffs and the Aggrieved Employees by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiffs and the Aggrieved Employees permission to take a meal period under the conditions required by law, and without properly compensating Plaintiffs and the Aggrieved Employees for meal periods that were not provided as required by law. Defendants also never informed Plaintiffs of their right to, nor permitted them to take, a second meal period when Plaintiffs worked at least ten hours of work in a workday and otherwise unlawfully pressured them to waive such breaks. Accordingly, Defendants’ policy and practice was not to provide meal periods to Plaintiffs and the Aggrieved Employees in compliance with California law.

Plaintiffs and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiffs and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiffs and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Defendants have wrongfully failed to authorize and permit Plaintiffs and the Aggrieved Employees to take legally compliant rest periods in a manner required by law (and also including but not limited to failing to authorize and permit Plaintiffs and the Aggrieved Employees the opportunity to leave the work premises to take rest periods). Defendants regularly required Plaintiffs and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiffs and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiffs and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiffs and the Aggrieved Employees permission to take a rest period. Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiffs and the Aggrieved Employees to take rest periods in compliance with California law.

Plaintiffs and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiffs and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiffs and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiffs and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were

entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiffs and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiffs and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiffs seek penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiffs and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Plaintiffs and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiffs and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiffs and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiffs and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee

voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiffs and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiffs and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiffs and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiffs and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional

failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Defendant failed to furnish Plaintiffs and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Defendant violated Labor Code § 226, Plaintiffs and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiffs and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

Moreover, Defendant is liable to Plaintiffs and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Defendant wrongfully required Plaintiffs and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant. Plaintiffs and the Aggrieved Employees regularly paid out-of-pocket for necessary expenses, including, without limitation, work attires. Plaintiffs and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendant, but Defendant failed to indemnify Plaintiffs and the Aggrieved Employees for these employment-related expenses.

As a result, Defendant is liable to Plaintiffs and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Plaintiffs and the Aggrieved Employees for necessary business expenditures.

Failure to Produce Requested Employment Records

Labor Code § 226(c) provides that every employer who receives a written or oral request to inspect or receive a copy of records pursuant to subdivision and (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request. A violation of this subdivision is an infraction. Impossibility of performance, not caused by or a result of a violation of law, shall be an

affirmative defense for an employer in any action alleging a violation of this subdivision. An employer may designate the person to whom a request under this subdivision will be made.

Labor Code § 1198.5 provides that (a) Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee. (b) (1) The employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the records, and the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request. Upon a written request from a current or former employee, or his or her representative, the employer shall also provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer receives the request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to produce a copy of the records, as long as the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request. Except as provided in paragraph (2) of subdivision (c), the employer is not required to make those personnel records or a copy thereof available at a time when the employee is actually required to render service to the employer, if the requester is the employee.

On May 9, 2022, Plaintiff Duenas Orellana sent written requests through his counsel to Defendants for his personnel file, pay records, wage statements, timekeeping records, and other employment-related documents pursuant to Labor Code section 226 and 1198.5. However, Defendants failed to timely produce the requested employment records, in violation of Labor Code sections 226 and 1198.5. Defendants have not produced any of the requested employment records for Mr. Duenas Orellana as of the date of this Complaint.

On May 18, 2022, Plaintiff Lopez Mendez sent written requests through his counsel to Defendants for his personnel file, pay records, wage statements, timekeeping records, and other employment-related documents pursuant to Labor Code section 226 and 1198.5. However, Defendants failed to timely produce the requested employment records, in violation of Labor Code sections 226 and 1198.5. Defendants have not produced any of the requested employment records for Mr. Lopez Mendez as of the date of this Complaint.

As a result, Defendant is liable to Plaintiffs and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 226 and 1198.5 for failing to produce requested employment records.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiffs allege that Defendant violated the following provisions of the Labor

Code with respect to the Aggrieved Employees:

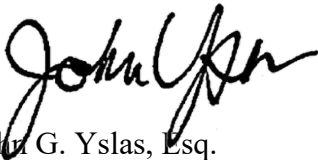
1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing to indemnify for necessary expenditures; and
9. Labor Code § 226 and 1198.5 by failing to produce requested employment records.

Therefore, on behalf of all Aggrieved Employees, Plaintiffs seek applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

Plaintiffs have placed Defendant on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM

A handwritten signature in black ink, appearing to read "John Yslas", written over a horizontal line.

John G. Yslas, Esq.



WILSHIRE LAW FIRM, PLC

3055 WILSHIRE BLVD. 12TH FLOOR

LOS ANGELES, CA 90010

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223140



WILSHIRE LAW FIRM, PLC

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Siddharth K. Chawla
Agent for Service of Process for:
Prompt Food Service, Inc.
111 Deerwood Rd., Suite 365
San Ramon, CA 94583

223140

EXHIBIT 2

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Facsimile: (559) 473-1483

Attorneys for Defendant
Prompt Food Service, Inc.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

FRANCISCO DUENAS ORELLANA and
RONALD LOPEZ MENDEZ, on behalf of
the State of California and other aggrieved
persons,

Plaintiffs,

vs.

PROMPT FOOD SERVICE, INC., a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No. 22CV403853

*Assigned for All Purposes To:
Hon. Theodore C. Zayner
Dept. 7*

PAGA SETTLEMENT AGREEMENT

1 This binding Settlement Agreement (“Agreement”) is made by and between Plaintiff
2 Francisco Duenas Orellana (“Plaintiff”) and Defendant Prompt Food Service, Inc. (“Defendant”)
3 under the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698,
4 *et seq.*, “PAGA”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or
5 individually as “Party.”

6 1. **DEFINITIONS.**

7 1.1 “Administrator” means Phoenix Settlement Administrators, Inc., the neutral entity the
8 Parties have agreed to appoint to administer the Settlement.

9 1.2 “Administration Costs” means the amount the Administrator will be paid from the Gross
10 Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
11 Administrator’s “not to exceed” bid submitted to the Court in connection with the approval of the
12 Settlement.

13 1.3 “Aggrieved Employee” means all current and former hourly-paid, non-exempt
14 employees directly employed by Defendant in the State of California during the PAGA Period.

15 1.4 “Aggrieved Employee Data” means Aggrieved Employee identifying information in
16 Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address,
17 Social Security number, and number of PAGA Pay Periods.

18 1.5 “Aggrieved Employee Address Search” means the Administrator’s investigation and
19 search for current Aggrieved Employee mailing addresses using all reasonably available sources,
20 methods and means including, but not limited to, the National Change of Address database, skip
21 traces, and direct contact by the Administrator with Aggrieved Employees.

22 1.6 “Court” means the Superior Court of California, County of Santa Clara.

23 1.7 “Defense Counsel” means Ian B. Wieland and Charles P. Hamamjian of Sagaser,
24 Watkins & Wieland, PC.

25 1.8 “Effective Date” means the date by which both of the following have occurred: (a) the
26 Agreement is fully executed; and (b) the Court approves this Agreement through entry of Order
27 and Judgment. No money will be distributed unless and until the Effective Date occurs.
28

1.9 “Final Judgment” means the Judgment entered by the Court upon granting approval of the Settlement.

1.1. “Gross Settlement Amount” or “GSA” means \$115,000.00 (one hundred fifteen thousand dollars and zero cents), which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Expenses, the PAGA Representative Service Payments and the Administrator’s Expenses.

1.10 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.11 “Judgment” means the judgment entered by the Court based upon the PAGA Approval.

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

1.13 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.14 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Costs Payment.

1.15 “PAGA” means the Labor Code Private Attorneys General Act of 2004 (Lab. Code, § 2698 et seq.).

1.16 “PAGA Action” means Plaintiff’s lawsuit alleging wage-and-hour violations against Defendant captioned *Francisco Duenas Orellana, et al. v. Prompt Food Service, Inc.*, Case No. 22CV403853 initiated on September 30, 2022, with the Superior Court of the State of California, county of Santa Clara.

1.17 “PAGA Approval” means the Court’s order granting approval of the Settlement.

1.18 “PAGA Counsel” means John G. Yslas, Diego Aviles, Harry Erganyan and Mariam Nazaretyan of the Wilshire Law Firm, P.L.C.

1.19 “PAGA Notice” means Plaintiff’s July 29, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a) (LWDA-CM-898426-22).

1.20 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the PAGA Action.

1.21 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.22 “PAGA Period” means the period from July 29, 2021 through July 12, 2025.

1.23 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.

1.24 “PAGA Representative” or “Plaintiff” means plaintiff Francisco Duenas Orellana.

1.25 “PAGA Representative Service Payment” means the payment to the PAGA Representative for initiating the PAGA Action and providing services in support of the PAGA Action.

1.26 “PAGA Settlement Notice” means the COURT APPROVED NOTICE OF PAGA SETTLEMENT, to be mailed to Aggrieved Employees in English without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.27 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.28 “Released Parties” means Defendant.

1.29 “Settlement” means the disposition of the PAGA Action effected by this Agreement and the Judgment.

2. **RECITALS.**

2.1 On September 30, 2022, Plaintiff filed a complaint for civil penalties under PAGA, alleging Defendant (1) Failed to Pay For All Hours Worked, Including Minimum, Straight Time, and Overtime Wages; (2) Failed to Provide Meal Periods; (3) Failed to Authorize and Permit Rest

Periods; (4) Failed to Pay all Earned Wages Twice Per Month; (5) Failed to Maintain Accurate Records of Hours Worked and Meal Periods; (6) Failed to Timely Pay All Wages at Termination; (7) Failed to Furnish Accurate Itemized Wage Statements; (8) Failed to Indemnify for Necessary Expenditures; and (9) Failed to Produce Requested Employment Records.

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

2.3 On March 12, 2025, the Parties participated in an all-day mediation presided over by mediator Russ Wunderli. With the help of Mr. Wunderli, the Parties were able to reach an agreement on general settlement terms. The Parties memorialized their agreement in a Memorandum of Understanding.

2.4 In advance of mediation, PAGA Counsel conducted a thorough investigation into the facts of, and applicable law to, the PAGA Action. Prior to mediation, Plaintiff obtained and analyzed a representative sampling of time and payroll data for Aggrieved Employees and the necessary policy documents through informal discovery to properly evaluate the strengths and weakness of the claims and engage in meaningful settlement discussions.

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

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant will pay \$115,000.00 (one hundred fifteen thousand dollars and zero cents) to fully settle, resolve, and extinguish all claims asserted in the PAGA Action, including without limitation all claims asserted in the PAGA Notice. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant. Because the payments made under this Agreement will be made with respect to only the PAGA claims for all Aggrieved Employees, this Agreement is not subject to the rules governing the

1 settlement of class or collective actions. Accordingly, the settlement payments shall be distributed
2 without a claims process or an opportunity to object or opt out.

3 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
4 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
5 in the PAGA Approval:

6 3.2.1 To Plaintiff: PAGA Representative Service Payment to Plaintiff of not more than
7 seven thousand five hundred dollars and zero cents (\$7,500.00) in addition to any Individual
8 PAGA Payment the PAGA Representative is entitled to receive as an Aggrieved Employee.
9 Defendant will not oppose Plaintiff's request for a PAGA Representative Service Payment that
10 does not exceed this amount. If the Court approves a PAGA Representative Service Payment less
11 than the amount requested, the Administrator will retain the remainder in the Net Settlement
12 Amount. The Administrator will pay the PAGA Representative Service Payment using IRS Form
13 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the PAGA
14 Representative Service Payment.

15 3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of
16 the Gross Settlement Amount, which is currently estimated to be thirty-eight thousand three
17 hundred thirty-three dollars and thirty-three cents (\$38,333.33) and a PAGA Counsel Litigation
18 Expenses Payment for actual costs, not to exceed twenty-seven thousand dollars and zero cents
19 (\$27,000.00). Defendant will not oppose requests for these payments. If the Court approves a
20 PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than
21 the amounts requested, the Administrator will allocate the remainder to the Net Settlement
22 Amount. Released Parties shall have no liability to PAGA Counsel arising from any claim to any
23 portion of PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The
24 Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment
25 using one or more IRS 1099 Forms.

26 3.2.3 To the Administrator: An Administrator Costs Payment not to exceed three
27 thousand two hundred fifty dollars and zero cents (\$3,250.00) except for a showing of good cause
28 and as approved by the Court. To the extent the Administration Costs are less or the Court

approves payment of less than \$3,250.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 Payments from the Net Settlement Amount ("NSA"): The NSA will be distributed as PAGA Penalties with 75% of the NSA allocated to the LWDA PAGA Payment and 25% of the NSA allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records, Defendant represents there are 100 Aggrieved Employees who worked a total of 3,800 PAGA Pay Periods during the PAGA Period.

4.2 Aggrieved Employee Data. Not later than ten (10) days after the Court grants PAGA Approval, Defendant will deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted Aggrieved Employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee 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 Aggrieved Employee Data.

1 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
2 Amount by transmitting the funds to the Administrator no later than thirty (30) days after the
3 Effective Date.

4 4.4 Payments from the Gross Settlement Amount. Within ten (10) days after Defendant fully
5 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA
6 Payments, the LWDA PAGA Payment, the Administration Costs Payment, the PAGA Counsel
7 Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative
8 Service Payment. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel
9 Litigation Expenses Payment, and the PAGA Representative Service Payment shall not precede
10 disbursement of Individual PAGA Payments.

11 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send
12 them to the Aggrieved Employees via First Class U.S. Mail. The face of each check shall
13 prominently state the date (180 days after the date of mailing) when the check will be voided
14 (“Void Date”). The Administrator will send checks for Individual PAGA Payments to all
15 Aggrieved Employees along with the PAGA Settlement Notice. Before mailing any checks, the
16 Settlement Administrator must update the recipients’ mailing addresses using the National
17 Change of Address Database.

18 4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all
19 other Aggrieved Employees whose checks are returned undelivered without USPS forwarding
20 address. Within seven (7) days of receiving a returned check, the Administrator must re-mail
21 checks to the USPS forwarding address provided or to an address ascertained through the
22 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver
23 checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The
24 Administrator shall promptly send a replacement check to any Aggrieved Employee whose
25 original check was lost or misplaced, requested by the Aggrieved Employee prior to the Void
26 Date.

27 4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed
28 and canceled after the Void Date, the Administrator shall transmit the funds represented by such

checks to a Court approved nonprofit organization or foundation, St. Jude's Children's Hospital ("Cy Pres Recipient"), thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). The Parties, PAGA Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

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

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross Settlement Amount, Plaintiff, Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

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

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

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release,

1 and that if known by him or her would have materially affected his or her settlement
2 with the debtor or Released Party.

3 5.2 Released PAGA Claims: All Aggrieved Employees will release all claims for PAGA
4 civil penalties that are alleged or reasonably could have been alleged based on the facts alleged
5 in the PAGA Action and the PAGA Notice during the PAGA Period. The Released PAGA Claims
6 are those that accrued during the PAGA Period. There shall be no right to opt-out of the settlement
7 by Aggrieved Employees, consistent with California law.

8 6. **MOTION FOR PAGA APPROVAL**. Plaintiff will prepare and file a motion for PAGA
9 approval (“Motion for PAGA Approval”).

10 6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining
11 approval of the Settlement, including: (i) a draft of the notice, and memorandum in support, of
12 the Motion for PAGA Approval that includes an analysis of the underlying Labor Code violations
13 giving rise to PAGA civil penalties that is the subject of this Settlement including approval of the
14 PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order
15 Granting Approval of PAGA Settlement; (iii) a draft proposed PAGA Settlement Notice; (iv) a
16 signed declaration from Plaintiff confirming willingness and competency to serve and disclosing
17 all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees, and/or
18 the Administrator; (v) a signed declaration from PAGA Counsel firm attesting to its competency
19 to represent the Aggrieved Employees; its timely transmission to the LWDA of all necessary
20 PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
21 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
22 subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Aggrieved
23 Employees, and/or the Administrator.

24 6.2 Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible
25 for expeditiously finalizing the Motion for PAGA Approval. PAGA Counsel will obtain a prompt
26 hearing date for the Motion for PAGA Approval, file the Motion for PAGA Approval no later
27 than sixteen (16) court days before the hearing, unless otherwise ordered by the Court, and deliver
28 the Court's PAGA Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for PAGA Approval and/or the supporting declarations and documents, PAGA 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 PAGA Approval or conditions PAGA Approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. **SETTLEMENT ADMINISTRATION.**

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

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 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.

7.4.1 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide PAGA 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 fifteen (15) days

before any deadline set by the Court, the Administrator will prepare, and submit to PAGA Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. PAGA Counsel is responsible for filing the Administrator's declaration in Court.

8. **AGGRIEVED EMPLOYEES SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Defendant represents there are 100 Aggrieved Employees who worked a total of 3,800 pay periods during the PAGA Period. If, on final calculation, the total number of pay periods at issue for the Aggrieved Employees during the PAGA Period is greater than 10% of the represented number of pay periods (i.e. greater than 4,180 pay periods), then Defendant shall have to option to either: (1) increase the Gross Settlement Amount proportionally by the pay periods worked in excess of 4,180 by multiplying the excess pay periods by the per pay period value; or (2) shorten the PAGA Period end date at the point at which the number of unique pay periods is no more than 10% above 3,800 unique pay periods (or 4,180 pay periods). If this provision is triggered so as to increase the Gross Settlement Amount, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third (1/3) of the Gross Settlement Amount after the upward adjustment required by this provision is implemented. If the Escalator Clause is triggered, Defendant shall select an option prior to the filing for PAGA Approval.

9. **AMENDED JUDGMENT.** If any amended judgment is required by the Court, the Parties will work together in good faith to jointly submit a proposed amended judgment.

10. **ADDITIONAL PROVISIONS.**

10.1 **No Admission of Liability 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 PAGA Action has merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the PAGA Action has merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason, the Court does grant approval of the

1 Settlement, or enter Judgment, Defendant reserves all available defenses to the claims in the
2 PAGA Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement,
3 this Agreement and Parties' willingness to settle the PAGA Action will have no bearing on, and
4 will not be admissible in connection with, any litigation (except for proceedings to enforce or
5 effectuate the Settlement and this Agreement).

6 10.2 Confidentiality Prior to Preliminary Approval. Plaintiff, PAGA Counsel, Defendant, and
7 Defense Counsel separately agree that, until the Motion for PAGA Approval of Settlement is
8 filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
9 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
10 or indirectly, specifically or generally, to any person, corporation, association, government
11 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
12 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
13 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
14 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
15 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,
16 inquiry, or subpoena seeking such information. Plaintiff, PAGA Counsel, Defendant, and Defense
17 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
18 communication, before the filing of the Motion for PAGA Approval, with any third party
19 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
20 "the matter was resolved," or words to that effect. This paragraph does not restrict PAGA
21 Counsel's communications with Aggrieved Employees in accordance with PAGA Counsel's
22 ethical obligations owed to Aggrieved Employees.

23 10.3 No Solicitation. The Parties separately agree that they and their respective counsel and
24 employees will not solicit any Aggrieved Employee to opt out of or object to the Settlement, or
25 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict PAGA
26 Counsel's ability to communicate with Aggrieved Employees in accordance with Defense
27 Counsel's and PAGA Counsel's ethical obligations and PAGA Counsel's fiduciary duties owed
28 to Aggrieved Employees.

1 10.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
2 together with its attached exhibits shall constitute the entire agreement between the Parties
3 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
4 inducements made to or by any Party.

5 10.5 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
6 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
7 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
8 its terms, and to execute any other documents reasonably required to effectuate the terms of this
9 Agreement including any amendments to this Agreement.

10 10.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
11 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
12 Settlement Agreement, submitting supplemental evidence and supplementing points and
13 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
14 or content of any document necessary to implement the Settlement, or on any modification of the
15 Agreement that may become necessary to implement the Settlement, the Parties will seek the
16 assistance of a mediator and/or the Court for resolution.

17 10.7 No Prior Assignments. The Parties separately represent and warrant that they have not
18 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
19 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
20 action, or right released and discharged by the Party in this Settlement.

21 10.8 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are
22 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
23 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
24 Part 10, as amended) or otherwise.

25 10.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
26 modified, changed, or waived only by an express written instrument signed by all Parties or their
27 representatives, and approved by the Court.
28

1 10.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
2 to the benefit of, the successors of each of the Parties.

3 10.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
4 governed by and interpreted according to the internal laws of the state of California, without
5 regard to conflict of law principles.

6 10.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
7 of this Agreement. This Agreement will not be construed against any Party on the basis that the
8 Party was the drafter or participated in the drafting.

9 10.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
10 entered during Action and in this Agreement relating to the confidentiality of information shall
11 survive the execution of this Agreement.

12 10.14 Headings. The descriptive heading of any section or paragraph of this Agreement is
13 inserted for convenience of reference only and does not constitute a part of this Agreement.

14 10.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
15 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
16 weekend or federal legal holiday, such date or deadline shall be on the first business day
17 thereafter.

18 10.16 Notice. All notices, demands, or other communications between the Parties in
19 connection with this Agreement will be in writing and deemed to have been duly given as of the
20 third business day after mailing by United States mail, or the day sent by email or messenger,
21 addressed as follows:

22 To Plaintiff:

23 John G. Yslas
24 john.yslas@wilshirelawfirm.com
25 Diego Aviles
26 diego.aviles@wilshirelawfirm.com
27 Harry Erganyan
28 harry.erganyan@wilshirelawfirm.com
 Mariam Nazaretyan
 mariam.nazaretyan@wilshirelawfirm.com
 Lisa B. Iturriaga

1 lisa.iturriaga@wilshirelawfirm.com
2 **WILSHIRE LAW FIRM**
3 660 S. Figueroa St., Sky Lobby
4 Los Angeles, California 90017
5 Telephone: (213) 381-9988
6 Facsimile: (213) 381-9989

7 To Defendant:

8 Ian B. Wieland
9 Charles P. Hamamjian
10 SAGASER, WATKINS & WIELAND, PC
11 5260 North Palm Avenue, Suite 400
12 Fresno, California 93704
13 Telephone: (559) 421-7000
14 Facsimile: (559) 473-1483

15 10.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts
16 by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this Agreement
17 shall be accepted as an original. All executed counterparts and each of them will be deemed to be
18 one and the same instrument if counsel for the Parties will exchange between themselves signed
19 counterparts. Any executed counterpart will be admissible in evidence to prove the existence and
20 contents of this Agreement.

21 10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
22 litigation shall be stayed, except to effectuate the terms of this Agreement.

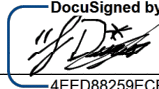
23 10.19 Binding Agreement. The Parties warrant that they understand and have full authority to
24 enter into this settlement, and further intended that this Agreement will be fully enforceable and
25 binding on all Parties and agree that it will be admissible and subject to disclosure in any
26 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
27 otherwise might apply under federal or state law. The Court may award reasonable attorneys' fees
28 and costs to the prevailing party in any motion or action taken and based on an alleged violation
of any material term of this Agreement.

IT IS SO AGREED.

By the Parties:

1
2 DATED: 1/28/2026

DocuSigned by:



4EED88259ECE4EF...

Plaintiff Francisco Duenas Orellana

4
5 DATED:

Defendant Prompt Food Service, Inc.

7 By:

8 Position:

9 Approved by counsel:

10 DATED: 1/28/2026

WILSHIRE LAW FIRM

12
13 BY:

John G. Yslas

Diego Aviles

Counsel for Plaintiff Francisco Duenas Orellana

15
16 DATED:

SAGASER, WATKINS & WIELAND, PC

18 BY:

Ian B. Wieland

Charles P. Hamamjian

Counsel for Defendant Prompt Food Service, Inc.

1
2 DATED: _____

3 Plaintiff Francisco Duenas Orellana

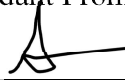
4 DATED: 3/17/26

5 Anthony Murray



6 Defendant Prompt Food Service, Inc.

7 By: _____



8 Position: District Manager

9 Approved by counsel:

10 DATED:

11 WILSHIRE LAW FIRM

12 BY: _____

13 John G. Yslas

14 Diego Aviles

15 Counsel for Plaintiff Francisco Duenas Orellana

16 DATED: 3/18/2026

17 SAGASER, WATKINS & WIELAND, PC

18 BY: _____



19 Ian B. Wieland

20 Charles P. Hamamjian

21 Counsel for Defendant Prompt Food Service, Inc.

Exhibit A

COURT APPROVED NOTICE OF PAGA SETTLEMENT

Francisco Duenas Orellana, et al. v. Prompt Food Service, Inc.

Superior Court of the State of California, County of Santa Clara

Case No. 22CV403853

<<EmployeeName>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip Code>>

XX - XX - <<W9SSN>>

I. NOTICE OF PAGA SETTLEMENT

The Superior Court of the State of California, County of Santa Clara (the “Court”) has approved a settlement in the above-captioned action filed by Francisco Duenas Orellana (“Plaintiff”) on behalf of himself and all other Aggrieved Employees.

In this lawsuit, Plaintiff claims defendant Prompt Food Service, Inc. (“Defendant”) violated California’s wage and hour laws and is therefore liable for penalties under the Private Attorneys General Act (“PAGA”). Specifically, Plaintiff alleges that Defendant: (1) failed to pay for all hours worked, including minimum, straight time, and overtime wages; (2) failed to provide meal periods; (3) failed to authorize and permit rest periods; (4) failed to pay all earned wages twice per month; (5) failed to maintain accurate records of hours worked and meal periods; (6) failed to timely pay all wages at termination; (7) failed to timely furnish accurate itemized wage statements; (8) failed to indemnify for necessary expenditures; and (9) failed to produce requested employment records. Plaintiff is solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other Aggrieved Employees under PAGA.

The Court has not made a determination about Plaintiff’s claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

Defendant maintains that it was in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation. Defendant denies the allegations in the lawsuit, denies any failure to comply with the laws identified in the lawsuit and denies any liability for the causes of action alleged.

You are receiving this Notice because you are in the group of employees referred to as “Aggrieved Employees,” which is defined as:

“All current and former hourly-paid, non-exempt employees directly employed by Defendant in the State of California at any time during the period beginning July 29, 2021 through July 12, 2025.”

The “PAGA Period” is defined as July 29, 2021 through July 12, 2025.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

Defendant's records show that you worked <<PayPeriods>> pay periods during the PAGA Period. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period is 3,800.

Your enclosed individual PAGA payment is <<CheckAmount>>.

Each individual PAGA payment was calculated on a pro rata basis (i.e., proportional) based on the number of pay periods worked by each Aggrieved Employee in the PAGA Period divided by the total number of pay periods worked by all Aggrieved Employees.

III. RELEASE

"Released Parties" means Defendant.

The Court has approved the Parties' Settlement Agreement ("Settlement"). By operation of the Settlement's terms, all Aggrieved Employees will release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, in the PAGA Action and the PAGA Notice, including but not limited to, claims for PAGA civil penalties for: (1) failure to pay for all hours worked, including minimum, straight time, overtime wages and off the clock work; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods; (4) failure to pay all earned wages twice per month; (5) failure to maintain accurate records of hours worked and meal periods; (6) failure to timely pay all wages at termination; (7) failure to timely furnish accurate itemized wage statements; (8) failure to indemnify for necessary expenditures; and (9) failure to produce requested employment records. Aggrieved Employees, other than Plaintiff, will not be deemed to have released any non-PAGA individual claims by virtue of this Agreement ("PAGA Released Claims").

This release applies only to PAGA penalty claims that accrued during the PAGA Period. There shall be no right to opt-out of the settlement by Aggrieved Employees, consistent with California law.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, Phoenix Class Action Administration Solutions, toll free at 1() with any questions.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to a nonprofit, St. Jude's Children's Hospital.

If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement and/or to report a change of address.

EXHIBIT 3



ELM Solutions

2025 Real Rate Report[®] powered by LegalVIEW[®] DynamicInsights

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

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LEGAL CAVEAT

Wolters Kluwer ELM Solutions has worked to ensure the accuracy of the information in this report powered by LegalVIEW DynamicInsights; however, we cannot guarantee accuracy in all cases. Neither this report nor LegalVIEW DynamicInsights constitute legal, accounting, or professional advice and should not be used as such. This material should not be construed as a substitute for professional advice based on specific facts or circumstances. ELM Solutions is not responsible for any claims or losses arising from reliance on the information or recommendations included in this solution. [View terms of use.](#)

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NOTE:

You may experience an issue that can sometimes occur in PDF viewer. Thin lines (like table borders) may appear to “disappear” or look broken when zoomed out in a PDF viewer. This is usually a display/rendering issue rather than a problem with the actual content of the PDF.

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- Open the PDF in Acrobat and go to Edit > Preferences > Page Display.
- Uncheck Enhance thin lines (if it's checked).
- Restart Acrobat and reopen the PDF.

A Letter to Our Readers

Welcome to the latest edition of the Real Rate Report®, the legal industry's most trusted benchmark for legal billing rates.

Since 2010, the Real Rate Report has helped legal departments and law firms make smarter decisions about pricing, resourcing, and vendor management. That hasn't changed. What has changed is how we deliver those insights.

This year, the Real Rate Report is powered by LegalVIEW® DynamicInsights—our new digital-first platform that brings the same trusted LegalVIEW data to life in a more interactive, flexible, and timely way. Leveraging Wolters Kluwer's LegalVIEW database, with over \$200B in anonymized, approved, invoice data, LegalVIEW DynamicInsights offers dynamic filters, quarterly updates, and calendar-year alignment to help users tailor benchmarks to their unique needs, on demand.

The Real Rate Report remains a vital snapshot of the market, and we know many of you rely on it as a reference tool. But DynamicInsights goes further. It enables deeper exploration of rate trends by role, experience, geography, practice area, industry, and more. Whether you're negotiating rates, evaluating law firm performance, or planning budgets, DynamicInsights gives you the agility and precision today's legal environment demands.

As always, we welcome your feedback and thank our data contributors for making this work possible. We're proud to be your partner in legal analytics and look forward to continuing to deliver insights that drive better business outcomes.

Sincerely,



Brian Jorgenson

Vice President, Product Management
Wolters Kluwer ELM Solutions

Real Rate Report Overview

The Real Rate Report is powered by LegalVIEW DynamicInsights, a web-based solution that delivers dynamic, invoice-backed insights through approved legal billing rates. It enables legal professionals to analyze rate trends by role, experience, industry, geography, practice area, and more using the world's largest repository of legal spend data.

DynamicInsights leverages the same trusted LegalVIEW database that has powered the Real Rate Report for years, now encompassing over \$200B+ in anonymized, approved legal invoice data. As with previous Real Rate Reports, our data is sourced from corporations' and law firms' e-billing and time management solutions. We have included lawyer and paralegal rate data filtered by specific practice and sub-practice areas, metropolitan areas, and types of matters. This level of granularity gives legal departments and law firms the precision they need to identify areas of opportunity.

What's different with DynamicInsights?

Same source, same methodology: DynamicInsights uses the same rigorous data validation and methodology as the Real Rate Report.

- **Enhanced flexibility:** With dynamic filters, DynamicInsights enables users to tailor benchmarks to their unique needs and on demand.
- **Full year data:** DynamicInsights now aligns to a calendar year view—January through December—replacing the previous July-to-June format used in the Real Rate Report, reducing confusion and improving consistency across reporting periods.
- **More up to date:** Unlike the annual and static Real Rate Report, DynamicInsights is refreshed quarterly, offering more timely insights.
- **Digital-first access:** Delivered via a secure online interface, users can interact with the data, bookmark views, and share insights in real time.

DynamicInsights provides the same level of credibility and analytical power long trusted in the Real Rate Report with more agility and transparency for today's legal environment.

2025 Real Rate Report use considerations

- 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 DynamicInsights and this report are derived 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.

Legal departments 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.

Examples of data to consider when reviewing rates:

- **Industry** – Compare spend and rate trends across various industries
- **Practice area** – Analyze cost variations in different legal practice areas
- **Detailed practice area** – Drill down into niche legal specialties for precise benchmarking
- **Am Law** – Benchmark against top-ranked law firms for competitive rate analysis
- **City** – Understand rate trends in specific metropolitan areas
- **Country** – Gain a global perspective on legal costs and spend management
- **Role** – Assess legal spend distribution across different law firm roles

Real Rate Report Overview

Understanding key statistical terms

To help interpret the legal rate data presented in DynamicInsights and this report, it's important to understand the statistical measures used. Below are definitions of the core metrics:

- **Mean (average):** The sum of all rate values divided by the total number of values added. It provides a general sense of the central tendency of the rates but can be influenced by extreme values (outliers).
- **Median:** The middle value when all rates are arranged in ascending order. If there is an even number of rates being analyzed, the median is the average of the two middle rates. It is a robust measure of central tendency of rates that is less affected by outliers.
- **First quartile (Q1):** The value below which 25% of the rates fall. It marks the lower boundary of the middle 50% of the rates and helps identify the lower range of typical values.
- **Third quartile (Q3):** The value below which 75% of the rates fall. It marks the upper boundary of the middle 50% of the rates and helps identify the upper range of typical values.
- **n:** The number of unique timekeepers contributing to the data.

These metrics are used to provide a more nuanced view of legal rates, helping users identify trends, outliers, and benchmarks across various dimensions.

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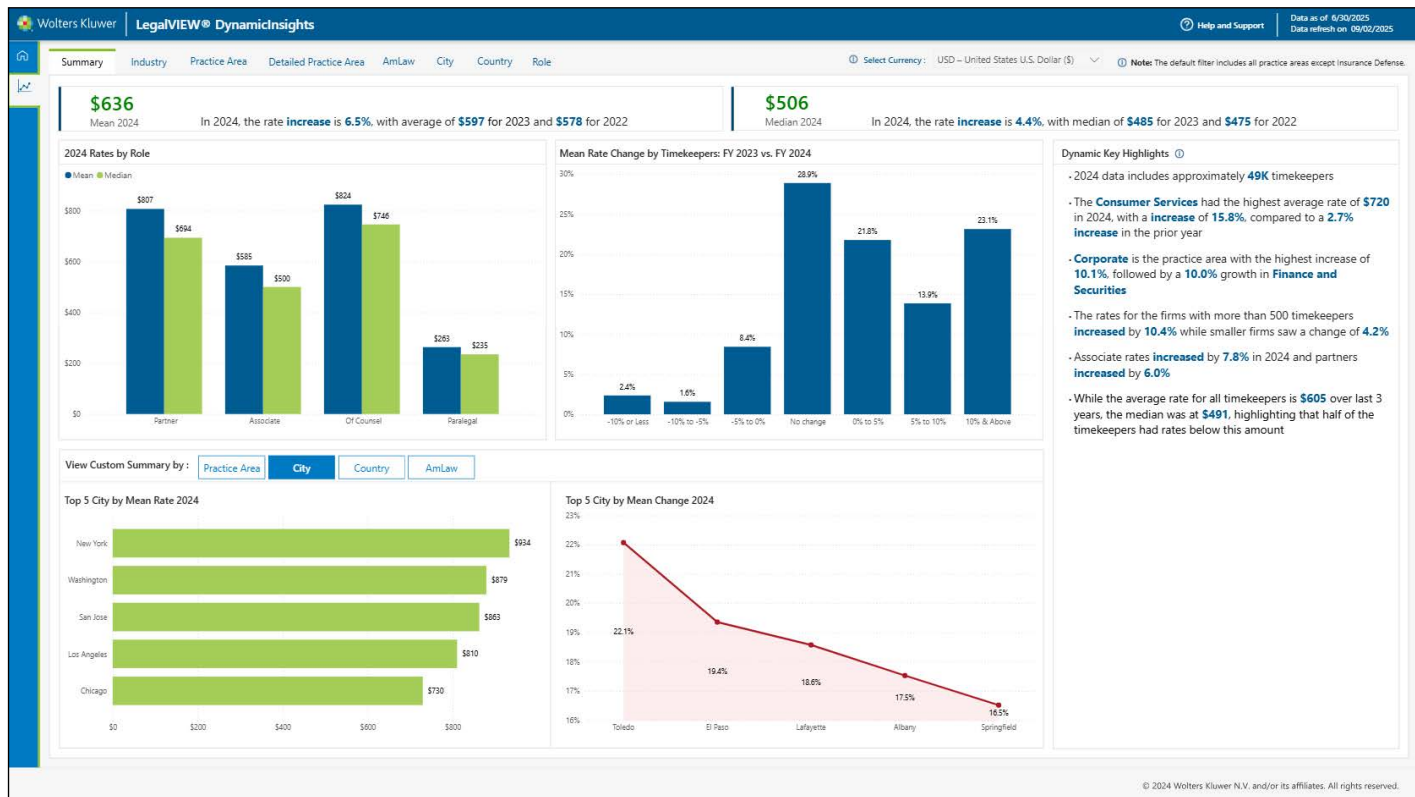
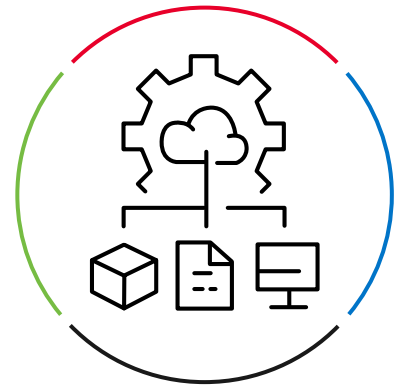


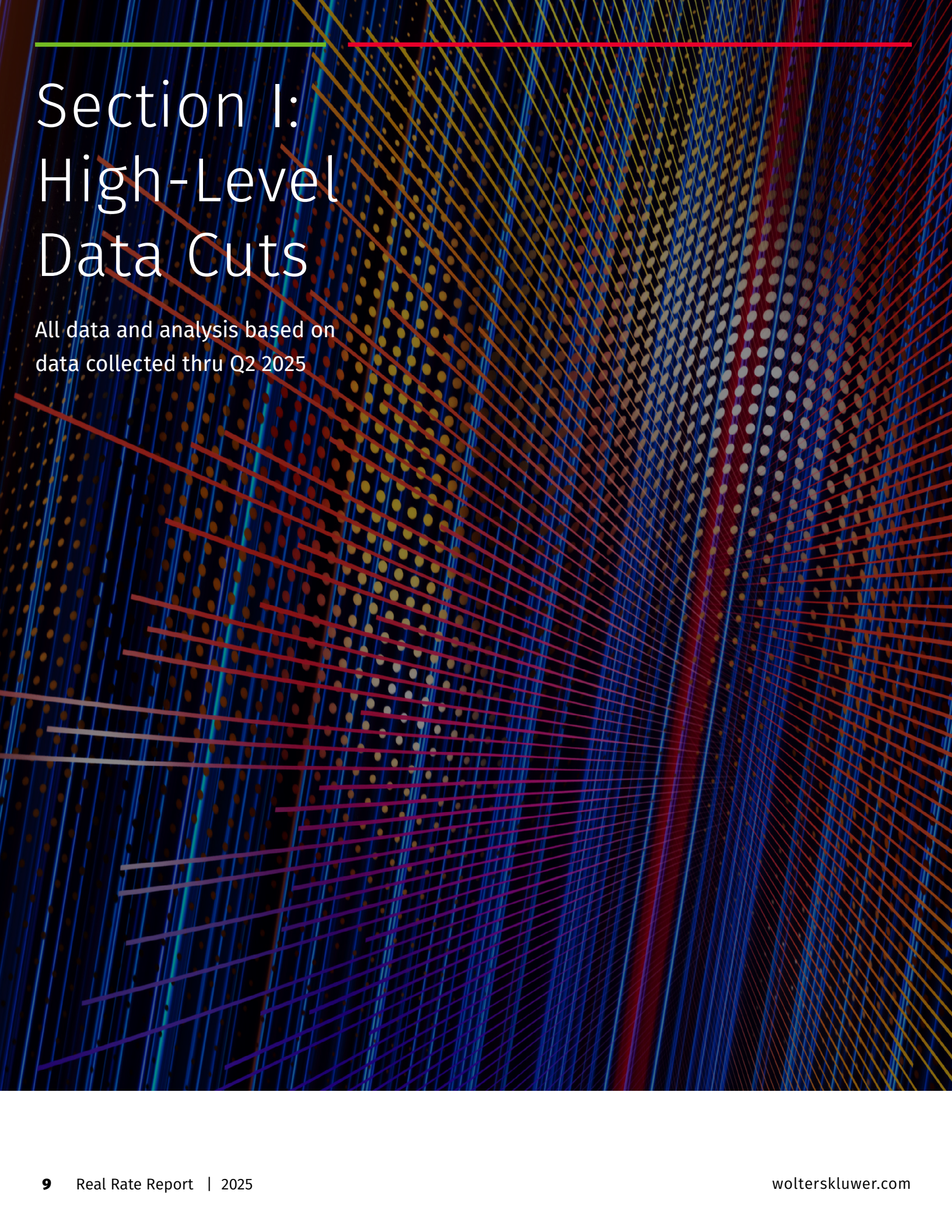
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Legal rates keep climbing and 2026 will be no exception. Stay ahead with award-winning insights designed to give your team the edge in every negotiation.

Data that wins awards...and rate negotiations

- **Unmatched Data Power:** Leverages over **\$200B** in invoice-backed legal spend data to deliver deep, actionable insights.
- **Strategic Legal Spend Management:** Empowers legal teams to negotiate smarter, plan more effectively, and control costs with greater precision.
- **Enhanced Transparency & Collaboration:** Strengthens law firm-client relationships through data-driven transparency and benchmarking.
- **Insight-Driven Decision Making:** Enables analysis across key dimensions to support strategic negotiations and financial optimization.





Section I: High-Level Data Cuts

All data and analysis based on
data collected thru Q2 2025

Section I: High-Level Data Cuts

Cities

By Matter Type

2025 Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2025	2024	2023
San Francisco CA	Litigation	Partner	106	\$400	\$718	\$1,378	\$908	\$819	\$803
		Associate	80	\$385	\$666	\$875	\$683	\$652	\$614
	Non-Litigation	Partner	132	\$445	\$689	\$1,249	\$856	\$868	\$788
		Associate	97	\$335	\$550	\$922	\$640	\$664	\$593
San Jose CA	Litigation	Partner	23	\$650	\$800	\$1,250	\$998	\$1,024	\$1,011
		Associate	20	\$625	\$815	\$1,030	\$852	\$802	\$721
	Non-Litigation	Partner	33	\$745	\$950	\$1,266	\$1,033	\$1,104	\$1,108
		Associate	27	\$527	\$610	\$966	\$718	\$709	\$701
Seattle WA	Litigation	Partner	57	\$520	\$902	\$925	\$790	\$719	\$628
		Associate	29	\$425	\$653	\$700	\$586	\$518	\$475
	Non-Litigation	Partner	119	\$402	\$615	\$925	\$694	\$635	\$652
		Associate	79	\$307	\$445	\$676	\$496	\$484	\$467



Section II: Industry Analysis

All data and analysis based on
data collected thru Q2 2025

Section II: Industry Analysis

Consumer Services

By Detailed Practice Area and Matter Type

2025 - Real Rates for Associate and Partner

Trend Analysis - Mean

Practice Area	Matter Type	Role	n	First Quartile	Median	Third Quartile	2025	2024	2023
Employment and Labor: Discrimination, Retaliation and Harassment / EEO	Litigation	Partner	27	\$393	\$495	\$613	\$509	\$463	\$436
		Associate	19	\$400	\$475	\$493	\$437	\$387	\$370
Employment and Labor: Other	Litigation	Partner	24	\$564	\$692	\$1,252	\$956	\$782	\$683
		Associate	14	\$384	\$469	\$564	\$553	\$484	\$458
	Non-Litigation	Partner	25	\$450	\$574	\$695	\$579	\$573	\$548
		Associate	25	\$397	\$450	\$525	\$465	\$472	\$456
Intellectual Property: Patents	Non-Litigation	Partner	41	\$350	\$595	\$691	\$605	\$652	\$634
		Associate	51	\$208	\$373	\$517	\$382	\$378	\$389
Real Estate: Leasing	Non-Litigation	Partner	17	\$410	\$539	\$865	\$616	\$664	\$667
		Associate	10	\$278	\$404	\$617	\$482	\$444	\$478
Real Estate: Other	Non-Litigation	Partner	58	\$480	\$626	\$940	\$694	\$612	\$540
		Associate	39	\$320	\$460	\$733	\$503	\$468	\$415

EXHIBIT 4

Duenas Orellana, et al. v. Prompt Food Service, Inc.

Detailed Billing

Harry Erganyan:

Date Completed	Task Completed	Attorney	Hours
06/26/2024	Review of personnel file.	HE	1.5
07/09/2024	Researching mediators proposed by Defendant.	HE	1.2
07/19/2024	Email follow up to OC re joint report	HE	0.1
07/20/2024	Checking case deadlines and reviewing all calendar entries.	HE	1.2
10/15/2024	Mediation document checklist and strategizing re exposure	HE	1.6
10/17/2025	Reviewing draft joint report	HE	0.2
10/17/2025	Emailing OC re Joint Report and requesting update.	HE	0.2
10/17/2025	Filing Joint Report	HE	0.2
11/12/2024	Reviewing Defendant's data production re mediation	HE	3.5
03/08/2025	Review of draft mediation brief and exhibits along with Defendant's production and expert report	HE	3.8

Mariam Nazaretyan:

Date Completed	Task Completed	Attorney	Hours
06/25/2024	Review of case file.	MN	2.0
07/05/2024	Email to opposing counsel regarding mediation.	MN	0.1
07/08/2024	Draft stipulation continuing arbitration deadlines and dates.	MN	1.0
07/08/2024	Emails to opposing counsel regarding mediation.	MN	0.1
07/08/2024	Email to opposing counsel regarding draft stipulation continuing arbitration deadlines and dates.	MN	0.2
07/10/2024	Email to staff to calendar mediation date and deadlines.	MN	0.1
07/11/2024	Emails to opposing counsel regarding mediation.	MN	0.1

07/15/2024	Emails to mediator's case manager.	MN	0.2
07/18/2024	Draft joint reports in the class and PAGA actions.	MN	0.9
07/18/2024	Email to opposing counsel regarding the joint reports.	MN	0.1
10/15/2024	Email to opposing counsel regarding mediation production.	MN	0.1
10/28/2024	Email to opposing counsel regarding mediation production.	MN	0.1
11/01/2024	Call with client regarding mediation.	MN	0.3
11/01/2024	Email to opposing counsel regarding mediation production.	MN	0.1
11/06/2024	Call with opposing counsel regarding mediation.	MN	0.3
11/06/2024	Review of Plaintiffs' produced pay records.	MN	0.5
11/07/2024	Call with client regarding mediation.	MN	1.1
11/11/2024	Draft mediation brief.	MN	1.9
11/11/2024	Review of mediation production.	MN	1.0
11/14/2024	Email to staff to save document.	MN	0.1
12/2/2024	Email to staff to calendar continued mediation date.	MN	0.1
12/5/2024	Emails to arbitrator's case manager.	MN	0.2
12/11/2024	Draft joint reports in the class and PAGA actions.	MN	0.9
12/11/2024	Email to opposing counsel regarding the joint reports.	MN	0.1
12/12/2024	Email to opposing counsel regarding the joint reports.	MN	0.1
12/12/2024	Email to staff to file the joint reports.	MN	0.1
12/16/2024	Email to staff to calendar continued CMC hearing.	MN	0.1
12/16/2024	Email to staff to calendar continued arbitration conference call.	MN	0.1
01/29/2025	Email to opposing counsel regarding mediation production.	MN	0.1
02/06/2025	Email to opposing counsel regarding mediation production.	MN	0.1
02/18/2025	Email to opposing counsel regarding mediation production.	MN	0.1

02/18/2025	Email to expert.	MN	0.1
02/20/2025	Emails to opposing counsel regarding mediation production.	MN	0.2
02/24/2025	Email to opposing counsel regarding mediation production.	MN	0.1
02/26/2025	Email to opposing counsel regarding mediation production.	MN	0.1
02/27/2025	Email to opposing counsel regarding mediation production.	MN	0.1
02/27/2025	Email to staff to calendar continued final arbitration status conference call.	MN	0.1
03/03/2025	Email to opposing counsel regarding mediation production.	MN	0.1
03/03/2025	Emails to expert.	MN	0.2
03/04/2025	Continued draft mediation brief.	MN	1.3
03/04/2025	Emails to expert.	MN	0.2
03/04/2025	Email to opposing counsel regarding mediation production.	MN	0.1
03/05/2025	Review of expert analysis.	MN	0.8
03/05/2025	Continued draft mediation brief.	MN	0.9
03/06/2025	Continued draft mediation brief.	MN	2.4
03/06/2025	Email to opposing counsel regarding mediation production.	MN	0.1
03/07/2025	Continued draft mediation brief.	MN	1.6
03/07/2025	Emails to client.	MN	0.2
03/07/2025	Call with client regarding mediation.	MN	0.4
03/07/2025	Email to DA regarding the draft mediation brief.	MN	0.1
03/10/2025	Finalized mediation brief.	MN	1.3
03/10/2025	Email mediation brief to mediator.	MN	0.1
03/12/2025	Attendance at mediation.	MN	7.5
03/12/2025	Draft MOU.	MN	1.8
03/12/2025	Call with client.	MN	0.4
04/09/2025	Draft joint reports for class and PAGA actions.	MN	0.9
04/09/2025	Email to opposing counsel regarding the joint reports.	MN	0.1

04/10/2025	Email to opposing counsel regarding the joint reports.	MN	0.1
04/10/2025	Email to staff to file the joint reports.	MN	0.1
04/11/2025	Email to staff to calendar continued CMC hearing.	MN	0.1
06/12/2025	Email to administrators regarding bids for settlement administration.	MN	0.2
07/10/2025	Draft joint reports for class and PAGA actions.	MN	0.9
07/10/2025	Email to opposing counsel regarding the joint reports.	MN	0.2
07/10/2025	Email to staff to file the joint reports.	MN	0.1
07/14/2025	Email to client.	MN	0.1
07/16/2025	Review of docket and email to staff to calendar continued CMC hearing.	MN	0.3
07/29/2025	Email to client.	MN	0.1
09/22/2025	Email to administrator.	MN	0.1
10/24/2025	Draft long form settlement agreement.	MN	2.5
10/24/2025	Draft class notice.	MN	1.0
10/27/2025	Email to opposing counsel regarding the MOU.	MN	0.1
10/31/2025	Emails to opposing counsel regarding the MOU.	MN	0.2
11/7/2025	Email to opposing counsel the fully executed MOU.	MN	0.1
11/11/2025	Edits to the draft long-form settlement agreement.	MN	0.7
12/12/2025	Email to opposing counsel regarding the draft long-form settlement agreement.	MN	0.1
12/29/2025	Review of opposing counsel's edits to the long-form settlement agreement.	MN	0.4
12/29/2025	Edits to the long-form settlement agreement.	MN	0.2
12/29/2025	Email to opposing counsel regarding the long-form settlement agreement.	MN	0.1
01/28/2026	Email to opposing counsel regarding the long-form settlement agreement.	MN	0.1
01/29/2026	Email to opposing counsel regarding the long-form settlement agreement.	MN	0.1

02/10/2026	Email to opposing counsel regarding the long-form settlement agreement.	MN	0.1
02/17/2026	Email to opposing counsel regarding the long-form settlement agreement.	MN	0.1
02/24/2026	Email to opposing counsel regarding the long-form settlement agreement.	MN	0.1
02/26/2026	Draft joint report.	MN	0.5
02/26/2026	Email to opposing counsel regarding the long-form settlement agreement and joint report.	MN	0.1
02/27/2026	Email to opposing counsel regarding the joint report.	MN	0.1
02/27/2026	Email to staff to file the joint reports.	MN	0.1
03/17/2026	Email to opposing counsel regarding the long-form settlement agreement.	MN	0.1
07/20/2026	Draft motion to withdraw as counsel in the class action.	MN	1.8
07/20/2026	Draft motion to withdraw as counsel in the PAGA action.	MN	1.8
07/20/2026	Email to staff to file and serve the two motions.	MN	0.1

John G. Yslas:

Date Completed	Task Completed	Attorney	Hours
9/20/2022	Analysis re arbitration agreements	JY	0.4
9/21/2022	Analysis pertaining to issues concerning arbitration agreement and potential motion	JY	1.9
7/29/2022	Analysis and review of law and facts related to complaint	JY	1.5
7/29/2022	Follow up research related to law related to meal and rest and off the clock issues	JY	0.4
9/26/2022	Analysis re defense letter re arbitration and review facts and law	JY	0.6
1/5/2023	Follow up analysis re arbitration agreements and research law and facts re the same	JY	0.9
1/6/2023	Related follow up on the agreements and implications of the same	JY	1.4

1/7/2023	Review court orders and respond to defendant re motion to compel arbitration agreement and related issues	JY	2.8
9/28/2022	Analysis, review of facts and law regarding the Prompt Food Services PAGA complaint	JY	1.9
9/29/2022	Analysis, review and revisions, analyze facts and law and evaluation of PAGA complaint	JY	1.8
12/1/2022	Analysis re arbitration agreement and joint statement issues	JY	0.9
12/2/2022	Follow up and finalize ISC statement	JY	0.2
12/5/2022	Prepare for case management conference including reviewing of statement, facts and law	JY	0.9
12/5/2022	Analysis concerning the state of the case and prepare draft CMC statement	JY	0.9
9/13/2023	Analysis and finalize CMC statement and engage in other analysis in preparation for CMC	JY	0.9
9/20/2023	Analysis and review of law and facts to prepare for the status conference; attend the status conference; analysis re next steps	JY	0.7
5/9/2023	Analysis and review of opposition to motion to compel arbitration	JY	1.6
5/26/2023	Analysis re issues re reply brief re motion to compel arbitration	JY	1.2
8/17/2023	Analysis re tentative ruling on motion to compel arbitration and next steps	JY	1.5
9/13/2023	Analysis and input on demand for arbitration	JY	1.9
9/15/2023	Analysis of status of case and strategize re next steps	JY	1.5
3/3/2024	Analysis, research and evaluation re facts and mediation issues	JY	3.4
3/11/2025	Prepare for mediation including reviewing facts and law and related analysis	JY	2.6
3/12/2025	Prepare for and analysis and input on mediation and re agreement issues	JY	4.4

Diego Aviles:

Date Completed	Task Completed	Attorney	Hours
06/05/24	Case File Review	DA	2.5
06/06/24	Review of case deadlines	DA	0.8
06/06/24	Access to JAMS Case Portal credentials	DA	0.4
06/07/24	Review of client documents	DA	0.8
06/07/24	Review of Mediation Documents needed	DA	3.5
07/08/24	Review and edits to joint stipulation re: arbitration	DA	0.4
07/09/24	Review of email correspondence with JAMS provider re: service list	DA	0.2
07/09/24	Research of proposed mediator Russ Wunderli for mediation and confirmation of mediation date	DA	0.6
07/15/24	Review of correspondence with mediator's office re: rescheduling of mediation to November 13, 2024	DA	0.2
07/18/24	Litigation Strategy Discussion re mediation	DA	0.8
07/19/24	Review and edits to Case Management Statement	DA	0.3
07/22/24	Review of Court Order re: rescheduled CMC	DA	0.2
07/25/24	Email correspondence to mediator's office confirming rescheduled mediation date	DA	0.2
08/07/24	Review and approval of mediation invoice	DA	0.2
08/08/24	Correspondence with expert re confirmation of upcoming mediation and pending data	DA	0.2
08/09/24	Review of correspondence from mediator Russ Wunderlie re: mediation brief deadlines and scheduling of teleconference	DA	0.3
08/26/24	Correspondence with JAMS Case Manager re: status of mediation	DA	0.2
10/15/24	Review of case file documents and strategy on further documents needed for mediation	DA	0.4

10/23/24	Email correspondence to counsel for Defendant re missing data production for mediation	DA	0.2
10/28/24	Email correspondence with Defendant re mediation	DA	0.2
10/29/24	Teleconference with Defendant regarding data production for mediation	DA	0.5
10/30/24	Research of client addresses and phone numbers	DA	0.6
10/30/24	Review and edits to client correspondence letter	DA	0.3
11/04/24	Voicemail to counsel for Defendant re mediation	DA	0.2
11/04/24	Email correspondence to JAMS Case Manager re: mediation date rescheduling	DA	0.2
11/05/24	Review of arbitration deadlines + Email correspondence to Defendant re continuance of arbitration deadlines pending mediation	DA	0.6
11/06/24	Email correspondence to counsel for Defendant re missing data and possible cancellation of mediation	DA	0.2
11/06/24	Review of document production from Defendant	DA	1.0
11/06/24	Mediation strategy re: limited data production and discussion on 2nd rescheduling of mediation	DA	0.8
11/06/24	Teleconference with counsel for defendant re data points for mediation	DA	0.5
11/07/24	Teleconference with client re mediation	DA	1.2
11/07/24	Review and approval of ValPro Invoice	DA	0.2
11/11/24	Email correspondence to mediator's office re rescheduling of mediation	DA	0.2
11/11/24	Review of Defendant's email re rescheduling of mediation and document production	DA	0.4
11/11/24	Review of data production from Defendant for mediation	DA	4.0

11/14/24	Review of mediation cancelation policies along with upcoming arbitration deadlines	DA	0.3
11/14/24	Review of communication from client	DA	0.2
11/27/24	Correspondence with mediation case manager re rescheduling of mediation	DA	0.2
12/02/24	Review of 2nd rescheduled mediation notice as well as respective deadlines	DA	0.2
12/12/24	Review and edits to joint case management statement	DA	0.4
12/16/24	Review of Notice of Conference from mediator	DA	0.2
01/30/25	Review of email correspondence from mediator re: March 12, 2025 mediation	DA	0.2
02/12/25	Further review of class litigation costs as mediator costs not included	DA	0.5
02/13/25	Review of Mediation Fee Invoice	DA	0.3
02/16/25	Review of joint report for CMC	DA	0.3
02/17/25	Review of Defendant's data production	DA	0.8
02/18/25	Email correspondence to expert re Defendant mediation production	DA	0.6
02/20/25	Email correspondence with expert re data production	DA	0.4
03/05/25	Email correspondence with expert re: data points provided by Defendant	DA	0.3
03/05/25	Review of expert analysis for mediation	DA	0.9
03/07/25	Draft and edits to mediation brief	DA	3.4
03/10/25	Edits to mediation brief	DA	1.2
03/12/25	Full-day mediation	DA	8.0
03/12/25	Review and edits to MOU	DA	0.8
03/12/25	Teleconference with client re settlement	DA	0.5
04/08/25	Review and approval of expert invoice re data analysis	DA	0.2
04/14/25	Email correspondence with counsel for Defendant re MOU edits	DA	0.3
04/15/25	Teleconference with counsel for defendant re MOU edits	DA	0.4
05/05/25	Upload of PAGA complaint to LWDA	DA	0.3
06/11/25	Email correspondence with JAMS case manager	DA	0.2
06/11/25	Correspondence with client re settlement and communications	DA	0.3

06/13/25	Review of bids from Third-Party Administrators re settlement administration	DA	0.3
07/10/25	Review and edits to joint statement	DA	0.3
09/22/25	Review of bid from third-party administrator	DA	0.2
10/31/25	Execution of MOUs	DA	0.3
11/11/25	Draft and edits to long-form settlement agreement	DA	1.0
02/26/25	Correspondence with counsel for Defendant re: settlement agreement	DA	0.2
02/28/25	Review of litigation costs	DA	0.6
03/18/26	Full execution of long-form settlement agreement	DA	0.3

Jeffrey C. Bills:

Date Completed	Task Completed	Attorney	Hours
4/7/2023	Correspondence with opposing counsel re LWDA notice letter	JB	0.2
4/20/2023	Review internal correspondence re rescheduled case management conference	JB	0.2
4/28/2023	Teleconference with F. Duenas Orellana re purported arbitration agreement; confer internally re next steps	JB	1.1
5/3/2023	Further teleconference with F. Duenas Orellana re purported arbitration agreement; further calls to R. Mendez re purported arbitration agreement; confer internally re next steps	JB	1.6
5/4/2023	Further teleconference with F. Duenas Orellana re purported arbitration agreement; draft declaration of F. Duenas Orellana in opposition to motion to compel arbitration; draft opposition to motion to compel arbitration	JB	1.5
5/5/2023	Correspondence with plaintiff re declaration in opposition to motion to compel arbitration; correspondence re declaration; internally confer re declaration	JB	1

5/6/2023	Draft opposition to motion to compel arbitration; teleconference with F. Duenas Orellana re declaration	JB	1.2
5/7/2023	Continue drafting opposition to motion to compel arbitration	JB	0.5
5/8/2023	Continue drafting opposition to motion to compel arbitration	JB	4.0
5/9/2023	Confer internally re opposition to motion to compel arbitration and next steps; continue drafting opposition to motion to compel arbitration and supporting papers	JB	3.0
5/10/2023	Finalize for filing opposition to motion to compel arbitration and supporting papers	JB	1.6
5/25/2023	Evaluate late-filed declaration by defendant; confer internally re late-filed declaration by defendant	JB	2.0
6/14/2023	Correspondence with opposing counsel re continued hearing	JB	0.2
6/19/2023	Review correspondence with opposing counsel re case management statement	JB	0.2
6/20/2023	Further correspondence with opposing counsel re joint statement	JB	0.2
6/21/2023	Review note to file re case management conference in PAGA case	JB	0.2
7/13/2023	Review notice of further case management conference	JB	0.2
7/16/2023	Draft sur-reply and evidentiary objections	JB	5.5
7/17/2023	Finalize sur-reply and evidentiary objections for filing	JB	0.2
8/1/2023	Internal correspondence re rescheduled case management conference	JB	0.2
8/2/2023	Prepare for and appear for hearing on motion to compel arbitration	JB	2.0
8/21/2023	Review order re motion to compel arbitration	JB	0.5
8/23/2023	Review case deadlines and plan next steps re arbitration demand	JB	0.2

9/5/2023	Review defendant's case management statement; confer with A. Boyadjian re joint statement requirement	JB	0.2
9/6/2023	Confer internally re joint statement	JB	0.3
9/12/2023	Confer internally re arbitration demand	JB	0.4
9/13/2023	Finalize arbitration demand and submit	JB	0.7
9/13/2023	Correspondence with opposing counsel re joint statement	JB	0.2
9/14/2023	Review draft arbitration demands	JB	0.5
9/20/2023	Review and revise draft joint case management statement in PAGA action	JB	0.7
9/27/2023	Review note to file re case management conference	JB	0.2
11/3/2023	Review 10/31/2023 emails from arbitration case administrator	JB	0.2
11/2/2023	Correspondence from JAMS re arbitration receipt	JB	0.2
11/6/2023	Review deposit request from arbitration service	JB	0.2
11/10/2023	Correspondence re teleconference with opposing counsel re arbitration and next steps	JB	0.2
12/11/2023	Correspondence with opposing counsel re potential mediation	JB	0.2
12/13/2023	Evaluate arbitrator candidates and prepare strike lists	JB	1.0
12/18/2023	Confer internally re arbitrator strike lists; further research arbitrators and finalize and transmit strike lists to arbitration case manager	JB	1.1
1/21/2024	Review appointment of arbitrator	JB	0.2
1/24/2024	Review note to file re case management conference	JB	0.2
1/25/2024	Review notice of continued case management conference	JB	0.2
2/16/2024	Review request to schedule arbitration management conference	JB	0.2
2/19/2024	Correspondence with arbitrator re availability for conference	JB	0.2

2/20/2024	Correspondence from arbitrator re conference call	JB	0.2
3/6/2024	Confer internally re arbitration; correspondence with case manager	JB	0.4
3/7/2024	Prepare for arbitration conference call in Lopez Mendez matter	JB	1
3/8/2024	Prepare for and appear for arbitration conference call in Lopez Mendez matter	JB	1
3/11/2024	Strategize re potential PAGA mediation	JB	0.1
3/21/2024	Teleconference and correspondence with opposing counsel re arbitration conference call and potential mediation; strategize re next steps	JB	0.9
4/22/2024	Correspondence from arbitrator re pre-conference questionnaire in Lopez arbitration; review questionnaire; strategize re responses to questionnaire	JB	0.3
4/29/2024	Strategize re arbitration submissions	JB	0.2
5/1/2024	Review draft responses to questionnaire	JB	1.0
5/7/2024	Correspondence with opposing counsel re potential arbitration of two matters and mediation	JB	0.3
5/8/2024	Correspondence with opposing counsel re arbitration conference off calendar	JB	0.1
5/21/2024	Correspondence with opposing counsel re mediation	JB	0.2
6/6/2024	Strategize re Mendez arbitration; correspondence to arbitrator re status of mediation discussions	JB	0.2
6/7/2024	Correspondence from arbitrator re stay	JB	0.2
8/9/2024	Correspondence from arbitrator re status	JB	0.2

Aram Boyadjian:

Date Completed	Task Completed	Attorney	Hours
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9/20/2022	Discuss matter internally; review order staying case; review letter from OC; review stipulation drafted by OC.	AB	0.5
9/22/2022	Research re arbitration agreement; research re interstate commerce; discuss internally.	AB	1.1
9/23/2022	Review emails w clients; discuss matter internally; review email from OC; review CMO; review personnel file.	AB	0.5
9/26/2022	Research re interstate commerce/FAA/Arbitration	AB	0.3
9/27/2022	research re arbitration agreements; FAA; discuss internally.	AB	0.5
9/30/2022	Review complaint; approve for filing.	AB	1.5
11/4/2022	Emails w OC to MC for CMC	AB	0.1
11/7/2022	Emails w OC re meet and confer call; schedule call.	AB	0.2
11/7/2022	MC call w OC re CMC; prepare	AB	0.6
11/29/2022	Joint CMC Stmt. ; draft and discuss internally; send to OC.	AB	1.2
12/1/2022	Email OC re CMC statement	AB	0.2
12/2/2022	Joint CMC statement; file.	AB	0.6
12/6/2022	Prepare for CMC	AB	1.1
12/7/2022	CMC; prepare; attend CMC; discuss internally.	AB	1.3
1/3/2023	Discuss matter internally; arbitration agreements	AB	0.4
1/4/2023	Emails w OC re arbitration; discuss internally	AB	0.3
1/4/2023	Phone call re matter; arbitration agreement.	AB	0.3
1/10/2023	Discuss motion to compel arbitration w team; discuss internally	AB	0.2
1/31/2023	Review status of case; meet and confer call - set up	AB	0.3
2/7/2023	Review D motion to compel arbitration	AB	0.2
2/7/2023	Meet and confer call w OC for PAGA matter; discuss w team	AB	0.6
2/8/2023	Emails w OC re PAGA complaint; CMC order	AB	0.2
2/14/2023	Prepare for CMC; discuss internally	AB	0.8
2/15/2023	CMC - prepare; attend; log notes	AB	1

2/16/2023	Emails w OC re briefing schedule for motion to compel arbitration	AB	0.2
2/17/2023	Draft joint stipulation re motion to compel arbitration briefing schedule	AB	0.4
2/21/2023	Joint stipulation re briefing schedule re motion to compel arbitration; emails w OC re stip	AB	0.6
2/23/2023	Email OC re stipulation re briefing schedule	AB	0.2
2/23/2023	Review notice of further CMC; discuss service w team	AB	0.1
3/2/2023	Emails w OC re joint stip re briefing schedule re motion to compel arbitration; edit stipulation	AB	0.2
3/6/2023	Joint stipulation re briefing schedule re motion to compel arbitration; discuss w OC; file	AB	0.2
3/9/2023	Discuss PAGA matter w team	AB	0.3
3/20/2023	Review court order re briefing schedule for motion to compel arbitration; calendar	AB	0.1
4/6/2023	Discuss matter; motion to compel arbitration internally	AB	0.2
4/20/2023	MO re rescheduled CMC; recalendar	AB	0.2
5/1/2023	Review intraoffice notes on arbitration agreement; call w client	AB	0.2
5/10/2023	Review final opposition to motion to compel arbitration filings	AB	0.3
5/11/2023	Opp to motion to compel arbitration; discuss internally	AB	0.2
5/24/2023	D reply ISO motion to compel arbitration; supporting documents	AB	0.2
5/25/2023	Review supplemental declaration of D declarant ISO motion to compel arbitration	AB	0.2
5/26/2023	D's reply ISO motion to compel arbitration	AB	0.2
6/16/2023	Review matter internally; discuss	AB	0.1
6/16/2023	Draft CMC statement	AB	0.7
6/19/2023	CMC statement - emails w OC	AB	0.3
6/20/2023	Court order re continuance (class)	AB	0.1
6/20/2023	Finalize / file CMC statement	AB	0.2
6/21/2023	CMC - prepare; attend ; log notes	AB	1.2

7/13/2023	Order continuing CMC	AB	0.1
7/19/2023	Review status of matter; CMCs	AB	0.1
7/24/2023	Review D reply ISO motion to compel arbitration	AB	0.2
7/28/2023	Order re continued CMC	AB	0.1
8/1/2023	Minute order re rescheduled CMC	AB	0.1
8/1/2023	Review tentative ruling granting D motion to compel arbitration	AB	0.3
8/1/2023	Discuss PAGA action internally; review docket	AB	0.1
8/21/2023	Review order re arbitration; intraoffice notes on order	AB	0.2
9/5/2023	Review D CMC statement; discuss w team	AB	0.2
9/6/2023	Email re CMC statement w team	AB	0.1
9/11/2023	CMC statement - draft	AB	0.3
9/12/2023	Discuss CMC; statement; arbitration w team	AB	0.1
9/12/2023	CMC statement - finalize; send to OC	AB	0.1
9/13/2023	Review D edits to joint statement; finalize / file / serve	AB	0.2
9/18/2023	Review P JAMs arbitration demand	AB	0.1
9/19/2023	Prepare for CMC; review online docket	AB	1
9/20/2023	CMC - prepare; attend; log notes	AB	2.5
9/20/2023	CMC statement - draft (PAGA) - emails w OC	AB	0.4
9/21/2023	Joint CMC statement - finalize / file	AB	0.2
9/21/2023	Email re arbitration initiation	AB	0.1
9/27/2023	PAGA CMC - prepare; attend; log notes	AB	1
9/28/2023	Review MO re CMC	AB	0.1
10/6/2023	Review notice of further CMC; save	AB	0.1
11/1/2023	Review email re arbitration initiation; administration	AB	0.1
11/8/2023	email OC re matter; schedule call	AB	0.1
11/9/2023	Discuss matter w OC	AB	0.1
11/10/2023	Review matter; prepare for call w OC; call OC ; log call	AB	0.5
11/12/2023	Discuss matter; mediation w team	AB	0.1
11/14/2023	Email OC re mediation	AB	0.1
12/11/2023	Emails re matter; arbitration; potential mediation w team	AB	0.1
12/11/2023	Review JAMS strike list (arbitration)	AB	0.1
12/15/2023	arbitrator research; strike list	AB	3.1

12/19/2023	Review arbitrator email re matter; strike list	AB	0.1
1/8/2024	Emails w OC re mediation	AB	0.1
1/10/2024	discuss CMC report w team	AB	0.1
1/12/2024	Review JAMs (arbitration) email re appointment of arbitrator	AB	0.1
1/12/2024	Review JAMs arbitrator disclosure email	AB	0.1
1/18/2024	Discuss CMC w team	AB	0.1
1/21/2024	Review emails re arbitrator assignment	AB	0.1
1/24/2024	Prepare for CMC - attend; log notes	AB	0.8
1/25/2024	Review M.O. re further CMC	AB	0.1
2/2/2024	Review arbitrator email re matter; arbitration conference dates	AB	0.2
2/16/2024	Review email re arbitration pre-hearing conference call	AB	0.1
2/27/2024	Review email(s) re arbitration conference; scheduling	AB	0.1
2/28/2024	Review notice of conference call (arbitration)	AB	0.1
3/6/2024	Review arbitrator email re matter; arbitration conference scheduling	AB	0.1
3/6/2024	Email re notice of conference call (arbitration); review	AB	0.1
3/7/2024	Review arbitrator assistant email re matter; conference	AB	0.1
3/8/2024	Email colleague re matter	AB	0.1
3/8/2024	Draft email to OC re mediation	AB	0.1
3/11/2024	Discuss matter internally	AB	0.1
3/12/2024	Email OC re mediation	AB	0.1
3/13/2024	Email(s) re mediator availability	AB	0.1
3/13/2024	Email OC re mediation; dates	AB	0.1
3/14/2024	discuss arbitration conference w team	AB	0.1
3/21/2024	JAMS arbitration - attempt to attend; discuss w team	AB	0.2
3/21/2024	Review OC email re arbitration hearing	AB	0.1
3/21/2024	Review arbitration CMC order	AB	0.1
5/1/2024	Arbitration statement assignment	AB	2.1
5/1/2024	Discuss arbitration conference; attendance w team	AB	0.1
5/6/2024	Review email from OC re matter; respond	AB	0.1
5/6/2024	Email OC re mediation	AB	0.1

5/7/2024	Discuss matter; mediation w team	AB	0.1
5/14/2024	Pre-mediation data request letter; draft	AB	0.4
5/14/2024	Email OC re pre-mediation data requests	AB	0.1
6/3/2024	Review OC email re remote notice of appearance	AB	0.1

EXHIBIT 5

Wilshire Law Firm, PLC
Client Costs Detailed Report
All Transactions

Type	Date	Num	Class	Source Name	Memo	Amount	Balance
500000 · COS							
501500 · Court Filing Fees							
Credit ...	09/18/2023		PromptFoodSvcDennys(Lopez...	JAMS, Inc.	5120000161 (223517) PromptFoodSvcDennys(Lopez-M).W&H	411.96	411.96
Credit ...	04/10/2025	25124448	PromptFoodSvcDennys(Lopez...	One Legal LLC	25124448-223517-Atty Svc for Court Filing-CMS-PromptFoodSvc...	28.08	440.04
Total 501500 · Court Filing Fees						440.04	440.04
503200 · Process Service Fees							
Bill	11/04/2024	83585	PromptFoodSvcDennys(Lopez...	Valpro Attorney Services, LLC	83585-PromptFoodSvcDennys(Lopez-M).W&H-Servee Ronaldo ...	325.00	325.00
Bill	03/20/2025	88668	PromptFoodSvcDennys(Lopez...	Valpro Attorney Services, LLC	88668-PromptFoodSvcDennys(Lopez-M).W&H-servee:Ronaldo L...	425.00	750.00
Total 503200 · Process Service Fees						750.00	750.00
Total 500000 · COS						1,190.04	1,190.04
TOTAL						1,190.04	1,190.04

Account	Type	Date	Num	Name	er Display N Line Memo	Amount
501500	Cc Credit Car	1/23/2026	CC013126	One Legal Prompt Fo	27291487-	30.99
501500	Cc Credit Car	2/27/2026	CC022826	One Legal Prompt Fo	27587730-	30.99
Total						61.98

Account	Type	Date	Num	Name	er Display N Line Memo	Amount
501500	Cc Credit Car	7/10/2025	CC073125	One Legal Prompt Fo	25804973-	28.85
501500	Cc Credit Car	7/30/2025	CC083125	One Legal Prompt Fo	25912481-	27.82
501500	Cc Credit Car	7/30/2025	CC083125	One Legal Prompt Fo	25912536-	27.82
501500	Cc Credit Car	10/17/2025	CC103125	One Legal Prompt Fo	26568085-	28.85
501600	Cc Bill	7/20/2026	28148-2	California I Prompt Fo	28148-2-D	357.21
501600	Cc Bill	7/20/2026	30390-2	California I Prompt Fo	30390-2 D	1,594.06
Total						2,064.61

Wilshire Law Firm, PLC
Client Costs Detailed Report
All Transactions

		Type	Date	Num	Class	Source Name	Memo	Amount	Balance
500000 · COS									
501500 · Court Filing Fees									
		Credit Card Charge	10/03/2022		Denny's(Duenas-O).W&H	One Legal LLC	19024492-CCCS-SUM & COM--Atty Svc for Cot	1,540.41	1,540.41
		Credit Card Charge	12/02/2022		Denny's(Duenas-O).W&H	One Legal LLC	19404872-Case Mnngmt Statement-Atty Svc for	25.96	1,566.37
		Credit Card Charge	12/06/2022		Denny's(Duenas-O).W&H	One Legal LLC	19404873-CMS-Atty Svc for Court Filing-223140	42.72	1,609.09
		Credit Card Charge	01/03/2023		Denny's(Duenas-O).W&H	One Legal LLC	19429069-Notice-Atty Svc for Court Filing-22314	335.93	1,945.02
		Credit Card Charge	02/16/2023		Denny's(Duenas-O).W&H	One Legal LLC	"19818896-CMS-Atty Svc for Court Filing-22314	181.96	2,126.98
		Credit Card Charge	02/16/2023		Denny's(Duenas-O).W&H	One Legal LLC	19818897-CMS-Atty Svc for Court Filing-223140	43.50	2,170.48
		Credit Card Charge	03/07/2023		Denny's(Duenas-O).W&H	One Legal LLC	19961033-Stip&Order-Atty Svc for Court Filing-2	48.13	2,218.61
		Credit Card Charge	03/08/2023		Denny's(Duenas-O).W&H	One Legal LLC	19961034-Joint Stip-Atty Svc for Court Filing-22	42.72	2,261.33
		Credit Card Charge	05/10/2023		Denny's(Duenas-O).W&H	One Legal LLC	20391109-OPP OBJ DEC POS-Atty Svc for Cou	28.49	2,289.82
		Credit Card Charge	05/13/2023		Denny's(Duenas-O).W&H	One Legal LLC	20391110-HRG Opp to MTC-Atty Svc for Court I	53.53	2,343.35
		Credit Card Charge	09/18/2023		Denny's(Duenas-O).W&H	JAMS, Inc.	5120000162 (223140) Denny's(Duenas-O).W&H	411.96	2,755.31
		Bill	11/02/2022	52309	Denny's(Duenas-O).W&H	Valpro Attorney Services, LLC	52309 Denny's(Duenas-O).W&H File POS	45.00	2,800.31
		Credit Card Charge	07/17/2023	20809453	Denny's(Duenas-O).W&H	One Legal LLC	20809453-POS-Atty Svc for Court Filing-223140	29.52	2,829.83
		Credit Card Charge	08/10/2023	20809454	Denny's(Duenas-O).W&H	One Legal LLC	20809454-POS-Atty Svc for Court Filing-223140	51.48	2,881.31
		Credit Card Charge	08/02/2023	20916057	Denny's(Duenas-O).W&H	One Legal LLC	20916057-Request-Atty Svc for Court Filing-223	29.52	2,910.83
		Credit Card Charge	08/11/2023	20916058	Denny's(Duenas-O).W&H	One Legal LLC	20916058-Request-Atty Svc for Court Filing-223	128.69	3,039.52
		Credit Card Charge	01/22/2024	22063758	Denny's(Duenas-O).W&H	One Legal LLC	22063758-CMS-Atty Svc for Court Filing-223140	21.28	3,060.80
		Credit Card Charge	07/19/2024	23363097	Denny's(Duenas-O).W&H	One Legal LLC	23363097-223140-Atty Svc for Court Filing-CMS	28.49	3,089.29
		Credit Card Charge	07/19/2024	23363207	Denny's(Duenas-O).W&H	One Legal LLC	23363207-223140-Atty Svc for Court Filing-CMS	28.49	3,117.78
		Credit Card Charge	12/12/2024	24316400	Denny's(Duenas-O).W&H	One Legal LLC	24316400-223140-Atty Svc for Court Filing-CMS	25.55	3,143.33
Total 501500 · Court Filing Fees								3,143.33	3,143.33
501600 · Court Reporters									
		Bill	05/17/2023	28148	Denny's(Duenas-O).W&H	California Deposition Reporters	28148-Denny's(Duenas-O).W&H-Litigation Supp	500.00	500.00
		Bill	08/09/2023	30390	Denny's(Duenas-O).W&H	California Deposition Reporters	30390 Denny's(Duenas-O).W&H - Court Procee	3,250.00	3,750.00
Total 501600 · Court Reporters								3,750.00	3,750.00
502500 · Legal Expenses									
		Credit Card Charge	07/29/2022		Denny's(Duenas-O).W&H	Department of Industrial Relations	ORD?000187093 - 223140 Denny's(Duenas-O).W	75.00	75.00
		Bill	06/10/2022	846472397	Denny's(Duenas-O).W&H	Thomson Reuters-West Publishing Corp	Legal Research-Denny's(Duenas-O).W&H	15.17	90.17
		Bill	01/11/2023	847619313	Denny's(Duenas-O).W&H	Thomson Reuters-West Publishing Corp	Legal Research-Denny's(Duenas-O).W&H	3.34	93.51

Wilshire Law Firm, PLC
Client Costs Detailed Report
All Transactions

	Type	Date	Num	Class	Source Name	Memo	Amount	Balance
Total 502500 · Legal Expenses							93.51	93.51
502700 · Mediation Fees								
	Bill	08/02/2024	637829	Denny's(Duenas-O).W&H	Judicate West	637829-Denny's(Duenas-O).W&H-50% Mediatric	4,200.00	4,200.00
Total 502700 · Mediation Fees							4,200.00	4,200.00
503200 · Process Service Fees								
	Bill	08/03/2022	49518	Denny's(Duenas-O).W&H	Valpro Attorney Services, LLC	49518 Denny's(Duenas-O).W&H New Case Filin	1,663.50	1,663.50
	Bill	08/17/2022	49932	Denny's(Duenas-O).W&H	Valpro Attorney Services, LLC	49932 Denny's(Duenas-O).W&H Summons & C	160.25	1,823.75
	Bill	08/17/2022	49963	Denny's(Duenas-O).W&H	Valpro Attorney Services, LLC	49963 Denny's(Duenas-O).W&H File POS	45.00	1,868.75
	Bill	11/01/2022	52278	Denny's(Duenas-O).W&H	Valpro Attorney Services, LLC	52278 Denny's(Duenas-O).W&H Summons & C	145.40	2,014.15
Total 503200 · Process Service Fees							2,014.15	2,014.15
503300 · Professional Fees								
	Bill	03/20/2025	13470	Denny's(Duenas-O).W&H	Berger Consulting Group, LLC	13470 Denny's(Duenas-O).W&H 11.70 hours of	5,265.00	5,265.00
Total 503300 · Professional Fees							5,265.00	5,265.00
Total 500000 · COS							18,465.99	18,465.99
TOTAL							18,465.99	18,465.99

Account	Type	Date	Num	Name	er Display N Line Memo	Amount
501500	Cc Credit Car	7/10/2025	CC073125	One Legal Prompt Fo	25805026-	28.85
501500	Cc Credit Car	10/17/2025	CC103125	One Legal Prompt Fo	26568102-	28.85
Total						57.70

Wilshire Law Firm, PLC
Client Costs Detailed Report
All Transactions

	Type	Date	Num	Class	Source Name	Memo	Amount	Balance
500000 · COS								
501500 · Court Filing Fees								
	Credit Card Charge	06/20/2023	20643402	Denny's(Duenas-O).W&H	One Legal LLC	20643402-CMS-Atty Svc for Court Filing-234596	27.46	27.46
	Credit Card Charge	09/13/2023	21207742	Denny's(Duenas-O).W&H	One Legal LLC	21207742-CMS-Atty Svc for Court Filing-234596	29.52	56.98
	Credit Card Charge	09/19/2023	21207743	Denny's(Duenas-O).W&H	One Legal LLC	21207743-CMS-Atty Svc for Court Filing-234596	51.48	108.46
	Credit Card Charge	09/21/2023	21268182	Denny's(Duenas-O).W&H	One Legal LLC	21268182-CMS-Atty Svc for Court Filing-234596	27.46	135.92
	Credit Card Charge	10/02/2023	21268183	Denny's(Duenas-O).W&H	One Legal LLC	21268183-234596-Orellana, et al. v. Prompt Foc	51.48	187.40
	Credit Card Charge	12/12/2024	24316496	Denny's(Duenas-O).W&H	One Legal LLC	24316496-234596-Atty Svc for Court Filing-CMS	25.55	212.95
	Credit Card Charge	04/10/2025	25124550	Denny's(Duenas-O).W&H	One Legal LLC	25124550-234596-Atty Svc for Court Filing-CMS	28.08	241.03
Total 501500 · Court Filing Fees							241.03	241.03
502500 · Legal Expenses								
Total 502500 · Legal Expenses							0.00	0.00
Total 500000 · COS							241.03	241.03
TOTAL							241.03	241.03

EXHIBIT 6



Outlook

Thank you for your Court Complaint Submission.

From DIR PAGA Unit <no-reply@formassembly.com>

Date Fri 9/12/2025 1:44 PM

To Ian Silverstein <ian.silverstein@wilshirelawfirm.com>

09/12/2025 01:44:37 PM

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

Item submitted: Court Complaint

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate Attorneys General Act.htm&data=05%7C02%7Cian.silverstein%40wilshirelawfirm.com%7C37511914a63e4734082708ddf23d3844%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C638933066969172395%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIsIklFOlJoiTWFpbGlldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=QXhYJw0mM9GX0Z1o%2FeUqvKgJrxtwaA4i0cMORsLc9To%3D&reserved=0](https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate%20Attorneys%20General%20Act.htm&data=05%7C02%7Cian.silverstein%40wilshirelawfirm.com%7C37511914a63e4734082708ddf23d3844%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C638933066969172395%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIsIklFOlJoiTWFpbGlldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=QXhYJw0mM9GX0Z1o%2FeUqvKgJrxtwaA4i0cMORsLc9To%3D&reserved=0)

EXHIBIT 7

Evette Padilla

From: no-reply@formassembly.com
Sent: Friday, July 17, 2026 5:50 PM
To: Evette Padilla
Subject: Thank you for your Proposed Settlement Submission

07/17/2026 05:49:26 PM

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

Item submitted: Proposed Settlement

On 07/17/2026 05:49:26 PM your Proposed Settlement was successfully processed for case number LWDA-CM-898426-22

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cevette.padilla%40wilshirelawfirm.com%7Ccf11a4f50e5e4be6bb8008dee46672bc%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639199325824506488%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiwlLjAuMDAwMCIsIlAiOiJXaW4zMilslkFOljoitWFrpbGlzIdUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=1Wy aONIVbxi%2BMBtvBZulopN7eh3pj3LJrchRADDpms8%3D&reserved=0