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

CEDRIC A. BEATY and JORGE L.
ZARAGOZA VALDOVINOS, individually, and
on behalf of all others similarly situated,

Plaintiffs,

v.

HOMER T. HAYWARD LUMBER CO., a
California corporation; UNITED STAFFING
ASSOCIATES, LLC, a California limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 22CV04267 (Class)
Case No.: 22CV04265 (PAGA)

*Assigned for all purposes to:
Hon. Donna D. Geck
Dept. 4*

**DECLARATION OF STACEY SHIM ON
BEHALF OF APEX CLASS ACTION,
LLC, IN SUPPORT OF PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

FINAL APPROVAL HEARING

Date: May 8, 2026
Time: 10:00 a.m.
Dept: 4

1 I, Stacey Shim, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case
3 Manager for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned *Beaty,*
6 *et al. v. Homer T. Hayward Lumber Co. et al.* matter. On behalf of both Apex and myself, I
7 possess the authority to issue this declaration. I am personally acquainted with the information
8 contained herein, and in the event of being summoned to provide testimony, I am fully capable
9 and willing to provide competent testimony regarding these facts.

10 2. Apex Class Action’s team has been directly involved with class action administration for a
11 combined 75 years and has successfully managed numerous class action cases during that time. Our
12 team comprises experienced professionals with extensive knowledge of class action settlement
13 administration. In addition, Apex Class Action has the necessary technology and infrastructure to
14 efficiently manage large-scale class action cases. We utilize state-of-the-art software and systems to
15 ensure that all aspects of the administration process are executed accurately and efficiently.

16 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by
17 the Court to provide notification services and claims administration, pursuant to the terms of
18 the Settlement, in the above-referenced Action. The responsibilities undertaken thus far, as well
19 as those to be fulfilled following the granting of Final Approval of the Settlement, include: (a)
20 printing and mailing the Court Approved Notice of Class Action Settlement and Hearing Date For
21 Final Court Approval (“*Notice*”), in English and Spanish (referred to as “Class Notice”); (b)
22 receiving and processing Requests for Exclusion; (c) resolving disputes among Settlement Class
23 Members regarding the number of workweeks recorded by Defendants during the Class Period,
24 as stated on their individualized Class Notice; (d) calculating individual settlement award
25 amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as
26 required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other
27 applicable tax forms; (h) managing the distribution of any unclaimed funds pursuant to the terms

of the Settlement; and (i) undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

CLASS DATA AND NOTICE PROCESS

4. On October 29, 2025, Counsel for the Plaintiff provided Apex with the Court-approved content for the Class Notice. Apex then generated a draft of the formatted Class Notice, which received approval from the Parties' Counsel prior to mailing.

5. On December 31, 2025, Defendants' Counsel provided Apex with the Class Data List, which included the names, Social Security numbers, last known mailing addresses, and the total number of relevant Class Workweeks and PAGA Pay Periods worked for 612 individuals. Apex reviewed and cleansed the data for duplicates, discrepancies, and any potential missing information. The Class List consisted of a total of 612 individuals.

6. In preparation for the mailing process, all 612 names and addresses listed in the Class List underwent verification and updating against the National Change of Address (NCOA) database maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Class Notice. The NCOA database contains records of requested address changes submitted to the USPS. If an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice. However, in cases where no updated address was found in the NCOA database, the original address provided by Counsel for Defendants was used for the mailing of the Class Notice.

7. On February 13, 2026, the Class Notice was sent to all 612 individuals listed in the Class List via U.S First Class Mail. A true and correct copy of the Class Notice is attached as **Exhibit A**.

UNDELIVERABLE NOTICES, REMAILED NOTICES AND SKIP TRACING

8. As of the date of this declaration, our office has received 106 returned Class Notices as undeliverable. Apex conducted a computerized skip trace on the 106 returned Class Notices in an attempt to acquire updated addresses for the purpose of re-mailing the Class Notice. This

1 skip trace effort resulted in obtaining 95 updated addresses, to which we promptly re-mailed the
2 Class Notices via U.S First Class Mail.

3 9. As of the date of this declaration, 11 Class Notices have been deemed undeliverable, as
4 no updated addresses were identified through skip tracing.

5 **REQUESTS FOR EXCLUSION, OBJECTION(S) AND DISPUTE(S)**

6 10. The Response Deadline was April 14, 2026. An extended Response Deadline for Class
7 Members who received a remailed notice is April 28, 2026.

8 11. As of the date of this declaration, Apex has not received any Requests for Exclusion.
9 The deadline for submitting a request for exclusion from the Settlement was April 14, 2026.

10 12. As of the date of this declaration, Apex has not received any objections to the Settlement.
11 The deadline for submitting a written objection to the Settlement April 14, 2026.

12 13. As of the date of this declaration, Apex has received one (1) potential dispute from a
13 Class Member. Apex is in the process of obtaining additional information regarding the dispute
14 from the Class Member. The deadline for submitting a dispute was April 14, 2026.

15 14. As of the date of this declaration, Apex will report 612 Participating Class Members,
16 constituting 100% of the Settlement Class.

17 **ALLOCATION OF GROSS SETTLEMENT AMOUNT**

18 15. The total number of workweeks worked by Participating Class Members during the Class
19 Period is 38,413.00. To avoid triggering the escalator clause set forth in Paragraph 8 of the
20 Settlement Agreement, Defendant opted to shorten the Class Period end date to July 17, 2023.

21 16. The Net Settlement Amount available to Participating Class Members is estimated to be
22 (\$548,871.93) and was calculated by subtracting the Class Counsel Fee Payment (\$400,000.00),
23 the amount requested for litigation costs and expenses (\$30,138.07), the requested Class
24 Representative Service Payments of \$15,000 each (totaling \$30,000.00), the requested
25 Settlement Administration Costs (\$10,990.00), and the PAGA Penalties (\$180,000.00) from the
26 Gross Settlement Amount (\$1,200,000.00).

27 17. The *highest* Individual Class Payment to a Participating Class Member is currently

1 estimated to be approximately \$3,472.15, the *average* Individual Class Payment is currently
2 estimated to be approximately \$896.85, and the *lowest* Individual Class Payment is currently
3 estimated to be approximately \$14.29. Plaintiff Cedric A. Beaty's estimated Individual Class
4 Payment is \$2,471.95 and Plaintiff Jorge L. Zaragoza's estimated Individual Class Payment is
5 \$257.20. These amounts are subject to employee-side tax and withholdings.

6 18. Pursuant to the Agreement, 25% of the PAGA Payment (\$45,000.00) will be allocated
7 to Aggrieved Employees regardless of whether they opt out of the Class settlement. Aggrieved
8 Employees cannot opt out of the PAGA settlement. There are 400 Aggrieved Employees who
9 worked a total of 11,140.00 PAGA Pay Periods during the PAGA Period.

10 19. The *highest* Individual PAGA Payment to an Aggrieved Employee is approximately
11 \$266.61, the *average* Individual PAGA Payment is approximately \$112.50, and the *lowest*
12 Individual PAGA Payment is approximately \$4.04. Plaintiff Cedric A. Beaty's estimated
13 Individual PAGA Payment is \$8.08, and Plaintiff Jorge L. Zaragoza is not entitled to an
14 Individual PAGA Payment.

15 **ADMINISTRATION COSTS**

16 20. Apex's comprehensive fees and costs for administering this Settlement, covering both
17 incurred and anticipated expenses, amount to \$10,990.00. Apex will proceed with additional
18 tasks related to this matter, such as calculating settlement award payments, issuing and mailing
19 settlement award checks, handling necessary tax filings and reporting on these payments, and
20 any other tasks mutually agreed upon by the Parties or ordered by the Court for Apex to
21 undertake.

22 I declare under penalty of perjury under the laws of the State of California and the
23 United States that the foregoing is true and correct, and that this Declaration was executed this
24 15th day of April 2026, in Irvine, California.



25
26
27 Stacey Shim

EXHIBIT A

Beaty v. Homer T. Hayward Lumber Co., et al.
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

Apex ID: 26HTHC005



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

Beaty v. Homer T. Hayward Lumber Co., et al., Santa Barbara Superior Court

Case Nos. 22CV04265 and 22CV04267

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Homer T. Hayward Lumber Co. and United Staffing Associates, LLC (“Defendants” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by former employees of Defendants, Cedric A. Beaty and Jorge L. Zaragoza Valdovinos (“Plaintiffs”), and seeks payment of (1) back wages and other relief for a class of hourly-paid or non-exempt employees (“Class Members”) who worked for Defendants during the Class Period (May 3, 2018 to July 17, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly-paid or non-exempt employees who worked for Defendants during the PAGA Period (August 24, 2021 to September 1, 2024) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ 3,356.43 less withholding) and your Individual PAGA Payment is estimated to be \$ 189.86**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked 237 workweeks** during the Class Period and **you worked 47 workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the
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	wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is <u>April 14, 2026</u>	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by <u>April 14, 2026</u>	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the <u>May 8, 2026</u> Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on <u>May 8, 2026</u>. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by <u>April 14, 2026</u>	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <u>April 14, 2026</u>. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses, and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (Lab. Code, § 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: John G. Yslas, Samantha A. Smith, Jeffrey C. Bills, Aram Boyadjian, and Andrew Sandoval of Wilshire Law Firm, PLC ("Class Counsel").

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

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

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

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

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

1. Defendants Will Pay \$1,200,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$400,000.00 (one-third (1/3) of the Gross Settlement) to Class Counsel for attorneys' fees and reimbursement of actual costs up to \$35,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$15,000.00 (each) as Class Representative Awards for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$10,990.00 to the Administrator for services administering the Settlement.
 - D. Up to \$180,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Defendants will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State's website at: https://www.sco.ca.gov/search_upd.html.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **April 14, 2026**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the **April 14, 2026** Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

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

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

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint. Except as set forth in Aggrieved Employees PAGA Release (below), Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

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

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

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$45,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until **April 14, 2026** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Beaty, et al. v. Homer T. Hayward Lumber Co., et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by April 14, 2026, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 court days before the **May 8, 2026** Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website: <https://apexclassaction.com/support/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is April 14, 2026.** Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action *Beaty, et al. v. Homer T. Hayward Lumber Co., et al.* and include your name, current address, telephone number and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on May 8, 2026, at 10:00 a.m. in Department 4 of the Santa Barbara Superior Court, located at 1100 Anacapa Street, Santa Barbara, CA 93121. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either  personally or virtually via Zoom (<https://www.zoomgov.com/j/1613787556?pwd=NzFQMGMJY0Y1F0a1dadUxmdi82QmJmQT09>). Check the Court's website for the most current information.

 It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.apexclassaction.com/homertthaywardco beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to: www.apexclassaction.com/homertthaywardco. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.santabarbara.courts.ca.gov/online-services/case-records-search>) and entering the Case Numbers for the Action, Case No. 22CV04265 and 22CV04267.

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

Class Counsel: John G. Yslas, Jeffrey C. Bils, and Lisa B. Iturriaga jyslas@wilshirelawfirm.com jbils@wilshirelawfirm.com lisa.iturriaga@wilshirelawfirm.com Wilshire Law Firm, PLC 660 S. Figueroa Street, Sky Lobby Los Angeles, CA 90017 Telephone: (213) 381-9988	Settlement Administrator: Apex Class Action support@apexclassaction.com PO Box 54668, Irvine, CA 92619 Telephone: (800) 355-0700 Fax: (949) 989-4428
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10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

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

AVISO DE ACUERDO DE DEMANDA COLECTIVA APROBADO POR EL TRIBUNAL Y FECHA DE AUDIENCIA PARA APROBACIÓN FINAL

Beaty v. Homer T. Hayward Lumber Co., et al., Tribunal Superior de Santa Barbara

Casos No. 22CV04265 y 22CV04267

El Tribunal Superior del Estado de California autorizó este Aviso. ¡Léalo atentamente!

No es correo basura, spam, publicidad ni una solicitud de un abogado. Esto no es una demanda

Puede tener derecho a recibir un pago de una demanda colectiva de empleados (“Demanda”) contra Homer T. Hayward Lumber Co. y United Staffing Associates, LLC (“Demandados” usado como referencia) por presuntas violaciones salariales y de horas. La Demanda fue presentada por exempleados de los Demandados, Cedric A. Beaty y Jorge L. Zaragoza Valdovinos (“Demandados”), y solicitan la compensación por (1) salarios adeudados y otros alivios por una clase de empleados pagados por hora o no exentos (“Miembros de Clase”), que trabajaron para los Demandados durante el Periodo de Clase (3 de mayo de 2018 al 17 de julio de 2023); y (2) sanciones bajo la Ley de Fiscales Generales Privados de California (“PAGA”) por todos los empleados pagados por hora o no exentos que trabajaron para los Demandados durante el Periodo de PAGA (24 de agosto de 2021 al 1 de septiembre de 2024) (“Empleados Agraviados”).

El Acuerdo propuesto tiene dos partes principales: (1) un Acuerdo Colectivo que solicite a los Demandados que financien los Pagos Individuales de Clase y (2) un acuerdo de PAGA que exija a los Demandados que financien los Pagos Individuales de PAGA y sanciones a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California (“LWDA”).

Con base en los registros de los Demandados y las suposiciones actuales de las Partes, **se estima que su Pago Individual de Clase es de \$ 3,356.43 (menos la retención) y su Pago Individual de PAGA es de \$ 189.86**. La cantidad que pueda recibir puede variar y depender de varios factores. (Si no se expresa ninguna cantidad en su Pago Individual de PAGA, de acuerdo con los registros de los Demandados, usted no aplica para un Pago Individual de PAGA bajo el Acuerdo porque no trabajó durante el Período de PAGA).

Las estimaciones anteriores se basan en los registros de los Demandados que demuestran que **usted trabajó 237 semanas laborales** durante el Período de Clase y **trabajó 47 semanas laborales** durante el Período de PAGA. Si considera que trabajó más semanas laborales en algún periodo, puede presentar una impugnación antes de la fecha límite. Consulte la Sección 4 de este Aviso.

El Tribunal ya ha aprobado preliminarmente el Acuerdo propuesto y este Aviso. El Tribunal aún no ha decidido si otorgará la aprobación final. Sus derechos legales se verán afectados, independientemente de que actúe o no. Lea este Aviso detenidamente. Se considerará que lo ha leído y comprendido detenidamente. En la Audiencia de Aprobación Final, el Tribunal decidirá si aprueba definitivamente el Acuerdo y cuánto del Acuerdo se pagará a los Demandantes y a sus abogados (“Abogados de la Clase”). El Tribunal también decidirá si dicta una sentencia que solicite a los Demandados a realizar pagos conforme al Acuerdo y que exija a los Miembros de Clase y a los Empleados Agraviados que renuncien a su derecho a presentar ciertas reclamaciones contra los Demandados.

Si trabajó para los Demandados durante el Período de Clase y/o el Período de PAGA, tiene dos opciones básicas según el Acuerdo:

- (1) **No haga nada.** No tiene que hacer nada para participar en el Acuerdo propuesto y ser elegible para un Pago Individual de Clase y/o un Pago Individual de PAGA. Sin embargo, como Miembro de Clase Participante, renunciará a su derecho a presentar reclamaciones salariales del Período de Clase y de sanciones del Período de PAGA contra los Demandados.
- (2) **Excluirse del Acuerdo Colectivo.** Puede excluirse del Acuerdo Colectivo (retirarse) enviando una Solicitud de Exclusión por escrito o notificándolo por escrito al Administrador. Si opta por no participar en el Acuerdo, no recibirá un Pago Individual de Clase; sin embargo, conservará su derecho a presentar personalmente reclamaciones salariales de Período de Clase contra los Demandados y, si es un Empleado Agraviado, seguirá siendo elegible para un Pago Individual de PAGA. No puede retirarse de la parte relativa a PAGA del Acuerdo propuesto.

Los Demandados no tomará represalias contra usted por ninguna acción que usted realice respecto del Acuerdo propuesto.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

No tiene que hacer nada para participar del Acuerdo	Si no hace nada, será Miembro de Clase Participante y tendrá derecho a un Pago Individual de Clase y, de ser el caso, a un Pago Individual de PAGA. A cambio, cederá a presentar reclamaciones salariales y por gastos contra los Demandados, las cuales están conciliadas por este Acuerdo (Reclamaciones Liberadas).
Puede optar por Excluirse del Acuerdo Colectivo, pero no en el de PAGA La fecha límite para excluirse es el 14 de abril de 2026	Si no desea participar plenamente en el acuerdo propuesto, puede optar por no participar enviando al administrador una Solicitud de Exclusión por escrito. Una vez excluido, pasará a ser Miembro de Clase No Participante y ya no tendrá derecho al Pago Individual de Clase. Los Miembros de Clase No Participante no pueden oponerse a ninguna parte del Acuerdo propuesto. Consulte la Sección 6 de este Aviso. No puede excluirse la parte relativa a la PAGA del Acuerdo propuesto. Los Demandados deberán realizar los Pagos Individuales de PAGA a todos los Empleados Agraviados y quienes cederán su derecho a presentar Reclamaciones Liberadas (descritas más adelante).

Los Miembros de Clase Participante pueden Objetar al Acuerdo Colectivo, pero no al de PAGA. Las objeciones por escrito deben presentarse antes del <u>14 de abril de 2026</u>	Todos los Miembros de Clase que no opten por no participar ("Miembros de Clase Participante") pueden objetar cualquier aspecto del Acuerdo propuesto. La decisión del Tribunal sobre la aprobación final del Acuerdo incluirá la determinación del monto que se pagará a los Abogados de la Clase y al Demandante que la interpuso en nombre de la Clase. Usted no es responsable por el pago hacia los Abogados de Clase ni a los Demandantes, pero cada dólar pagado a ellos reduce la cantidad total pagada a los Miembros de Clase Participante. Puede objetar los montos solicitados por los Abogados de la Clase o por el Demandante si considera que son irrazonables. Véase la Sección 7 de este Aviso.
Puede participar en la Audiencia de Aprobación Final del <u>8 de mayo de 2026</u>	La Audiencia de Aprobación Final del Tribunal está programada para el <u>8 de mayo de 2026</u> . No es obligatorio asistir, pero tiene derecho a comparecer (o contratar a un abogado para que comparezca en su nombre, a su propio costo), en persona o a través de la plataforma virtual del Tribunal. Los Miembros de Clase Participante pueden oponerse verbalmente al Acuerdo durante la Audiencia de Aprobación Final. Véase la Sección 8 de este Aviso.
Puede impugnar el cálculo de sus Semanas laborales/Periodos de pago. Las impugnaciones por escrito deben presentarse antes del <u>14 de abril de 2026</u>	El monto de su Pago Individual de Clase y de PAGA (si corresponde) depende de la cantidad de semanas laborales en las que trabajó al menos un día durante el Período de Clase y de la cantidad de Periodos de Pago en los que trabajó al menos un día durante el Período de PAGA, respectivamente. La cantidad de Semanas Laborales de la Clase y la cantidad de Periodos de Pago de PAGA en los que trabajó, según los registros de los Demandados, se indican en la primera página de este Aviso. Si no está de acuerdo con alguna de estas cifras, debe impugnarla a más tardar el <u>14 de abril de 2026</u> . Véase la Sección 4 de este Aviso.

1. ¿DE QUÉ TRATA LA DEMANDA?

Los Demandantes son exempleados de los Demandados. La Demanda acusa a los Demandados de infringir las leyes laborales de California por incumplimiento en el pago de salarios por horas extra, salarios mínimos, salarios por terminación laboral y reembolso de gastos, y por no proporcionar periodos de comida, de descanso y talones de pago precisos. Con base en las mismas reclamaciones, los Demandantes también han presentado una reclamación por sanciones civiles bajo la Ley de Fiscales Generales Privados (Cód. Laboral, §§ 2698 y sig.) ("PAGA"). Los Demandantes están representados por los abogados: John G. Yslas, Samantha A. Smith, Jeffrey C. Bills, Aram Boyadjian y Andrew Sandoval de Wilshire Law Firm, PLC ("Abogados de Clase") en la Demanda.

Los Demandados niegan rotundamente haber infringido ninguna ley ni haber adeudado salarios y sostienen haber cumplido con todas las leyes aplicables.

2. ¿QUÉ SIGNIFICA QUE SE HAYA CONCILIADO EL CASO?

Hasta el momento, el Tribunal no ha determinado si los Demandados o los Demandantes están correctos en los méritos. Mientras tanto, los Demandantes y los Demandados contrataron a un mediador neutral y con experiencia para intentar resolver el caso mediante la negociación de un acuerdo (conciliación) en lugar de continuar con el costoso y prolongado proceso judicial. La negociación fue exitosa. Al firmar un extenso acuerdo de conciliación por escrito ("Acuerdo") y acordar solicitar conjuntamente al Tribunal que dicte una sentencia que ponga fin al caso y haga cumplir el Acuerdo, los Demandantes y los Demandados han negociado una propuesta de Conciliación sujeta a la Aprobación Final del Tribunal. Ambas partes coinciden en que la propuesta de Conciliación constituye una solución de compromiso a las reclamaciones en disputa. Al aceptar la conciliación, los Demandados no admiten ninguna infracción ni reconocen la validez de sus reclamaciones. Al aceptar una conciliación, los Demandados no admiten ninguna violación ni reconocen los méritos de ninguna reclamación.

Los Demandantes y los Abogados de Clase consideran firmemente que el Acuerdo es beneficioso para usted, ya que creen que: (1) los Demandados han aceptado pagar una cantidad justa, razonable y adecuada, teniendo en cuenta la solidez de las reclamaciones y los riesgos e incertidumbres de continuar el litigio; y (2) el Acuerdo redunda en el mejor interés de los Miembros de Clase y de los Empleados Agraviados. El Tribunal aprobó preliminarmente el acuerdo propuesto por considerarlo justo, razonable y adecuado, autorizó esta notificación y programó una audiencia para determinar si otorga la Aprobación Final.

3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?

1. Los Demandados pagarán \$1,200,000.00 como el Monto Total del Acuerdo ("Acuerdo Total"). Los Demandados han acordado depositar el Monto Total del Acuerdo en una cuenta a cargo del Administrador del Acuerdo. El Administrador utilizará el Monto Total del Acuerdo para pagar los Pagos Individuales de Clase, los Pagos Individuales de PAGA, el Pago por Servicios del Representante de la Clase, los honorarios y gastos de los Abogados de la Clase, los gastos del Administrador y las multas que se pagarán a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA"). Suponiendo que el Tribunal otorgue la Aprobación Final, los Demandados depositarán el Monto Total del Acuerdo a más tardar 14 días posteriores al ingreso de la Sentencia por el Tribunal y a que se convierta en Final. La Sentencia será final cuando el Tribunal emita Sentencia, o en fecha posterior si un Miembro de Clase Participante objeta al Acuerdo propuesto o la Sentencia es apelada.
2. Deducciones aprobadas por el Tribunal del Monto Total. En la Audiencia de Aprobación Final, los Demandantes o sus Abogados de la Clase solicitarán al Tribunal la aprobación de las siguientes deducciones del Acuerdo Total, cuyos montos serán determinados por el Tribunal en dicha audiencia:
 - A. Hasta \$400,000.00 (un tercio (1/3) del Acuerdo Total) a los Abogados de Clase por sus gastos y sus costos de litigación hasta \$35,000.00. Hasta la fecha, los Abogados de la Clase han trabajado e incurrido en gastos en la Acción sin recibir remuneración.

- B. Hasta \$15,000.00 (a cada Demandante) como Incentivo de Servicio de Representación de Clase por interponer la Demanda, colaborar con los Abogados de la Clase y representarla. Este pago será el único que recibirá el Demandante, además de su Pago Individual de Clase y de cualquier Pago Individual de PAGA.
- C. Hasta \$10,990.00 al Administrador por los servicios de gestión del Acuerdo.
- D. Hasta \$180,000.00 por Sanciones de PAGA, distribuidas en un 75% al Pago de la LWDA de PAGA y un 25% en Pagos Individuales de PAGA para los Empleados Agraviados, con base en sus Periodos de Pago de PAGA.

Los Miembros de Clase Participante tienen derecho a objetar cualquiera de estas deducciones. El Tribunal tomará en cuenta todas las objeciones.

- 3. Acuerdo Neto Distribuido a los Miembros de Clase. Tras realizar las deducciones mencionadas anteriormente sobre los montos aprobados por el Tribunal, el Administrador distribuirá el resto del Acuerdo Total (el “Acuerdo Neto”) mediante Pagos Individuales de Clase a los Miembros de Clase Participante, según sus Semanas Laborales del Período de Clase.
- 4. Impuestos adeudados por los Pagos a los Miembros de Clase. Los Demandantes y los Demandados solicitan al Tribunal la aprobación de la distribución del 20% de cada Pago Individual de Clase a salarios imponibles (“Parte Salarial”) y del 80% a intereses y sanciones (“Parte No Salarial”). La Parte Salarial está sujeta a retenciones y se reportará en los formularios W-2 del IRS. (Los Demandados pagarán por separado los impuestos sobre la nómina que adeude respecto de la parte salarial. Los Pagos Individuales de PAGA se consideran multas, no salarios, para efectos fiscales. El Administrador reportará los Pagos Individuales de PAGA y las Partes No Salariales de los Pagos Individuales de Clase en los formularios 1099 del IRS.

Si bien los Demandantes y los Demandados han acordado estas distribuciones, ninguna de las partes le brinda asesoría sobre si sus Pagos son tributables o cuánto podría adeudar en impuestos. Usted es responsable de pagar todos los impuestos (incluidas las multas y los intereses por impuestos atrasados) sobre cualquier pago recibido del Acuerdo propuesto. Debe consultar con un asesor fiscal si tiene alguna pregunta sobre las consecuencias fiscales del Acuerdo propuesto.

- 5. Cobrar los cheques a la brevedad. En el frente de cada cheque emitido para Pagos Individuales de Clase y de PAGA se mostrará la fecha de vencimiento (fecha de anulación). Si no lo cobra antes de dicha fecha (la cual no será de menos de 180 días después de su emisión), su cheque se cancelará automáticamente y el dinero se depositará a su nombre en el Fondo de Bienes No Reclamados del Contralor de California a nombre del Miembro de Clase. Si su cheque se extravió, debe contactar inmediatamente al Administrador del Acuerdo para un reemplazo. Puede buscar por la propiedad no reclamada en el sitio web del Estado: https://www.sco.ca.gov/search_upd.html.
- 6. Solicitudes de Exclusión del Acuerdo de Clase (Retiros). Se le considerará Miembro de Clase Participante, a menos que notifique por escrito al Administrador, a más tardar el **14 de abril de 2026**, su deseo de excluirse. La forma más sencilla de notificar al Administrador es enviar por correo, fax o correo electrónico, una Solicitud de Exclusión por escrito y firmada antes del **14 de abril de 2026** Fecha Límite de Respuesta. La Solicitud de Exclusión debe ser una carta del Miembro de Clase o de su representante, en la que se indiquen el nombre, la dirección actual y el número de teléfono, y se incluya una breve declaración que conste la exclusión del Acuerdo. Los Miembros de Clase excluidos (es decir, los Miembros de Clase No Participante) no recibirán Pagos Individuales de Clase, pero conservarán su derecho a presentar reclamaciones presentadas por los Demandantes contra los Demandados.

No puede optar por no participar en la parte relativa al Acuerdo de PAGA. Los Miembros de Clase que se excluyan del Acuerdo (Miembros de Clase No Participante) siempre serán elegibles para los Pagos Individuales de PAGA y cederán su derecho de presentar reclamaciones de PAGA contra los Demandados en base a los hechos del Período de PAGA, alegados en la Demanda.

- 7. El Acuerdo propuesto quedará sin efecto si el tribunal deniega su Aprobación Final. Es posible que el tribunal se niegue a otorgar la Aprobación Final del acuerdo o a dictar Sentencia. También es posible que el tribunal dicte una Sentencia que sea revocada en apelación. Los Demandantes y los Demandados han acordado que, en cualquiera de los casos, el acuerdo quedará sin efecto: los Demandados no realizarán ningún pago y los Miembros de Clase no interpondrán ninguna reclamación contra los Demandados.
- 8. Administrador. El tribunal ha designado a una empresa neutral, Apex Class Action Administration (el “Administrador” y/o “Administrador del Acuerdo”), para enviar este aviso, calcular y efectuar los pagos, y tramitar las Solicitudes de Exclusión de los Miembros de Clase. El Administrador también resolverá las impugnaciones de los Miembros de Clase relativas a las Semanas Laborales, enviará por correo y reenviará los cheques del Acuerdo y los formularios fiscales, y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador se encuentra en la sección 9 de este Aviso
- 9. Reclamaciones Liberadas de los Miembros de Clase Participante. Luego que la Sentencia sea definitiva y los Demandados hayan financiado por completo el Monto Total del Acuerdo, a los Miembros de Clase Participante se les prohibirá legalmente presentar cualquiera de las reclamaciones liberadas bajo el Acuerdo. Esto significa que, a menos que usted haya optado por excluirse válidamente del Acuerdo Colectivo, no podrá demandar, continuar demandando ni formar parte de ninguna otra demanda contra los Demandados ni entidades relacionadas por salarios en base a los hechos de Período de Clase y sanciones de PAGA en base a los hechos de Período de PAGA, como han sido alegados en la Demanda y conciliadas por este Acuerdo.

Los Miembros de Clase Participante estarán sujetos a la siguiente exoneración:

Todos los Miembros de Clase Participante, en nombre propio y de sus respectivos pasados y presentes representantes, agentes, abogados, herederos, administradores, sucesores y asignados, liberar a las Partes Exoneradas de (i) todas las reclamaciones que fueron o que pudieron ser alegadas basadas en los hechos del Periodo de Clase mencionadas en la Denuncia Operativa. Excepto por lo establecido en la Liberación de PAGA de Empleados (más adelante), los Miembros de Clase Participante no liberarán

ninguna reclamación, incluyendo aquellas por beneficios adquiridos, despido injustificado, violación de la Ley de Empleo y Vivienda Justos, seguro de desempleo, discapacidad, seguridad social, seguro de accidentes de trabajo o reclamaciones basadas en los hechos sucedidos fuera del Periodo de Clase.

10. Exoneración de PAGA de los Empleados Agraviados. Luego de que el Tribunal emita sentencia final y los Demandados hayan financiado por completo el Monto Total del Acuerdo (y la parte de impuestos de nómina), todos los Empleados Agraviados no podrán presentar ninguna reclamación de PAGA contra los Demandados, independientemente de que se hayan excluido o no del Acuerdo. Esto significa que, los Empleados Agraviados, incluyendo aquellos que son Miembros de Clase Participante y los que se excluyeron del Acuerdo Colectivo, no podrán demandar, continuar demandando ni participar en ninguna otra reclamación conforme a PAGA contra los Demandados o entidades relacionadas con base a los hechos de Periodo de PAGA, alegados en la Demanda y conciliadas por este Acuerdo.

Las Exoneraciones de los Empleados Agraviados para Miembros de Clase Participante y No Participante son las siguientes:

Todos los Miembros de Clase Participante y No Participante que sean Empleados Agraviados deben liberar, en nombre propio y de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y asignados, liberar a las Partes Exoneradas de todas las reclamaciones por sanciones de PAGA que fueron o pudieron ser alegadas, basadas en los hechos mencionados en el Periodo de PAGA en la Denuncia Operativa y Aviso de PAGA.

4. ¿CÓMO CALCULARÁ EL ADMINISTRADOR MI PAGO?

1. Pagos Individuales de Clase. El Administrador calculará los Pagos Individuales de Clase (a) dividiendo el Monto Neto del Acuerdo entre el número total de Semanas Laborales trabajadas por todos los Miembros de Clase Participante y (b) multiplicando el resultado por el número de Semanas Laborales trabajadas por cada Miembro de Clase Participante.
2. Pagos Individuales de PAGA. El Administrador calculará los Pagos Individuales de PAGA (a) dividiendo \$45,000.00 entre el número total de Periodos de Pago de PAGA trabajados por todos los Empleados Agraviados y (b) multiplicando el resultado por el número de Periodos de Pago de PAGA trabajados por cada Empleado Agraviado.
3. Impugnación de Semanas Laborales/Periodos de Pago. El número de Semanas laborales trabajadas durante el Periodo de Clase y el número de Periodos de Pago de PAGA en los que trabajó durante el Periodo de PAGA, tal como se muestran en los registros de los Demandados, se mencionan en la primera página de este Aviso. Tiene a más tardar el **14 de abril de 2026** para impugnar el número de Semanas laborales y/o Periodos de Pago acreditados. Puede presentar su impugnación mediante la firma y el envío de una carta al Administrador por correo electrónico, fax o correo postal. La sección 9 de este Aviso contiene la información de contacto del Administrador.

Debe respaldar su impugnación con copias de los recibos de pago u otros documentos. El Administrador aceptará como correcto el cálculo de las Semanas Laborales y/o Periodos de Pago de los Demandados, basado en sus propios registros, a menos que usted envíe copias de registros que contengan información contraria. Debe enviar copias en lugar de originales, ya que los documentos no le serán devueltos. El Administrador resolverá las impugnaciones de Semanas Laborales y/o Periodos de Pago de PAGA con base en su documentación y en la información proporcionada por el Abogado de la Clase (quien representará a los Miembros de Clase Participante) y los Abogados Defensores. La decisión del Administrador es definitiva. No podrá apelar ni impugnar dicha decisión.

5. ¿POR CUÁL MEDIO RECIBIRÉ MI PAGO?

1. Miembros de Clase Participante: El Administrador enviará, por correo postal, un solo cheque a cada Miembro de Clase Participante (es decir, a cada Miembro de la Clase que no opte por no participar), incluidos aquellos que también califiquen como Empleados Agraviados. Será un único cheque que combine el Pago Individual de Clase y el de PAGA.
2. Miembros de Clase No Participante. El Administrador enviará por correo postal un cheque de Pago Individual de PAGA a cada Empleado Agraviado que opte por no participar en el Acuerdo de Clase (es decir, a cada Miembro de Clase No Participante).

Su cheque se enviará a la misma dirección que figura en este aviso. Si cambia de dirección, notifique al Administrador lo antes posible. La sección 9 de este aviso contiene la información de contacto del Administrador

6. ¿CÓMO PUEDO EXCLUIRME DEL ACUERDO COLECTIVO?

Envíe una carta escrita y firmada con su nombre, dirección actual, número de teléfono y una declaración simple de que no desea participar en el Acuerdo. El Administrador lo excluirá en función de cualquier solicitud por escrito que comunique su exclusión. Asegúrese de firmar personalmente su solicitud, identificar la Demanda como *Beatty, et al. v. Homer T. Hayward Lumber Co., et al.*, e incluya su información de identificación (nombre completo, dirección, número de teléfono, fechas aproximadas de empleo y número de seguro social para fines de verificación). Usted debe presentar la solicitud personalmente. Si otra persona realiza la solicitud en su nombre, no será válida. **El Administrador debe recibir su solicitud de exclusión a más tardar el 14 de abril de 2026; de lo contrario, la solicitud será inválida.** La sección 9 del Aviso contiene la información de contacto del Administrador.

7. ¿CÓMO PUEDO OBJETAR AL ACUERDO?

Solo los Miembros de Clase Participante tienen derecho a oponerse al Acuerdo. Antes de decidir si se opone, le recomendamos consultar la solicitud de aprobación que presentan los Demandantes y los Demandados ante el Tribunal. Al menos 16 días judiciales antes del **8 de mayo de 2026** Audiencia de Aprobación Final, los Abogados de la Clase y/o la Demandante presentarán ante el Tribunal (1) una Moción de Aprobación Final que incluirá, entre otras cosas, las razones por las que el Acuerdo propuesto es justo, y (2) una Moción de Honorarios, Gastos de Litigio y Compensación por Servicios que indicará (i) el monto que solicitan los Abogados de la Clase por concepto de honorarios y gastos de litigio; y (ii) el monto que solicita la Demandante como Incentivo de Representante de la Clase. Si lo solicita, los Abogados de la Clase

(cuya información de contacto se encuentra en la Sección 9 de este Aviso) le enviarán copias de estos documentos sin costo alguno. También puede visitar el sitio web del Administrador, al ir a www.apexclassaction.com/homerthaywardco.

Un Miembro de Clase Participante que no esté de acuerdo con algún aspecto del Acuerdo, la Moción de Aprobación Final y/o la Moción de Honorarios, Gastos de Litigio y Compensación por Servicios, puede presentar una objeción, por ejemplo, alegando que el Acuerdo propuesto es injusto o que las cantidades solicitadas por los Abogados de la Clase o los Demandantes son demasiado altas o bajas. **El plazo para presentar objeciones por escrito al Administrador es, a más tardar, el 14 de abril de 2026.** Asegúrese de indicar al Administrador a qué se opone, por qué se opone y cualquier hecho que la respalde. Identifique la Demanda *Beaty, et al. v. Homer T. Hayward Lumber Co., et al.* e incluya su nombre, dirección actual, número de teléfono, fechas aproximadas de empleo para los Demandados y firme la objeción. La sección 9 de este Aviso contiene la información de contacto del Administrador.

Como alternativa, un Miembro de Clase Participante puede objetar (o contratar personalmente a un abogado para que lo haga a su propio costo) asistiendo a la Audiencia de Aprobación Final. Usted (o su abogado) debe estar preparado para explicar al Tribunal a qué se opone, por qué lo hace y cuáles son los hechos que la respaldan. Consulte la sección 8 de este Aviso (inmediatamente a continuación) para obtener detalles sobre la Audiencia de Aprobación Final

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN FINAL?

Puede asistir a la Audiencia de Aprobación Final el 8 de mayo de 2026 a las 10:00 a.m. en el Departamento 4 del Tribunal Superior de Santa Barbara en 1100 Anacapa Street, Santa Barbara, CA 93121. En la Audiencia, el juez decidirá si aprueba definitivamente el acuerdo y qué porción del Acuerdo Total se pagará a los Abogados de la Clase, los Demandantes y al Administrador. El Tribunal recibirá comentarios de quienes presenten objeciones, de los Abogados de la Clase y de los Abogados Defensores antes de tomar una decisión. Puede asistir (o contratar a un abogado para que asista) personal o virtualmente a través de Zoom — <https://www.zoomgov.com/j/1613787556?pwd=NzFQMGMjOY1F0a1dadUxmId82QmJmQT09> —. Consulte el sitio web del Tribunal para obtener la información más actualizada.

Es posible que el Tribunal re programe la Audiencia de Aprobación Final. Debe consultar con antelación el sitio web del Administrador yendo a www.apexclassaction.com/homerthaywardco o comunicarse con el Abogado de la Clase para verificar la fecha y hora de la Audiencia de Aprobación Final.

9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?



El Acuerdo detalla todo lo que los Demandados y los Demandantes se han comprometido a realizar en virtud del Acuerdo propuesto. La forma más sencilla de leer el Acuerdo, la Sentencia o cualquier otro documento del Acuerdo es visitar el sitio web del Administrador en www.apexclassaction.com/homerthaywardco. Además, puede comunicarse por llamada o correo electrónico con los Abogados de Clase o el Administrador usando la información de contacto detallada a continuación, o consultando el sitio web del Tribunal en (<https://www.santabarbara.courts.ca.gov/online-services/case-records-search>) e ingresando los Números de Casos de la Demanda: 22CV04265 y 22CV04267

NO LLAME AL TRIBUNAL SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

<u>Abogados de Clase:</u> John G. Yslas, Jeffrey C. Bills, and Lisa B. Iturriaga jyslas@wilshirelawfirm.com jbills@wilshirelawfirm.com lisa.iturriaga@wilshirelawfirm.com Wilshire Law Firm, PLC 660 S. Figueroa Street, Sky Lobby Los Angeles, CA 90017 Telephone: (213) 381-9988	<u>Administrador del Acuerdo:</u> Apex Class Action claims@apexclassaction.com PO Box 54668, Irvine, CA 92619 Teléfono: (800) 355-0700 Fax: (949) 989-4428
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10. ¿Y SI PIERDO MI CHEQUE DEL ACUERDO?

Si pierde o extravía su cheque de indemnización antes de cobrarlo, el Administrador lo reemplazará siempre que lo solicite antes de la fecha de vencimiento indicada en el cheque original. Si su cheque ya está anulado, no hay manera de recuperar su pago.

11. ¿Y SI MI DIRECCIÓN CAMBIA?

Para recibir su cheque, debe notificar de inmediato al Administrador cualquier cambio en su domicilio.

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Jeffrey C. Bills (SBN 301629)
jeffrey.bills@wilshirelawfirm.com
Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
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Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA**

CEDRIC A. BEATY and JORGE L.
ZARAGOZA VALDOVINOS, individually, and
on behalf of all others similarly situated,

Plaintiffs,

v.

HOMER T. HAYWARD LUMBER CO., a
California corporation; UNITED STAFFING
ASSOCIATES, LLC, a California limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 22CV04267 (Class)
Case No.: 22CV04265 (PAGA)

*Assigned for all purposes to:
Hon. Donna D. Geck
Dept. 4*

**DECLARATION OF PLAINTIFF
CEDRIC A. BEATY IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

FINAL APPROVAL HEARING

Date: May 8, 2026
Time: 10:00 a.m.
Dept: 4

I, Cedric A. Beaty, declare as follows:

1. I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. I submit this declaration in support of my Motion for Final Approval of Class Action and PAGA Settlement.

Risks, Both Financial and Otherwise, Faced in Bringing the Suit

2. When I decided to become involved in this lawsuit as a class representative on behalf of other employees of defendants Homer T. Hayward Lumber Co. and United Staffing Associates, LLC (collectively, “Defendants”) and as a private attorney general for the State of California, I understood that I was not only seeking unpaid wages and penalties on behalf of myself, but also for other employees who worked for Defendants, and that by doing so, I would be delaying more immediate recovery available to me through the Labor Commissioner’s office.

3. I was also made aware that being a class representative and private attorney general in an action filed on behalf of others would subject me to a stigma that is sometimes associated with those who bring these kinds of lawsuits. I was aware that, as a class representative and private attorney general, I might be responsible for some or all of Defendants’ legal costs if the case was not successfully concluded. Even with knowledge of these risks, I was willing to go forward and to act on behalf of the other employees and the State of California, but I was nervous about losing and having a judgment filed against me for costs or losing job opportunities in the future.

4. I understood that there were risks involved in class and representative action lawsuits. I understood that the lawsuit could continue for several years and require my services and attention throughout the entire length of the lawsuit. I learned that even if we won at trial, the case could be further delayed by appeals.

Notoriety and Personal Difficulties Encountered

5. As the named plaintiff, I am the face of the litigation. Additionally, the class notice that was mailed in this case was sent to 612 current and former employees of Defendants. The notice informed all of these employees that I filed a class and representative action against Defendants. Exposing myself to this kind of publicity creates a risk for my future career prospects, since current and former employees of Defendants may move to different companies within the industry or may

know people at other companies within the industry who may not want to hire someone who sued his employer.

Amount of Time and Effort Spent and Duration of the Litigation

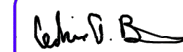
6. I have spent a substantial amount of time and effort on this litigation. My work on this case has included, among other things, gathering and providing my payroll records and other documents, discussing potential witnesses, reviewing discovery information and data (if any), assisting my attorneys oppose Defendants motion to compel arbitration in the Class case and PAGA case, assisting my attorneys prepare for mediation by discussing my claims and experience, being on-call for my attorneys on the date of mediation should any questions or concerns arise, and participating in settlement discussions. After mediation, I remained actively involved by reviewing the settlement papers and regularly contacted my counsel for updates. I also assisted my attorneys by providing a declaration for preliminary approval. I estimate that since I retained my counsel in July 2022 (almost four years ago), I have spent approximately 45-50 hours on the activities described above. I anticipate I will spend an additional 1-2 hours after the Final Approval wrapping up this Action.

Personal Benefit Received as a Result of the Litigation

7. Absent the requested service payment, the personal benefit I will receive is the same as all other employees. But unlike the other employees, I have signed a general release for Defendants. The other employees are only releasing the wage and hour claims asserted in the lawsuit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 4/16/2026, at Santa Maria, California.

Signed by:



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CEDRIC A. BEATY

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Jeffrey C. Bills (SBN 301629)
jeffrey.bills@wilshirelawfirm.com
Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
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Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA**

CEDRIC A. BEATY and JORGE L.
ZARAGOZA VALDOVINOS, individually, and
on behalf of all others similarly situated,

Plaintiffs,

v.

HOMER T. HAYWARD LUMBER CO., a
California corporation; UNITED STAFFING
ASSOCIATES, LLC, a California limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 22CV04267 (Class)
Case No.: 22CV04265 (PAGA)

*Assigned for all purposes to:
Hon. Donna D. Geck
Dept. 4*

**DECLARATION OF PLAINTIFF JORGE
L. ZARAGOZA VALDOVINOS IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

FINAL APPROVAL HEARING

Date: May 8, 2026
Time: 10:00 a.m.
Dept: 4

I, Jorge L. Zaragoza Valdovinos, declare as follows:

1. I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. I submit this declaration in support of my Motion for Final Approval of Class Action and PAGA Settlement.

Risks, Both Financial and Otherwise, Faced in Bringing the Suit

2. When I decided to become involved in this lawsuit as a class representative on behalf of other employees of defendants Homer T. Hayward Lumber Co. and United Staffing Associates, LLC (collectively, "Defendants"), I understood that I was not only seeking unpaid wages on behalf of myself, but also for other employees who worked for Defendants, and that by doing so, I would be delaying more immediate recovery available to me through the Labor Commissioner's office.

3. I was also made aware that being a class representative in an action filed on behalf of others would subject me to a stigma that is sometimes associated with those who bring these kinds of lawsuits. I was aware that, as a class representative, I might be responsible for some or all of Defendants' legal costs if the case was not successfully concluded. Even with knowledge of these risks, I was willing to go forward and to act on behalf of the other employees, but I was nervous about losing and having a judgment filed against me for costs or losing job opportunities in the future.

4. I understood that there were risks involved in class action lawsuits. I understood that the lawsuit could continue for several years and require my services and attention throughout the entire length of the lawsuit. I learned that even if we won at trial, the case could be further delayed by appeals.

Notoriety and Personal Difficulties Encountered

5. As the named plaintiff, I am the face of the litigation. Additionally, the class notice that was mailed in this case was sent to 612 current and former employees of Defendants. The notice informed all of these employees that I filed a class action against Defendants. Exposing myself to this kind of publicity creates a risk for my future career prospects, since current and former employees of Defendants may move to different companies within the industry or may know people at other companies within the industry who may not want to hire someone who sued his employer.

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Amount of Time and Effort Spent and Duration of the Litigation

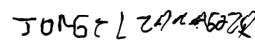
6. I have spent a substantial amount of time and effort on this litigation. My work on this case has included, among other things, gathering and providing my payroll records and other documents, discussing potential witnesses, reviewing discovery information and data (if any), assisting my attorneys oppose Defendants motion to compel arbitration in the Class case, assisting my attorneys prepare for mediation by discussing my claims and experience, being on-call for my attorneys on the date of mediation should any questions or concerns arise, and participating in settlement discussions. After mediation, I remained actively involved by reviewing the settlement papers and regularly contacted my counsel for updates. I also assisted my attorneys by providing a declaration for preliminary approval. I estimate that since I retained my counsel in July 2022 (almost four years ago), I have spent approximately 40 hours on the activities described above. I anticipate I will spend an additional 1-2 hours after the Final Approval wrapping up this Action.

Personal Benefit Received as a Result of the Litigation

7. Absent the requested service payment, the personal benefit I will receive is the same as all other employees. But unlike the other employees, I have signed a general release for Defendants. The other employees are only releasing the wage and hour claims asserted in the lawsuit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 4/16/2026, at Union City, California.

Signed by:



E598CE9305CE43E

JORGE L. ZARAGOZA VALDOVINOS

1 John G. Yslas (SBN 187324)
2 john.yslas@wilshirelawfirm.com
3 Jeffrey C. Bills (SBN 301629)
4 jeffrey.bills@wilshirelawfirm.com
5 Lisa B. Iturriaga (SBN 339678)
6 lisa.iturriaga@wilshirelawfirm.com
7 **WILSHIRE LAW FIRM, PLC**
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9 Los Angeles, California 90017
10 Telephone: (213) 381-9988
11 Facsimile: (213) 381-9989

12 *Attorneys for Plaintiffs*

13
14
15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF SANTA BARBARA**

17 CEDRIC A. BEATY and JORGE L.
18 ZARAGOZA VALDOVINOS, individually, and
19 on behalf of all others similarly situated,

20 Plaintiffs,

21 v.

22 HOMER T. HAYWARD LUMBER CO., a
23 California corporation; UNITED STAFFING
24 ASSOCIATES, LLC, a California limited
25 liability company; and DOES 1 through 10,
26 inclusive,

27 Defendants.

Case No.: 22CV04267 (Class)
Case No.: 22CV04265 (PAGA)

Assigned for all purposes to:
Hon. Donna D. Geck
Dept. 4

**DECLARATION OF JOHN G. YSLAS IN
SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

FINAL APPROVAL HEARING

Date: May 8, 2026
Time: 10:00 a.m.
Dept: 4

DECLARATION OF JOHN G. YSLAS

I, John G. Yslas, declare as follows:

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”), counsel of record for plaintiffs Cedric A. Beaty and Jorge L. Zaragoza Valdovinos (collectively, “Plaintiffs”). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness.

2. I submit this declaration in support of Plaintiffs’ Motion for Final Approval of Class Action and PAGA Settlement.

3. Plaintiffs are represented by WLF. The attorneys at WLF performed significant work and expended litigation costs in prosecuting this matter with no guarantee of payment.

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

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

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

7. Upon graduating from law school in 1996, I worked for a boutique law firm practicing general litigation which included employment law matters. Since 2000 (that is, the last 26 years) my practice has been exclusively focused on labor and employment matters including handling wage and hour class, collective and representative actions (including the

1 California Private Attorneys General Act, or “PAGA”), including in the international law firms
2 of Morgan, Lewis & Bockius LLP (where I was a senior associate), Foley & Lardner LLP
3 (where I was a partner and a national Vice Chair of the Labor and Employment Group), Norton
4 Rose Fulbright LLP (where I was a partner) and Seyfarth Shaw LLP (where I was a partner and
5 member of the Wage and Hour Practice Group). During my time at these law firms, I was the
6 primary attorney or took a major leading role in defending employers on numerous wage and
7 hour class, collective and representative actions.

8 8. In late June 2022 I left Seyfarth Shaw LLP and joined my current firm, Wilshire
9 Law Firm, PLC, to represent plaintiff employees. I have been and am handling many wage and
10 hour class and representative actions litigating such matters on behalf of plaintiff employees in
11 numerous Superior Courts and District Courts. Across matters representing both plaintiffs and
12 defendants, I have successfully mediated the resolution of many wage and hour class,
13 collective, and representative actions. Since starting to settle cases in late April 2023 I have
14 already successfully mediated matters in which I have been counsel or co-counsel resulting in
15 **well over \$235 million** in settlements and verdicts that are in the process of being finalized,
16 and with numerous upcoming mediations scheduled. In these and numerous other matters, I
17 have managed and assisted with the litigation and settlement of many wage and hour PAGA
18 and class actions. In those actions, I performed similar tasks as those performed in the course
19 of prosecuting this action. Indeed, I recently tried and prevailed in achieving a jury verdict in
20 a certified wage and hour class action in the matter of *Aguilar-Flores v. Javier’s – CC LLC*,
21 Los Angeles County Superior Court, Case No. 19STCV36438 (settled after verdict).

22 9. I have received numerous awards for my legal work. For example, from 2015 to
23 2018, I was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson
24 Reuters). I have also served on numerous prominent boards and in other leadership positions,
25 including serving as Southern California Regional President for the Hispanic National Bar
26 Association and on the board of directors of the Mexican American Bar Foundation. I also
27 previously served on the 5-member Los Angeles Civil Service Commission, which generally
28

1 oversees the personnel decisions for the City of Los Angeles.

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

9 11. Jeffrey C. Bils is a Junior Partner at WLF. He graduated from the University of
10 Wisconsin–Madison with a Bachelor of Arts in Journalism and German, and received his Juris
11 Doctor from the University of California, Los Angeles School of Law in 2014. During law
12 school, he was a Senior Editor on the UCLA Law Review and an Articles Editor on the
13 Entertainment Law Review. Mr. Bils served as a Judicial Extern for the Hon. Consuelo Bland
14 Marshall in United States District Court for the Central District of California, and also for the
15 Hon. Sandra R. Klein of United States Bankruptcy Court for the Central District of California.
16 Mr. Bils graduated ranked No. 7 in his graduating class from UCLA School of Law. He was
17 admitted to practice law in the State of California in 2014. Since graduating from law school,
18 he has focused his legal work primarily on employment matters, including wage-and-hour class
19 action and PAGA representative action litigation, and he has helped obtain dozens of
20 settlements on behalf California workers, as well as on behalf of California employers during
21 his years on the defense bar. Mr. Bils is a member of the Beverly Hills Bar Association
22 (BHBA), where he is a past member of the Board of Governors and a past Chair of the Labor
23 & Employment Law Section Executive Committee. He is also a member of the California
24 Employment Lawyers Association (CELA) and the Consumer Attorneys Association of Los
25 Angeles (CAALA). Mr. Bils currently bills at an hourly rate of \$900.00.

26 12. Aram Boyadjian was a fifth-year Associate Attorney at WLF. He was admitted
27 to practice law in the State of California in 2021. Mr. Boyadjian graduated from the University
28

1 of California, Los Angeles, with a Bachelor of Arts in Political Science. He received his Juris
2 Doctor from Loyola Law School. During law school, he was a member of the student editorial
3 board for the International and Comparative Law Review. While at WLF, his practice had
4 mainly been focused on wage and hour class action litigation. Mr. Boyadjian billed at an hourly
5 rate of \$600.00.

6 13. Lisa B. Iturriaga is a Settlement Attorney at Wilshire Law Firm, PLC. She was
7 admitted to practice law in the State of California in 2021. Ms. Iturriaga graduated from
8 University of South Florida with a Bachelor of Science in Finance and a Bachelor of Arts in
9 Marketing. She received her Juris Doctor from Chapman University Dale E. Fowler School of
10 Law. Since graduating, her practice has been in insurance defense (previously) and
11 employment law (currently). Since 2023, she has exclusively worked on Plaintiff-side wage
12 and hour cases. Ms. Iturriaga is also a member of the California Employment Lawyers
13 Association (CELA). Ms. Iturriaga currently bills at an hourly rate of \$600.00.

14 14. Andrew Sandoval was a third-year Associate Attorney at WLF. He was admitted
15 to practice law in the State of California in 2022. Mr. Sandoval graduated from Azusa Pacific
16 University with a Bachelor of Arts in Economics. He received his Juris Doctor from Loyola
17 Law School. During law school, he was a Vice-President of La Raza de Loyola. Since
18 graduating, his practice has mainly been focused on wage and hour class action litigation. Mr.
19 Sandoval billed at an hourly rate of \$500.00.

20 15. WLF's hourly rates are comparable to those charged by other class action
21 plaintiffs' counsel and the firms defending class actions. WLF's rates are well within the range
22 of hourly rates that the Los Angeles legal marketplace would compensate counsel for similar
23 services accomplishing similar results. For example, in *Bronshteyn v. State of California*, Los
24 Angeles County Superior Ct. No. 19SMCV00057, Order Granting Plaintiff's Motion for
25 Statutory Attorneys' Fees and Costs filed March 30, 2023, an employment action brought by
26 two small law firms (Levy, Vinick, Burrell & Hyams LLP and Law Offices of Wendy Musell),
27 the court found that counsel's 2022 hourly rates of \$1,100 and \$1,000 per hour were reasonable
28

1 for the plaintiff's five senior attorneys, including \$1,000 per hour for the plaintiff's 23-year
2 lead counsel and \$850 per hour for a senior associate. These rates were then augmented by a
3 1.75 lodestar multiplier and affirmed by the California Court of Appeals. The rates
4 (and multiplier) requested here are well in line with those found reasonable
5 in *Bronshteyn*. In *Tran v. Golden State FC LLC, et al.* (LASC Case No. BC699931), Fee Order
6 filed 4/8/2022, the court found hourly rates of \$1,300 per hour reasonable for plaintiff's 32-
7 year attorney and \$1,000 per hour reasonable for a 14-year attorney. The multiplier here is even
8 more compelling given PAGA counsel represents approximately 220 PAGA Members.

9 16. WLF has been approved as Class Counsel by courts in California. *See, e.g.,*
10 *Matthew Veliz v. DrinkPak, LLC*, Los Angeles County Superior Court, Case No.
11 22STCV37384, *Ismael Villegas-Sanchez v. COE Orchard Equipment, Inc.*, Sutter County
12 Superior Court, Case No. CVCS22-0002261; *Jessica Bronsal v. PTI Technologies Inc.*,
13 Ventura County Superior Court, Case No. 202200570361CUOE; *Miguel A. Vigil Ruiz v. The*
14 *De Ruosi Group, LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-
15 8780; *Gutierrez v. Top Drawer Merch, LLC et al*, Los Angeles County Superior Court, Case
16 No. 23STCV04299; *Wing v. Road Machinery, LLC et al*, Kern County Superior Court, Case
17 No. BCV-22-102896; *Hernandez v. SGPS Showrig Los Angeles, Inc.*, Los Angeles County
18 Superior Court, Case No. 22STCV28155; *Azevedo v. Tulare Nursing & Rehabilitation*
19 *Hospital, Inc.*, Tulare County Superior Court, Case No. VCU293325; *Haser v. Universal Chain*
20 *of California, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00332268; *Caldera*
21 *v. Performance Online, Inc. et al*, Riverside County Superior Court, Case No. CVRI2306013;
22 *Goosby v. CiminoCare, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00329033;
23 *Rooks v. Hot Cakes Restaurant Group, Inc.*, San Joaquin County Superior Court, Case No.
24 STK-CV-UOE-2022-11056; *Garcia v. Compassionate Heart*, Orange County Superior Court,
25 Case No. 30-2022-01294409-CU-OE-CXC; *Parra v. Citrus Valley Management Services, Inc.*,
26 Riverside County Superior Court, Case No. CVRI2301768; *Torres v. HomeShield Pest Control*
27 *Inc.*, Placer County Superior Court, Case No. S-CV-0049525; *Cabrera v. Creekside Auto*
28

1 *Group*, Santa Clara County Superior Court, Case No. 23CV415661; *Simpson v. Arcos*,
2 Riverside Superior Court, Case No. CVRI2303337; *Payne v. Planned Parenthood: Shasta-*
3 *Diablo, Inc.*, San Francisco County Superior Court, Case No. CGC-23-607359. The total hours
4 expended on this action are reasonable and in line with comparable cases.

5 17. In cases in which WLF has been approved as Class Counsel, California courts
6 have approved rates similar to those requested by WLF in the instant case. *See, e.g., Rodolfo*
7 *Ponce v. Youbar, Inc.*, Los Angeles County Superior Court, Case No. 22STCV37519 (WLF's
8 rates were approved as follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00),
9 Jeffrey C. Bils (\$850.00), Aram Boyadjian (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew
10 Sandoval (\$500.00)); *Sabrina N. Batres v. Wish Automotive II, Inc. dba Infiniti of Van Nuys*,
11 Los Angeles County Superior Court, Case No. 23STCV19968 (WLF's rates were approved as
12 follows: John G. Yslas (\$1,500.00), Jeffrey C. Bils (\$850.00), Aram Boyadjian (\$600.00), Lisa
13 B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Diandrea Correa et al. v.*
14 *CareMeridian, LLC, et. al.*, Los Angeles County Superior Court, Case No. 23STCV10707
15 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Samantha A. Smith
16 (\$1,000.00), Jeffrey C. Bils (\$850.00), Fawn F. Bekam (\$800.00), Diego Aviles (\$800.00),
17 Aram Boyadjian (\$600.00), Harry Erganyan (\$600.00), Lisa B. Iturriaga (\$550.00), and
18 Andrew Sandoval (\$500.00)); *Carlos Santos Granados v. Sunny Hills Management Co., Inc.*,
19 Los Angeles County Superior Court, Case No. 23STCV02109 (WLF's rates were approved as
20 follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bils (\$850.00),
21 Diego Aviles (\$750.00), Courtney M. Miller (\$650.00), Aram Boyadjian (\$600.00), Harry
22 Erganyan (\$600.00), Mariam Nazaretyan (\$550.00), Lisa B. Iturriaga (\$550.00), and Andrew
23 Sandoval (\$500.00)); *Kayla Kurges v. Khanna Enterprises, Ltd. dba Sheraton Agoura Hills*,
24 Los Angeles County Superior Court, Case No. 24STCV01590 (WLF's rates were approved as
25 follows: John G. Yslas (\$1,500.00), Jeffrey C. Bils (\$850.00), Aram Boyadjian (\$600.00), Lisa
26 B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Thora Magney et al. v. Levi Strauss*
27 *& Co., et al.*, Los Angeles County Superior Court, Case No. 24STCV02320 (WLF's rates were
28

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

17 18. In support of the reasonableness of WLF's hourly rates, attached as **Exhibit 1** is
18 a true and correct excerpt from the *2025 Real Rate Report* published by Wolters Kluwer. The
19 Real Rate Report is widely relied upon in the legal industry because it is derived from
20 anonymized billing data taken from actual law firm invoices that were submitted to clients and
21 approved for payment, rather than from voluntary surveys or self-reported rates. Although the
22 report refers to "2025" rates, the data reflects rates charged by law firms during the first half
23 of 2024 and therefore represents the most recent available objective evidence of prevailing
24 market rates.

25 a. The report provides rate information filtered by geographic market, practice
26 type, and timekeeper role. Page 33 of the report reflects rates drawn from 565 partners and 518
27 associates practicing in Los Angeles. In that dataset, the third-quartile hourly rate is \$1,365 for
28

1 partners and \$982 for associates. These figures confirm that Los Angeles is a high-rate legal
2 market and that experienced litigation partners routinely bill in excess of \$1,300 per hour based
3 on rates actually paid by clients in 2024. The Real Rate Report further shows that in the San
4 Diego market, partners with 21 or more years of experience command third-quartile billing
5 rates of approximately \$1,334 per hour, confirming that highly experienced litigators in major
6 California markets routinely bill at the upper end of the rate spectrum.

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

18 c. The Real Rate Report does not provide 1st quartile or 4th quartile
19 rates, presumably to provide a sense of the average attorney billing rates. Importantly, the third
20 quartile represents the point below which 75% of rates fall; it is not a cap on reasonable rates.
21 By definition, a substantial portion of partners in the relevant benchmark market routinely bill
22 above that level, particularly those with extensive experience, specialized expertise, or
23 leadership roles in complex litigation. Courts evaluating fee requests recognize that leading
24 counsel in complex or representative actions may reasonably bill above median or third-
25 quartile benchmarks where their experience, results obtained, and responsibilities justify higher
26 rates. We firmly believe WLF belongs in the 4th quartile of attorney billing rates in Northern
27 California. As previously discussed, WLF is a nationally recognized employment litigation
28

1 firm that has been named one of the nation's *Best Law Firms* by U.S. News & World Report
2 and Best Lawyers since 2020, and its attorneys regularly litigate complex wage-and-hour class
3 and representative actions throughout California. I am a UCLA School of Law graduate with
4 nearly three decades of experience litigating labor and employment matters—including as a
5 partner and holding leadership roles at major international law firms when I was on the defense
6 side for 26 years, as well as substantial recent class and representative action results including
7 being one of the few attorneys in the state of California to try a wage and hour class action to
8 verdict (and prevail), and achieving results exceeding \$235 million in just the last three years
9 since starting to settle matters as a plaintiffs' attorney. My credentials and experience place my
10 \$1,500.00 hourly rate within the highest tier of Northern California employment litigators,
11 consistent with rates that would fall within the fourth quartile beyond those reported in the Real
12 Rate Report.

13 19. WLF has performed significant work and incurred litigation costs in prosecuting
14 this matter with no guarantee of any payment. The efforts expended by Plaintiffs' counsel to
15 achieve this result include, but are not limited to, the following:

16 a. the investigation of the matter, including meeting with Plaintiffs, reviewing
17 Defendants' policies, and requesting and reviewing Plaintiffs' time and pay records, personnel
18 files, and exploring the corporate structure of Defendants;

19 b. filing the Actions;

20 c. attending status conferences and meeting and conferring with Defendants
21 regarding the case;

22 d. preparing and propounding written discovery on Defendants in the Class and
23 PAGA cases;

24 e. reviewing Defendants responses to Plaintiffs' written discovery in the Class and
25 PAGA cases;

26 f. preparing and filing motion to compel further responses as to written discovery
27 in the Class and PAGA cases, reviewing Defendants opposition to motion to compel further
28

1 responses in the Class and PAGA cases, and preparing and filing replies to Defendants'
2 opposition to motion to compel further responses in the Class and PAGA cases;

3 g. reviewing Defendants supplemental responses to Plaintiffs' written discovery in
4 the Class and PAGA cases;

5 h. reviewing Defendants motion to compel arbitration and supporting documents
6 in the Class and PAGA cases, preparing and filing opposition to Defendants' motion to compel
7 arbitration in the Class and PAGA cases, and reviewing Defendants reply to Plaintiffs'
8 opposition to Defendants' motion to compel arbitration in the Class and PAGA cases;

9 i. meeting and conferring with Defendants regarding mediation, exchange of
10 informal discovery beforehand, and negotiating with opposing counsel regarding the
11 parameters thereof;

12 j. selecting a mediator and mediation date;

13 k. working with opposing counsel, and expert consultants for the receipt of a
14 representative sampling and analyzing the same with the aid of expert consultants and Plaintiffs
15 to perform analyses of liability and exposure prior to attendance of the mediation in this matter;

16 l. reviewing policy documents from Defendants and researching applicable
17 defenses;

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

19 n. attendance at the mediations by all Parties and Counsel;

20 o. communicating with Plaintiffs who requested updates or other information
21 regarding this matter;

22 p. negotiating, finalizing and fully executing the settlement agreement;

23 q. preparing and filing the Class Motion for Preliminary Approval and supporting
24 documents;

25 r. reviewing defense counsel's substitution of attorney in the Class and PAGA
26 cases;

27 s. revising and filing the PAGA Motion for Preliminary Approval and supporting
28

documents;

t. communicating and/or coordinating with the settlement administrator and Defendants regarding the Class Data;

u. preparing and filing joint stipulations and orders;

v. preparing and filing *Ex Parte* Application and supporting documents and reviewing Defendants reply to Plaintiffs' *Ex Parte* Application;

w. attending *Ex Parte* hearing; and

x. preparing the instant Motion for Final Approval and supporting documents.

20. WLF's current lodestar reflects the efficiencies achieved by attorneys experienced in this field with **395.9** hours of work resulting in **\$394,340.00** in fees. WLF dedicated significant resources to this case by dividing the tasks required according to skill level. The hours expended by each attorney were not duplicative and reflect the extensive investigation and analysis that was required to achieve this Settlement. This amount does not include the time Class Counsel will spend at the final approval hearing and assisting the Settlement Administrator following final approval. The chart below shows the calculation of hours spent by each of WLF's attorneys on this case:

Attorney	Hours	Hourly Rate	Total
Lisa B. Iturriaga	22.5	\$600.00	\$13,500.00
Aram Boyadjian	66.4	\$600.00	\$39,840.00
Andrew Sandoval	73.6	\$500.00	\$36,800.00
Jeffrey C. Bils	76.5	\$900.00	\$68,850.00
John G. Yslas	156.9	\$1,500.00	\$235,350.00
TOTAL	395.9		\$394,340.00

21. The risk factors present in this case favor the application of a 1.01 multiplier. To begin, Class Counsel has singularly assumed the risk and costs of litigation purely on a contingency basis. And, while Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to each cause of action posing an actual risk that Plaintiffs may not

1 succeed at class certification and/or trial. Any of these obstacles could have prevented recovery
2 completely, meaning Class Counsel would have been left with no compensation for all the time
3 and money invested in litigating this case. Despite these risks, Class Counsel took this case on
4 a contingency basis so that Class Members (a particularly vulnerable group of hourly paid
5 workers) could be compensated for their unpaid wages. Consequently, Class Counsel was
6 precluded from focusing on, or taking on, other cases which could have resulted in a larger,
7 and less risky, monetary gain. This time could have been spent on other potentially lucrative
8 cases.

9 22. In litigation costs, WLF has spent \$29,838.07 on items such as filing fees,
10 service fees, mediation fees, and expert fees. A true and correct copies of WLF's cost reports
11 in this matter are attached hereto as **Exhibit 2**. Additionally, we anticipate incurring \$300.00
12 in anticipated future costs for filing fees and service fees for a total of \$30,138.07 in costs.
13 Since Class Counsel's costs do not exceed the maximum of \$35,000.00, the remaining
14 \$4,861.93 will revert to the Net Settlement Amount. All of the costs incurred were reasonable
15 and necessary for the prosecution of this case.

16 23. Class Counsel has negotiated a settlement here that they believe is fair,
17 reasonable, and adequate based on their prior experience litigating these type of cases.

18 24. To date, the LWDA has not responded to or objected to the Settlement in this
19 matter.

20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct. Executed on April 15, 2026 at Los Angeles, California.

22
23
24
25
26
27
28



John G. Yslas

EXHIBIT 1



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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NOTE:

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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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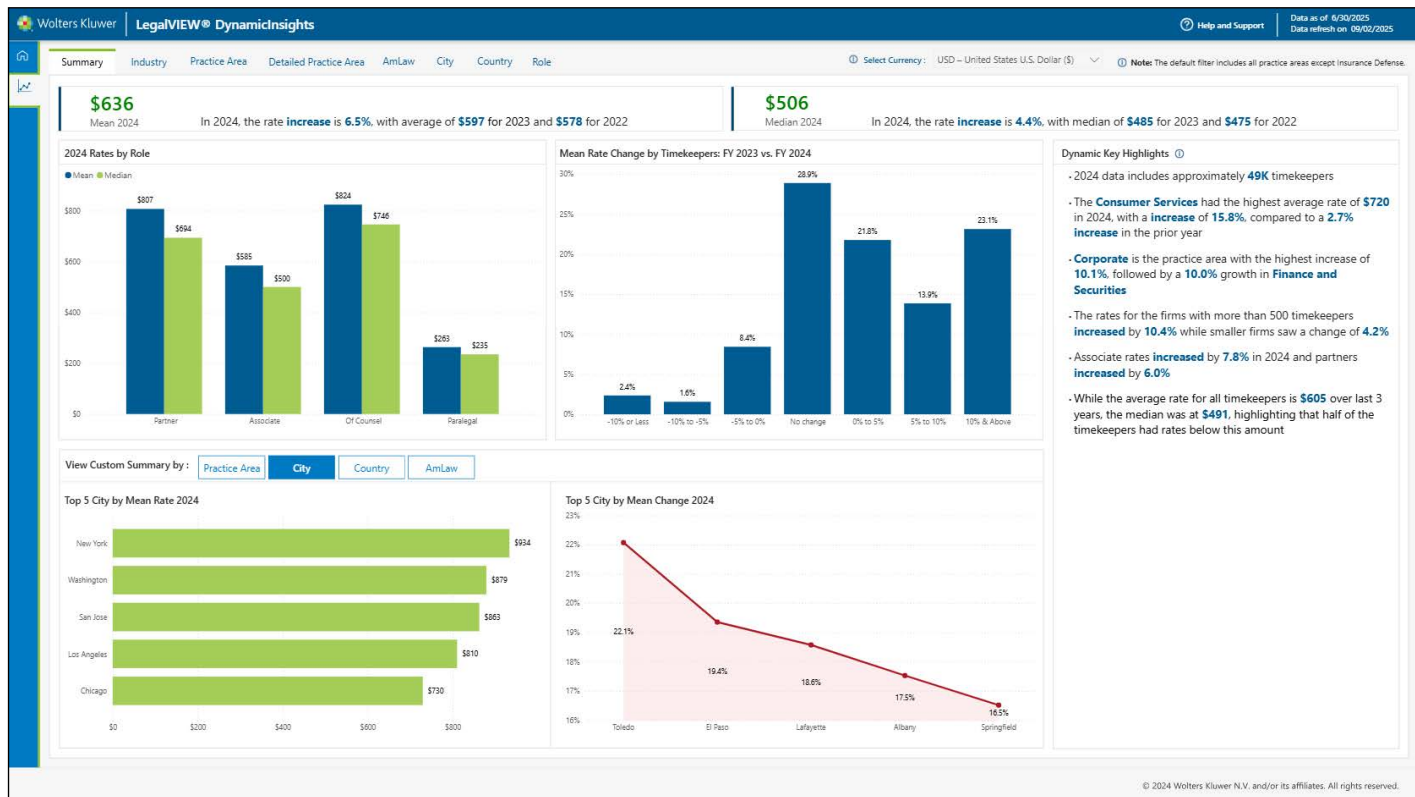
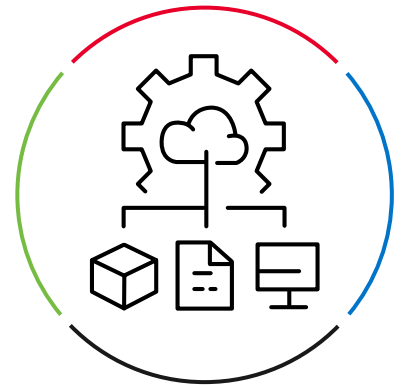


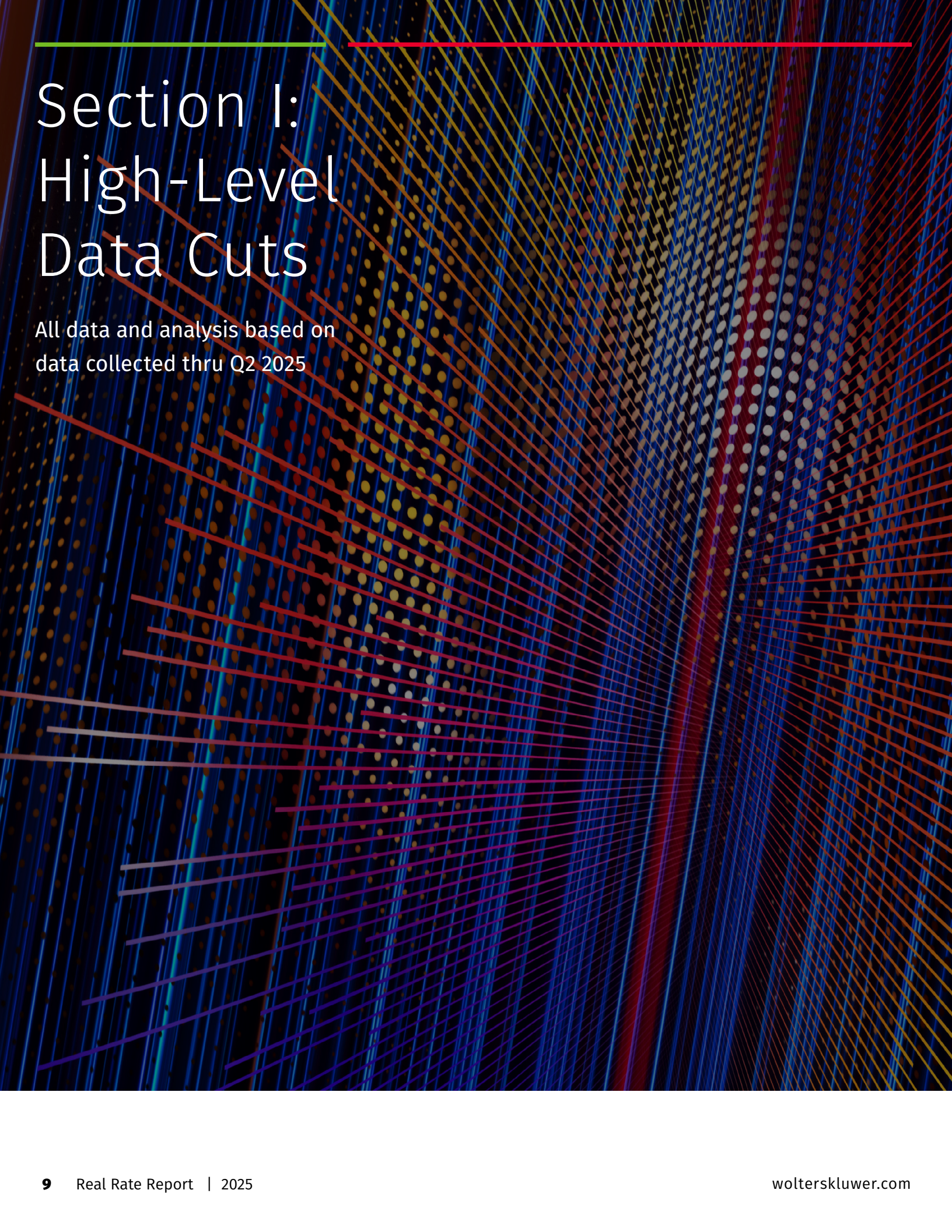
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- **Enhanced Transparency & Collaboration:** Strengthens law firm-client relationships through data-driven transparency and benchmarking.
- **Insight-Driven Decision Making:** Enables analysis across key dimensions to support strategic negotiations 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 Role

2025 Real Rates for Associate and Partner

Trend Analysis - Mean

City	Role	n	First Quartile	Median	Third Quartile	2025	2024	2023
Los Angeles CA	Partner	565	\$517	\$925	\$1,365	\$993	\$979	\$913
	Associate	518	\$485	\$720	\$982	\$761	\$741	\$684
Louisville KY	Partner	32	\$291	\$395	\$500	\$411	\$395	\$380
	Associate	19	\$275	\$290	\$342	\$304	\$274	\$268
Madison WI	Partner	10	\$275	\$420	\$491	\$420	\$443	\$563
Memphis TN	Partner	22	\$325	\$394	\$470	\$404	\$428	\$387
Miami FL	Partner	191	\$250	\$525	\$733	\$547	\$570	\$575
	Associate	128	\$175	\$330	\$479	\$357	\$389	\$393
Milwaukee WI	Partner	32	\$364	\$459	\$649	\$524	\$581	\$525
	Associate	18	\$322	\$455	\$690	\$498	\$462	\$404
Minneapolis MN	Partner	138	\$475	\$694	\$918	\$692	\$673	\$637
	Associate	111	\$333	\$450	\$620	\$485	\$467	\$432

Section I: High-Level Data Cuts

Cities By Years of Experience

2025 Real Rates for Partner						Trend Analysis - Mean		
City	Years of Experience	n	First Quartile	Median	Third Quartile	2025	2024	2023
Phoenix AZ	21 or More Years	25	\$350	\$490	\$674	\$559	\$499	\$540
Pittsburgh PA	Fewer Than 21 Years	41	\$501	\$600	\$810	\$669	\$658	\$599
	21 or More Years	72	\$480	\$691	\$860	\$705	\$733	\$669
Portland ME	21 or More Years	18	\$386	\$435	\$484	\$418	\$421	\$381
Portland OR	Fewer Than 21 Years	17	\$402	\$465	\$525	\$599	\$536	\$509
	21 or More Years	32	\$470	\$525	\$639	\$594	\$607	\$553
Raleigh NC	21 or More Years	12	\$396	\$475	\$510	\$489	\$477	\$477
Richmond VA	Fewer Than 21 Years	10	\$604	\$703	\$855	\$707	\$746	\$687
	21 or More Years	24	\$431	\$713	\$1,084	\$739	\$756	\$726
Salt Lake City UT	Fewer Than 21 Years	12	\$395	\$447	\$459	\$422	\$445	\$412
	21 or More Years	16	\$350	\$463	\$521	\$480	\$433	\$407
San Diego CA	21 or More Years	33	\$438	\$785	\$1,334	\$894	\$898	\$882



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 2

04/06/26
Accrual Basis

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 ...	10/31/2022		HomerHaywardLumber(Beaty)....	One Legal LLC	19199749-SUM & COM-Atty Svc for Court Filing-228585 Homer...	1,539.82	1,539.82
Credit ...	10/31/2022		HomerHaywardLumber(Beaty)....	One Legal LLC	19200228-SUM & COM-Atty Svc for Court Filing-228303 -Cedric ...	1,495.61	3,035.43
Credit ...	02/17/2023		HomerHaywardLumber(Beaty)....	One Legal LLC	19852151-CMS,Jury Deposit-Atty Svc for Court Filing-228303 Ce...	180.37	3,215.80
Credit ...	02/17/2023		HomerHaywardLumber(Beaty)....	One Legal LLC	19851777-CMS,Jury Fees-228585 Atty Svc for Court Filing-Hom...	84.68	3,300.48
Credit ...	02/18/2023		HomerHaywardLumber(Beaty)....	One Legal LLC	19852152-CMS,Jury Fees-Atty Svc for Court Filing-228585 Hom...	84.68	3,385.16
Credit ...	06/15/2023		HomerHaywardLumber(Beaty)....	One Legal LLC	20616193-CMS-Atty Svc for Court Filing-228585 HomerHayward...	27.90	3,413.06
Credit ...	06/16/2023		HomerHaywardLumber(Beaty)....	One Legal LLC	20616194-CMS-Atty Svc for Court Filing-228585 HomerHayward...	83.90	3,496.96
Bill	12/15/2022	53482	HomerHaywardLumber(Beaty)....	Valpro Attorney Services, LLC	53482 HomerHaywardLumber(Beaty).W&H File POS	45.00	3,541.96
Bill	12/16/2022	53557	HomerHaywardLumber(Beaty)....	Valpro Attorney Services, LLC	53557 HomerHaywardLumber(Beaty).W&H File POS	45.00	3,586.96
Credit ...	06/22/2023	20653496	HomerHaywardLumber(Beaty)....	One Legal LLC	20653496-CMS-Atty Svc for Court Filing-228585 HomerHayward...	25.84	3,612.80
Credit ...	06/23/2023	20653497	HomerHaywardLumber(Beaty)....	One Legal LLC	20653497-CMS-Atty Svc for Court Filing-228585 HomerHayward...	83.90	3,696.70
Credit ...	09/15/2023	21227713	HomerHaywardLumber(Beaty)....	One Legal LLC	21227713-CMS-Atty Svc for Court Filing-228585 HomerHayward...	25.84	3,722.54
Credit ...	09/19/2023	21227714	HomerHaywardLumber(Beaty)....	One Legal LLC	21227714-CMS-Atty Svc for Court Filing-228585 HomerHayward...	77.21	3,799.75
Credit ...	11/18/2023	21667104	HomerHaywardLumber(Beaty)....	One Legal LLC	21667104-CMS-Atty Svc for Court Filing-228303 Cedric A Beaty ...	28.93	3,828.68
Credit ...	11/20/2023	21667105	HomerHaywardLumber(Beaty)....	One Legal LLC	21667105-CMS-Atty Svc for Court Filing-228585 Cedric A Beaty ...	77.21	3,905.89
Credit ...	12/29/2023	21920330	HomerHaywardLumber(Beaty)....	One Legal LLC	21920330-Mtn,Decl,POS,Proposed Ord-Atty Svc for Court Filing...	90.80	3,996.69
Credit ...	01/17/2024	21920331	HomerHaywardLumber(Beaty)....	One Legal LLC	21920331-POS,Decl,Motion-Atty Svc for Court Filing-228585 Ce...	180.16	4,176.85
Credit ...	12/29/2023	21920450	HomerHaywardLumber(Beaty)....	One Legal LLC	21920450-Mtn,Decl,POS,Proposed Ord-Atty Svc for Court Filing...	121.69	4,298.54
Credit ...	01/17/2024	21920451	HomerHaywardLumber(Beaty)....	One Legal LLC	21920451-POS,Decl,Motion-Atty Svc for Court Filing-228585 Ce...	180.16	4,478.70
Credit ...	12/29/2023	21920567	HomerHaywardLumber(Beaty)....	One Legal LLC	21920567-Mtn,Decl,POS,Proposed Ord-Atty Svc for Court Filing...	90.80	4,569.50
Credit ...	01/17/2024	21920568	HomerHaywardLumber(Beaty)....	One Legal LLC	21920568-POS,Decl,Motion-Atty Svc for Court Filing-228585 Ce...	180.16	4,749.66
Credit ...	12/29/2023	21920639	HomerHaywardLumber(Beaty)....	One Legal LLC	21920639-Mtn,Decl,POS,Proposed Ord-Atty Svc for Court Filing...	90.80	4,840.46
Credit ...	01/17/2024	21920640	HomerHaywardLumber(Beaty)....	One Legal LLC	21920640-POS,Decl,Motion-Atty Svc for Court Filing-228585 Ce...	180.16	5,020.62
Credit ...	01/02/2024	21920721	HomerHaywardLumber(Beaty)....	One Legal LLC	21920721-Motion,Decl,POS-Atty Svc for Court Filing-228303 Ce...	121.69	5,142.31
Credit ...	01/17/2024	21920722	HomerHaywardLumber(Beaty)....	One Legal LLC	21920722-POS,Decl,Motion-Atty Svc for Court Filing-228585 Ce...	180.16	5,322.47
Credit ...	01/02/2024	21920862	HomerHaywardLumber(Beaty)....	One Legal LLC	21920862-Motion,Decl,POS-Atty Svc for Court Filing-228585 Ce...	90.80	5,413.27
Credit ...	01/17/2024	21920863	HomerHaywardLumber(Beaty)....	One Legal LLC	21920863-POS,Decl,Motion-Atty Svc for Court Filing-228585 Ce...	180.16	5,593.43
Credit ...	01/02/2024	21920922	HomerHaywardLumber(Beaty)....	One Legal LLC	21920922-Motion,Decl,POS-Atty Svc for Court Filing-228585 Ce...	90.80	5,684.23
Credit ...	01/17/2024	21920923	HomerHaywardLumber(Beaty)....	One Legal LLC	21920923-POS,Decl,Motion-Atty Svc for Court Filing-228585 Ce...	180.16	5,864.39
Credit ...	01/02/2024	21920973	HomerHaywardLumber(Beaty)....	One Legal LLC	21920973-Motion,Decl,POS-Atty Svc for Court Filing-228585 Ce...	90.80	5,955.19
Credit ...	01/17/2024	21920974	HomerHaywardLumber(Beaty)....	One Legal LLC	21920974-POS,Decl,Motion-Atty Svc for Court Filing-228585 Ce...	180.16	6,135.35
Credit ...	01/02/2024	21921079	HomerHaywardLumber(Beaty)....	One Legal LLC	21921079-Motion,Decl,POS-Atty Svc for Court Filing-228585 Ce...	90.80	6,226.15
Credit ...	01/17/2024	21921080	HomerHaywardLumber(Beaty)....	One Legal LLC	21921080-POS,Decl,Motion-Atty Svc for Court Filing-228585 Ce...	128.69	6,354.84
Credit ...	01/02/2024	21921116	HomerHaywardLumber(Beaty)....	One Legal LLC	21921116-Motion,Decl,POS-Atty Svc for Court Filing-228585 Ce...	90.80	6,445.64
Credit ...	01/17/2024	21921117	HomerHaywardLumber(Beaty)....	One Legal LLC	21921117-POS,Decl,Motion-Atty Svc for Court Filing-228585 Ce...	180.16	6,625.80
Credit ...	01/02/2024	21921148	HomerHaywardLumber(Beaty)....	One Legal LLC	21921148-Motion,Decl,POS-Atty Svc for Court Filing-228585 Ce...	121.69	6,747.49
Credit ...	01/02/2024	21921167	HomerHaywardLumber(Beaty)....	One Legal LLC	21921167-Motion,Decl,POS-Atty Svc for Court Filing-228585 Ce...	90.80	6,838.29
Credit ...	01/02/2024	21921189	HomerHaywardLumber(Beaty)....	One Legal LLC	21921189-Motion,Decl,POS-Atty Svc for Court Filing-228585 Ce...	90.80	6,929.09
Credit ...	01/02/2024	21921209	HomerHaywardLumber(Beaty)....	One Legal LLC	21921209-Motion,Decl,POS-Atty Svc for Court Filing-228585 Ce...	90.80	7,019.89
Credit ...	01/02/2024	21921234	HomerHaywardLumber(Beaty)....	One Legal LLC	21921234-Motion,Decl,POS-Atty Svc for Court Filing-228585 Ce...	90.80	7,110.69
Credit ...	01/02/2024	21921264	HomerHaywardLumber(Beaty)....	One Legal LLC	21921264-Motion,Decl,POS-Atty Svc for Court Filing-228585 Ce...	90.80	7,201.49
Credit ...	01/02/2024	21921293	HomerHaywardLumber(Beaty)....	One Legal LLC	21921293-Motion,Decl,POS-Atty Svc for Court Filing-228585 Ce...	90.80	7,292.29
Credit ...	01/02/2024	21921320	HomerHaywardLumber(Beaty)....	One Legal LLC	21921320-Motion,Decl,POS-Atty Svc for Court Filing-228585 Ce...	90.80	7,383.09
Credit ...	01/02/2024	21921338	HomerHaywardLumber(Beaty)....	One Legal LLC	21921338-Motion,Decl,POS-Atty Svc for Court Filing-228585 Ce...	90.80	7,473.89
Credit ...	01/02/2024	21921372	HomerHaywardLumber(Beaty)....	One Legal LLC	21921372-Motion,Decl,POS-Atty Svc for Court Filing-228585 Ce...	90.80	7,564.69
Credit ...	02/02/2024	22160666	HomerHaywardLumber(Beaty)....	One Legal LLC	22160666-CMS-Atty Svc for Court Filing-228585 Cedric A Beaty ...	20.69	7,585.38
Credit ...	02/15/2024	22160667	HomerHaywardLumber(Beaty)....	One Legal LLC	22160667-CMS-Atty Svc for Court Filing-228585 Cedric A Beaty ...	77.21	7,662.59
Credit ...	03/12/2024	22426069	HomerHaywardLumber(Beaty)....	One Legal LLC	22426069-Reply-Atty Svc for Court Filing-228585 Cedric A Beaty...	20.69	7,683.28
Credit ...	03/14/2024	22426070	HomerHaywardLumber(Beaty)....	One Legal LLC	22426070-Reply-Atty Svc for Court Filing-228585 Cedric A Beaty...	77.21	7,760.49
Credit ...	03/22/2024	22514774	HomerHaywardLumber(Beaty)....	One Legal LLC	22514774-Reply,Decl,Affid-POS-Atty Svc for Court Filing-228585...	20.69	7,781.18
Credit ...	03/25/2024	22514775	HomerHaywardLumber(Beaty)....	One Legal LLC	22514775-Reply,Decl,Affid,POS-Atty Svc for Court Filing-228585...	128.69	7,909.87
Credit ...	03/25/2024	22517493	HomerHaywardLumber(Beaty)....	One Legal LLC	22517493-JF deposit ntc,CMS-Atty Svc for Court Filing-228585 C...	20.80	7,930.67
Credit ...	04/09/2024	22642306	HomerHaywardLumber(Beaty)....	One Legal LLC	22642306-Opposition-Atty Svc for Court Filing-228585 Cedric A ...	20.69	7,951.36
Credit ...	05/14/2024	22891742	HomerHaywardLumber(Beaty)....	One Legal LLC	22891742-Opposition-Atty Svc for Court Filing-228585 Cedric A ...	30.99	7,982.35
Credit ...	05/14/2024	22891743	HomerHaywardLumber(Beaty)....	One Legal LLC	22891743-Opposition-Atty Svc for Court Filing-228585 Cedric A ...	77.21	8,059.56
Credit ...	03/27/2025	25018721	HomerHaywardLumber(Beaty)....	One Legal LLC	25018721-228585-Atty Svc for Court Filing-Decla,POS-HomerH...	119.98	8,179.54
Total 501500 · Court Filing Fees						8,179.54	8,179.54
501700 · Delivery & Freight							
Bill	04/15/2024	8-468-05236	HomerHaywardLumber(Beaty)....	FedEx	8-468-05236 HomerHaywardLumber(Beaty).W&H WLF to Littler ...	44.64	44.64
Bill	03/14/2023	8-063-63151	HomerHaywardLumber(Beaty)....	FedEx	8-063-63151-HomerHaywardLumber(Beaty).W&H-WLF to Littler ...	42.87	87.51
Bill	03/14/2023	8-063-63151	HomerHaywardLumber(Beaty)....	FedEx	8-063-63151-HomerHaywardLumber(Beaty).W&H-WLF to Littler ...	42.87	130.38
Total 501700 · Delivery & Freight						130.38	130.38

04/06/26
Accrual Basis

Wilshire Law Firm, PLC
Client Costs Detailed Report
All Transactions

Type	Date	Num	Class	Source Name	Memo	Amount	Balance
502500 - Legal Expenses							
Credit ...	08/25/2022		HomerHaywardLumber(Beaty)...	Department of Industrial Relati...	ORD-000191009 - 228585 HomerHaywardLumber(Beaty) W&H	75.00	75.00
Bill	08/25/2023	700423a	HomerHaywardLumber(Beaty)...	Cerveris Mediation	700423a-HomerHaywardLumber(Beaty) W&H Mediation Fee ske...	7,500.00	
Total 502500 - Legal Expenses							
502700 - Mediation Fees							
Bill	07/12/2024	700423b	HomerHaywardLumber(Beaty)...	Cerveris Mediation	700423b-HomerHaywardLumber(Beaty) W&H-50% Mediation Fe...	2,500.00	2,500.00
Total 502700 - Mediation Fees						2,500.00	2,500.00
503200 - Process Service Fees							
Bill	12/15/2022	53438	HomerHaywardLumber(Beaty)...	Valpro Attorney Services, LLC	53438 HomerHaywardLumber(Beaty) W&H Servee: Homer T. Ha...	107.00	107.00
Bill	12/15/2022	53439	HomerHaywardLumber(Beaty)...	Valpro Attorney Services, LLC	53439 HomerHaywardLumber(Beaty) W&H Servee: United Staffi...	107.00	214.00
Bill	05/15/2024	75991	HomerHaywardLumber(Beaty)...	Valpro Attorney Services, LLC	75991-HomerHaywardLumber(Beaty) W&H - Servee: Ryan L. Ed...	139.00	353.00
Total 503200 - Process Service Fees						353.00	353.00
503300 - Professional Fees							
Bill	09/20/2023	9570	HomerHaywardLumber(Beaty)...	Berger Consulting Group, LLC	9570-HomerHaywardLumber(Beaty) W&H-17.20 hrs of work	7,740.00	7,740.00
Total 503300 - Professional Fees						7,740.00	7,740.00
Total 500000 - COS							
TOTAL							

04/06/26
Accrual Basis

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 ...	02/17/2023		HomerHaywardLumber(PAGA)...	One Legal LLC	19851774-CMS;Jury Deposit-Atty Svc for Court Filing-228303 Ce...	183.87	183.87
Bill	12/15/2022	53481	HomerHaywardLumber(PAGA)...	Valpro Attorney Services, LLC	53481 HomerHaywardLumber(PAGA).W&H File POS	45.00	228.87
Bill	12/16/2022	53556	HomerHaywardLumber(PAGA)...	Valpro Attorney Services, LLC	53556 HomerHaywardLumber(PAGA).W&H File POS	45.00	273.87
Credit ...	09/15/2023	21227804	HomerHaywardLumber(PAGA)...	One Legal LLC	21227804-CMS-Atty Svc for Court Filing-236694 HomerHayward...	26.87	300.74
Credit ...	09/19/2023	21227805	HomerHaywardLumber(PAGA)...	One Legal LLC	21227805-CMS-Atty Svc for Court Filing-236694 HomerHayward...	77.21	377.95
Credit ...	01/17/2024	21921150	HomerHaywardLumber(PAGA)...	One Legal LLC	21921150-POS,Decl,Motion-Atty Svc for Court Filing-236694 Ce...	180.16	558.11
Credit ...	01/17/2024	21921168	HomerHaywardLumber(PAGA)...	One Legal LLC	21921168-POS,Decl,Motion-Atty Svc for Court Filing-236694 Ce...	180.16	738.27
Credit ...	01/17/2024	21921190	HomerHaywardLumber(PAGA)...	One Legal LLC	21921190-POS,Decl,Motion-Atty Svc for Court Filing-236694 Ce...	180.16	918.43
Credit ...	01/17/2024	21921210	HomerHaywardLumber(PAGA)...	One Legal LLC	21921210-POS,Decl,Motion-Atty Svc for Court Filing-236694 Ce...	180.16	1,098.59
Credit ...	01/17/2024	21921235	HomerHaywardLumber(PAGA)...	One Legal LLC	21921235-POS,Decl,Motion-Atty Svc for Court Filing-236694 Ce...	180.16	1,278.75
Credit ...	01/17/2024	21921265	HomerHaywardLumber(PAGA)...	One Legal LLC	21921265-POS,Decl,Motion-Atty Svc for Court Filing-236694 Ce...	180.16	1,458.91
Credit ...	01/17/2024	21921294	HomerHaywardLumber(PAGA)...	One Legal LLC	21921294-POS,Decl,Motion-Atty Svc for Court Filing-236694 Ce...	180.16	1,639.07
Credit ...	01/17/2024	21921321	HomerHaywardLumber(PAGA)...	One Legal LLC	21921321-POS,Decl,Motion-Atty Svc for Court Filing-236694 Ce...	180.16	1,819.23
Credit ...	01/17/2024	21921339	HomerHaywardLumber(PAGA)...	One Legal LLC	21921339-POS,Decl,Motion-Atty Svc for Court Filing-236694 Ce...	180.16	1,999.39
Credit ...	01/17/2024	21921373	HomerHaywardLumber(PAGA)...	One Legal LLC	21921373-POS,Decl,Motion-Atty Svc for Court Filing-236694 Ce...	180.16	2,179.55
Credit ...	01/11/2024	21995355	HomerHaywardLumber(PAGA)...	One Legal LLC	21995355-CMS-Atty Svc for Court Filing-236694 Cedric A Beaty ...	20.69	2,200.24
Credit ...	03/25/2024	22517045	HomerHaywardLumber(PAGA)...	One Legal LLC	22517045-CMS-Atty Svc for Court Filing-236694 Cedric A Beaty ...	20.69	2,220.93
Total 501500 · Court Filing Fees						2,220.93	2,220.93
502500 · Legal Expenses							
503200 · Process Service Fees							
Bill	12/12/2022	53440	HomerHaywardLumber(PAGA)...	Valpro Attorney Services, LLC	53440 HomerHaywardLumber(PAGA).W&H Servee: Homer T. H...	105.30	105.30
Bill	12/15/2022	53441	HomerHaywardLumber(PAGA)...	Valpro Attorney Services, LLC	53441 HomerHaywardLumber(PAGA).W&H Servee: United Staffi...	105.30	210.60
Bill	03/12/2024	73053	HomerHaywardLumber(PAGA)...	Valpro Attorney Services, LLC	73053-HomerHaywardLumber(PAGA).W&H Servee: Ryan L. Eddi...	135.00	345.60
Bill	03/27/2024	73650	HomerHaywardLumber(PAGA)...	Valpro Attorney Services, LLC	73650-HomerHaywardLumber(PAGA).W&H-Servee-Ryan L. Eddi...	180.00	525.60
Total 503200 · Process Service Fees						525.60	525.60
Total 500000 · COS							
TOTAL							

Wilshire Law Firm, PLC
Client Costs Detailed Report
All Transactions

Type	Date	Num	Class	Source Name	Memo	Amount	Balance
500000 - COS							
502500 - Legal Expenses							
Credit ...	09/28/2022		HomerHaywardLumber(Zarago	Department of Industrial Relati	ORD-000195106230358 HomerHaywardLumber(Zaragoza).W&H	75.00	75.00
Total 502500 - Legal Expenses							
Total 500000 - COS							
TOTAL							



WILSHIRE
LAW FIRM

Client Cost Report

Account	Type	Date	Num	Name	Matter Display Name	Line Memo	Amount
501500 Cost of Sale : Court Filing Fees	Credit Card	7/11/2025	CC073125TA-1295	One Legal LLC	Homer T. Hayward Lumber Co. (Beaty) - Wage & Hour (PAGA ONLY)	25815526-236694-Atty Svc for Court Filing-Change of Address-Homer T. Hayward Lumber Co. (Beaty) - Wage & Hour (PAGA ONLY)	\$29.31
501500 Cost of Sale : Court Filing Fees	Credit Card	7/14/2025	CC073125TA-1517	One Legal LLC	Homer T. Hayward Lumber Co. (Beaty) - Wage & Hour (PAGA ONLY)	25815785-236694-Atty Svc for Court Filing-Change of Address-Homer T. Hayward Lumber Co. (Beaty) - Wage & Hour (PAGA ONLY)	\$29.31
501500 Cost of Sale : Court Filing Fees	Credit Card	7/15/2025	CC073125TA-1605	One Legal LLC	Homer T. Hayward Lumber Co. (Beaty) - Wage & Hour (PAGA ONLY)	25815329-236694-Atty Svc for Court Filing-Declar,POS-Homer T. Hayward Lumber Co. (Beaty) - Wage & Hour (PAGA ONLY)	\$123.27
501500 Cost of Sale : Court Filing Fees	Credit Card	7/15/2025	CC073125TA-1638	One Legal LLC	Homer T. Hayward Lumber Co. (Beaty) - Wage & Hour (PAGA ONLY)	25814181-236694-Atty Svc for Court Filing-Prop Ord-Homer T. Hayward Lumber Co. (Beaty) - Wage & Hour (PAGA ONLY)	\$29.31
501500 Cost of Sale : Court Filing Fees	Credit Card	11/3/2025	CC113025TA-0379	One Legal LLC	Homer T. Hayward Lumber Co. (Beaty) - Wage & Hour (PAGA ONLY)	26681214-236694-Atty Svc for Court Filing-Stip & Ord-Cedric Beaty	\$53.63
Total							\$264.83



Client Cost Report

Account	Type	Date	Num	Name	Matter Display Name	Line Memo	Amount
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	1/21/2026	CC013126TA-1659	One Legal LLC	Iritec USA, Inc./ United Staffing Associates, LLC (Beaty) - Wage & Hour (Class Action)	27257789-228585-Atty Svc for Court Filing-Stip & Ord-Cedric Beaty-9/9/2021	\$55.83
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	12/8/2025	CC123125TA-1463	One Legal LLC	Iritec USA, Inc./ United Staffing Associates, LLC (Beaty) - Wage & Hour (Class Action)	26951912-228585-Atty Svc for Court Filing-Declar,Prop Ord-Cedric Beaty-9/9/2021	\$95.96
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Total							████

As of 2026-04-06 10:09:41 Pacific Standard Time/PST • Generated by Louis Montgomery

Expense Type equals E127 — DTF,DTF,E108 — Postage,E102 — Printing

[illegible]

As of 2026-04-06 10:25:14 Pacific Standard Time/PST • Generated by Louis Montgomery

Expense Type equals E127 — DTF,DTF,E108 — Postage,E102 — Printing

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Expenses Subtotals - Filtered Exp. Type

As of 2026-04-06 10:18:48 Pacific Standard Time/PST • Generated by Louis Montgomery

Filtered By

Show: All matters

Matter: ID equals a0L5G00000X7Ua4

Expense Type equals E127 — DTF,DTF,E108 — Postage,E102 — Printing

Display Name ↑	Expense Type ↑	Date	Expense: Expense ID	Provider Name	Note	Amount	Reduction Amount	Amount Paid	Amount Due.
Cedric Beaty - Wage & Hour: //	E102 — Printing	3/4/2023	E-3025737			\$34.50			\$34.50
		11/18/2022	E-2989754			\$0.25			\$0.25
		12/15/2022	E-2982050			\$0.25			\$0.25
		11/18/2022	E-2976782			\$0.00			\$0.00
	Subtotal	Sum				\$35.00	\$0.00	\$0.00	\$35.00
		Count	4						
Subtotal		Sum				\$35.00	\$0.00	\$0.00	\$35.00
		Count	4						
Total		Sum				\$35.00	\$0.00	\$0.00	\$35.00
		Count	4						