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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO**

CRUZ SOTO AND MONICA NANELLY
GARCIA, on behalf of themselves and on behalf
of all persons similarly situated,

Plaintiffs,

v.

Espinoza Brothers Food Distribution, Inc. and
defendant Espinoza Brothers Enterprises, LLC.,
a Corporation,

Defendants.

Case No. 23CECG03830

**DECLARATION OF AMANDA
HOWARD OF ILYM GROUP, INC.
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

HEARING INFO

Date: April 9, 2026
Time: 3:30 p.m.

I, Amanda Howard, declare as follows:

1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager for ILYM Group, Inc., (herein after referred to as "ILYM Group"), the professional settlement services provider who has been retained by the Parties' Counsel and subsequently appointed by the Court to serve as the Settlement Administrator for the above captioned, *Soto v. Espinoza Brothers Food Distribution, Inc., et al.* matter. I am authorized to make this declaration on behalf of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

2. ILYM Group has extensive experience in administering Class Action Settlements, including direct mail services, database management, claims processing and settlement fund distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class Members.

3. ILYM Group was engaged by the Parties' Counsel and subsequently approved and appointed by the Court to provide notification services and settlement administration, pursuant to

1 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
2 performed after Final Approval of the Settlement is granted, include: (a) translating the mailing
3 documents into Spanish; (b) printing and mailing the *Court Approved Notice of Class Action*
4 *Settlement and Hearing Date For Final Court Approval*, in both English and Spanish (referred to
5 as “Class Notice Packet”); (c) receiving and processing requests for exclusion and objections to the
6 Settlement; (d) resolving Class Members’ disputes over the number of workweeks and pay periods
7 Defendant has on record of them working during the Class Period, which was pre-printed on their
8 individualized Class Notice; (e) establishing a QSF account and calculating individual settlement
9 award amounts; (f) processing and mailing settlement award checks; (g) handling tax withholdings
10 as required by the Settlement and the law; (h) preparing, issuing and filing tax returns and other
11 applicable tax forms; (i) handling the distribution of any unclaimed funds pursuant to the terms of
12 the Settlement; and (j) performing other tasks as the Parties mutually agree to and/or the Court
13 orders ILYM Group to perform.

14 4. On January 2, 2025, ILYM Group received the Court approved text for the Class
15 Notice Packet from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice
16 Packet, which was approved by the Parties’ Counsel prior to mailing.

17 5. On January 23, 2026, ILYM Group received the class data file from Counsel for
18 Defendant, which contained the name, social security number, last known mailing address, dates
19 of employment, and the number of workweeks and pay periods for each Class Member and
20 Aggrieved Employee. The data file was uploaded to our database and checked for duplicates and
21 other possible discrepancies. The Class List contained unique records for 114 individuals who
22 worked a total of 5,525 workweeks.

23 6. As part of the preparation for mailing, all 114 names and addresses contained in the
24 Class List were then processed against the National Change of Address (“NCOA”) database,
25 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
26 the mailing addresses of the Class Members before mailing of the Class Notice Packet. The NCOA
27 contains requested change of addresses filed with the USPS. To the extent that an updated address
28 was found in the NCOA database, the updated address was used for the mailing of the Class Notice

1 Packet. To the extent that no updated address was found in the NCOA database, the original address
2 provided by Counsel for Defendants was used for the mailing of the Class Notice Packet.

3 7. On February 5, 2026, the Class Notice Packet was mailed, in both English and
4 Spanish, via U.S First Class Mail, to all 114 individuals contained in the Class List. Attached hereto,
5 as **Exhibit A**, is a true and correct copy of the mailed Class Notice Packet.

6 8. As of the date of this declaration, 15 Class Notice Packets have been returned to our
7 office of which none were returned with a forwarding address. ILYM Group performed a
8 computerized skip trace on the 15 returned Class Notice Packets that did not have a forwarding
9 address, in an effort to obtain an updated address for the purpose of re-mailing the Class Notice
10 Packet. As a result of this skip trace, 11 updated addresses were obtained and the Class Notice
11 Packets were promptly re-mailed to those Class Members, via U.S. First Class Mail.

12 9. As of the date of this declaration, a total of 11 Class Notice Packets have been re-
13 mailed as a result of ILYM Group's skip tracing efforts.

14 10. As of the date of this declaration, a total of 4 Class Notice Packets have been deemed
15 undeliverable as no updated addresses were found notwithstanding the skip tracing.

16 11. As of the date of this declaration, ILYM Group has not received any requests for
17 exclusion. The deadline to request exclusion from the Settlement is April 6, 2026.

18 12. As of the date of this declaration, ILYM Group has not received any objections to
19 the Settlement. The deadline to submit a written objection to the Settlement is April 6, 2026.

20 13. As of the date of this declaration, ILYM Group has not received any disputes from
21 a Class Member.

22 14. The Net Settlement Amount available to Participating Class Members is estimated
23 to be \$73,046.15 and was calculated by subtracting the requested attorneys' fees \$66,500.00, the
24 amount allocated for litigation costs and expenses \$17,703.85, the requested Class Representative
25 Service Payments \$15,000.00 (\$7,500 each), the requested Administration Expenses Payment
26 \$7,750.00, the LWDA Payment \$7,500.00 and the PAGA Penalties allocation to Aggrieved
27 Employees \$2,500.00 from the Gross Settlement Amount \$190,000.00.

1 15. As of this date, there are 114 Class Members who did not submit a timely and valid
2 Request for Exclusion and are therefore deemed to be Participating Class Members. The Individual
3 Class Payment is allocated on a pro rata basis using their work weeks worked.

4 16. The *highest* Individual Class Payment to a Participating Class Member is currently
5 estimated to be approximately \$3,344.92, the *average* Individual Class Payment is currently
6 estimated to be approximately \$640.76 and, the *lowest* Individual Class Payment is currently
7 estimated to be approximately \$13.22. Plaintiff Cruz Soto's Individual Class Payment is currently
8 estimated to be approximately \$449.51 and Plaintiff Monica Nanelly Garcia's Individual Class
9 Payment is currently estimated to be approximately \$766.82. These amounts are subject to
10 employee-side tax and withholdings.

11 17. Pursuant to the Agreement, 25% of the PAGA Penalties payment \$2,500.00 will be
12 allocated to Aggrieved Employees regardless of whether he or she opted out of the Class
13 Settlement ("Employee PAGA Amount"); Aggrieved Employees cannot opt out of the PAGA
14 Settlement. The Employee PAGA Amount is allocated on a pro rata basis using their PAGA Pay
15 Periods. There are 78 Aggrieved Employees who worked 1,518 pay periods during the PAGA
16 period.

17 18. The *highest* Individual PAGA Payment to an Aggrieved Employee is currently
18 estimated to be approximately \$90.58, the *average* Individual PAGA Payment is currently
19 estimated to be approximately \$32.05 and the *lowest* Individual PAGA Payment is currently
20 estimated to be approximately \$1.65. Plaintiff Cruz Soto's Individual PAGA Payment is currently
21 estimated to be approximately \$26.35 and Plaintiff Monica Nanelly Garcia's Individual PAGA
22 Payment is currently estimated to be approximately \$23.06.

23 19. ILYM Group's total fees and costs for services in connection with the administration
24 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
25 costs for completion of the settlement administration, are \$7,750.00. ILYM Group's work in
26 connection with this matter will continue with the calculation of the settlement award payments,
27 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
28

1 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
2 Group to perform.

3
4 I declare under penalty of perjury under the laws of the State of California and the United
5 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
6 was executed this 17th day of March 2026, at Tustin, California.

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9 Amanda Howard
10 AMANDA HOWARD
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Facsimile: (213) 381-9989

*Attorneys for Plaintiffs Cruz Soto and Monica Nanelly
Garcia, individually, and on behalf of all others
similarly situated*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO**

CRUZ SOTO and MONICA NANELLY
GARCIA, individually, and on behalf of all others
similarly situated,

Plaintiffs,

v.

ESPINOZA BROTHERS FOOD
DISTRIBUTION, INC., a California corporation;
ESPINOZA BROTHERS ENTERPRISES LLC, a
California limited liability company; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 22CECG03830

[Assigned for all purposes to: Hon. Jon M.
Skiles, Dept. 503]

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

FINAL APPROVAL HEARING

Date: April 9, 2026

Time: 3:27 p.m.

Dept.: 503

Complaint Filed: November 30, 2022

Trial Date: Not set

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” or “Plaintiffs’ Counsel”), counsel of record for Plaintiffs Cruz Soto and Monica Nanelly Garcia (“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 25 years) my practice has been exclusively focused on labor and employment matters including handling wage and hour class, collective and representative actions (including the California Private Attorneys General Act, or “PAGA”), including in the international law firms of Morgan,

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

7 8. In late June 2022 I left Seyfarth Shaw LLP and joined my current firm, Wilshire
8 Law Firm, PLC, to represent plaintiff employees. I have been and am handling many wage and
9 hour class and representative actions litigating such matters on behalf of plaintiff employees in
10 numerous Superior Courts and District Courts. From matters representing both plaintiffs and
11 defendants, I have successfully mediated the resolution of many wage and hour class, collective,
12 and representative actions. Just since starting to settle cases in late April 2023 I have already
13 successfully mediated matters in which I have been counsel or co-counsel resulting in **over \$225**
14 **million** in settlements and verdicts which are in the process of being finalized, and with numerous
15 upcoming mediations scheduled. In those and numerous other matters, I have managed and assisted
16 with the litigation and settlement of many wage and hour PAGA and class actions. In those actions,
17 I performed similar tasks as those performed in the course of prosecuting this action. Indeed, I
18 recently tried and prevailed in achieving a jury verdict in a certified wage and hour class action in
19 the matter of *Aguilar-Flores v. Javier's – CC LLC*, Los Angeles County Superior Court, Case No.
20 19STCV36438 (settled after verdict).

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

28 10. I have also published numerous blogs on labor and employment issues including on

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

7 11. Diego Aviles is a Junior Partner at WLF. Mr. Aviles graduated from the University
8 of California, Irvine, with a Bachelor of Arts in Political Science as well as a Bachelor of Arts in
9 Criminology, Law, and Society, and received his Juris Doctor from the Santa Clara University
10 School of Law in 2015. During law school, Mr. Aviles was President for the Santa Clara
11 Employment Law Society, Board Member of the Honors Moot Court, and President of the Santa
12 Clara University La Raza Chapter. He clerked for the Equal Employment Opportunity Commission
13 in San Francisco, California, and also worked with the Workers’ Rights Clinic in San Jose,
14 California, among other employment law firms. He was admitted to practice law in the State of
15 California in 2017. Since graduating from law school, he has focused his legal work exclusively
16 on employment matters, including wage-and-hour class action and PAGA representative action
17 litigation, and he has helped obtain dozens of settlements on behalf California workers. He has
18 been appointed Class Counsel numerous times in California and most recently achieved a
19 published California Appellate opinion in the matter of *Alberto v. Cambrian Homecare, et al.*, 91
20 Cal.App.5th 482 regarding employment arbitration agreements. He has also been a member of the
21 California Employment Lawyers Association (CELA) since at least 2019. Mr. Aviles currently
22 bills at an hourly rate of \$850.00.

23 12. Emily Borman is a Junior Partner at Wilshire Law Firm, PLC. She was admitted to
24 practice law in the State of California in May 2015. Ms. Borman graduated from Cornell University
25 with a Bachelor of Science in Development Sociology and a Minor in Applied Economics and
26 Management. While at Cornell she was inducted into the Alpha Kappa Delta International Honor
27 Society. Ms. Borman received her Juris Doctor from University of California Law San Francisco
28 (formerly UC Hastings). Since graduating, her practice has been in employment law, including

1 Plaintiff-side wage and hour cases. Ms. Borman has received numerous awards for her legal work.
2 In 2021 and from 2023 to 2025, Super Lawyers selected her as a “Southern California Rising Star.”
3 Ms. Borman was selected as one of the “Best Lawyers in America” from 2021 to 2026. Ms.
4 Borman currently bills at an hourly rate of \$850.00.

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

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

18 15. WLF’s hourly rates are comparable to those charged by other class action plaintiffs’
19 counsel and the firms defending class actions. WLF’s rates are well within the range of hourly
20 rates that the Los Angeles legal marketplace would compensate counsel for similar services
21 accomplishing similar results. For example, in *Bronshteyn v. State of California*, Los Angeles
22 County Superior Ct. No. 19SMCV00057, Order Granting Plaintiff’s Motion for Statutory
23 Attorneys’ Fees and Costs filed March 30, 2023, an employment action brought by two small law
24 firms (Levy, Vinick, Burrell & Hyams LLP and Law Offices of Wendy Musell), the court found
25 that counsel’s 2022 hourly rates of \$1,100 and \$1,000 per hour were reasonable for the plaintiff’s
26 five senior attorneys, including \$1,000 per hour for the plaintiff’s 23-year lead counsel and \$850
27 per hour for a senior associate. These rates were then augmented by a 1.75 lodestar multiplier and
28 affirmed by the California Court of Appeals. The rates (and multiplier) requested here are well in

1 line with those found reasonable in *Bronshteyn*. In *Tran v. Golden State FC LLC, et al.* (LASC
2 Case No. BC699931), Fee Order filed 4/8/2022, the court found hourly rates of \$1,300 per hour
3 reasonable for plaintiff's 32-year attorney and \$1,000 per hour reasonable for a 14-year attorney.
4 The multiplier here is even more compelling given Class counsel represents approximately 114
5 Class Members.

6 16. WLF has been approved as Class Counsel by courts in California. *See, e.g., Matthew*
7 *Veliz v. DrinkPak, LLC*, Los Angeles County Superior Court, Case No. 22STCV37384, *Ismael*
8 *Villegas-Sanchez v. COE Orchard Equipment, Inc.*, Sutter County Superior Court, Case No.
9 CVCS22-0002261; *Jessica Bronsal v. PTI Technologies Inc.*, Ventura County Superior Court,
10 Case No. 202200570361CUOE; *Miguel A. Vigil Ruiz v. The De Ruosi Group, LLC*, San Joaquin
11 County Superior Court, Case No. STK-CV-UOE-2022-8780; *Gutierrez v. Top Drawer Merch, LLC*
12 *et al*, Los Angeles County Superior Court, Case No. 23STCV04299; *Wing v. Road Machinery,*
13 *LLC et al*, Kern County Superior Court, Case No. BCV-22-102896; *Hernandez v. SGPS Showrig*
14 *Los Angeles, Inc.*, Los Angeles County Superior Court, Case No. 22STCV28155; *Azevedo v.*
15 *Tulare Nursing & Rehabilitation Hospital, Inc.*, Tulare County Superior Court, Case No.
16 VCU293325; *Haser v. Universal Chain of California, Inc.*, Sacramento County Superior Court,
17 Case No. 34-2022-00332268; *Caldera v. Performance Online, Inc. et al*, Riverside County
18 Superior Court, Case No. CVRI2306013; *Goosby v. CiminoCare, Inc.*, Sacramento County
19 Superior Court, Case No. 34-2022-00329033; *Rooks v. Hot Cakes Restaurant Group, Inc.*, San
20 Joaquin County Superior Court, Case No. STK-CV-UOE-2022-11056; *Garcia v. Compassionate*
21 *Heart*, Orange County Superior Court, Case No. 30-2022-01294409-CU-OE-CXC; *Parra v. Citrus*
22 *Valley Management Services, Inc.*, Riverside County Superior Court, Case No. CVRI2301768;
23 *Torres v. HomeShield Pest Control Inc.*, Placer County Superior Court, Case No. S-CV-0049525;
24 *Cabrera v. Creekside Auto Group*, Santa Clara County Superior Court, Case No. 23CV415661;
25 *Simpson v. Arcos*, Riverside Superior Court, Case No. CVRI2303337; *Payne v. Planned*
26 *Parenthood: Shasta-Diablo, Inc.*, San Francisco County Superior Court, Case No. CGC-23-
27 607359. The total hours expended on this action are reasonable and in line with those expended in
28 comparable cases.

17. In cases in which WLF has been approved as Class Counsel, California courts have approved rates similar to those requested by WLF in the instant case. *See, e.g., Rodolfo Ponce v. Youbar, Inc.*, Los Angeles County Superior Court, Case No. 22STCV37519 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bils (\$850.00), Aram Boyadjian (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Sabrina N. Batres v. Wish Automotive II, Inc. dba Infiniti of Van Nuys*, Los Angeles County Superior Court, Case No. 23STCV19968 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Jeffrey C. Bils (\$850.00), Aram Boyadjian (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Diandrea Correa et al. v. CareMeridian, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV10707 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bils (\$850.00), Fawn F. Bekam (\$800.00), Diego Aviles (\$800.00), Aram Boyadjian (\$600.00), Harry Erganyan (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Carlos Santos Granados v. Sunny Hills Management Co., Inc.*, Los Angeles County Superior Court, Case No. 23STCV02109 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bils (\$850.00), Diego Aviles (\$750.00), Courtney M. Miller (\$650.00), Aram Boyadjian (\$600.00), Harry Erganyan (\$600.00), Mariam Nazaretyan (\$550.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Kayla Kurges v. Khanna Enterprises, Ltd. dba Sheraton Agoura Hills*, Los Angeles County Superior Court, Case No. 24STCV01590 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Jeffrey C. Bils (\$850.00), Aram Boyadjian (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Thora Magney et al. v. Levi Strauss & Co., et al.*, Los Angeles County Superior Court, Case No. 24STCV02320 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bils (\$850.00), Fawn F. Bekam (\$800.00), Aram Boyadjian (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Armando Muniz, et al. v. Lot LLC, dba Lot Management LLC (fka Red Cow, Inc.) et al.*, Los Angeles County Superior Court, Case No. 22STCV32901 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bils (\$850.00), Diego Aviles (\$750.00),

Aram Boyadjian (\$600.00), Harry Erganyan (\$600.00), Mariam Nazaretyan (\$550.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *George Munoz v. Century West, LLC dba Century West BMW*, Los Angeles County Superior Court, Case No. 23STCV04247 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bils (\$850.00), Aram Boyadjian (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Ivan S. Martinez II et. al. v. The Haar Company, et. al.*, Los Angeles County Superior Court, Case No. 23STCV21651 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bils (\$850.00), Diego Aviles (\$750.00), Aram Boyadjian (\$600.00), Harry Erganyan (\$600.00), Mariam Nazaretyan (\$550.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)).

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

a. The report provides rate information filtered by geographic market, practice type, and timekeeper role. Page 26 reports third-quartile rates for attorneys handling litigation matters in San Francisco and San Jose, which are the primary Northern California legal markets and serve as the dominant rate-setting centers for complex litigation throughout the region. In San Francisco, the dataset shows third-quartile hourly rates of \$1,378 for litigation partners and \$875 for associates. In San Jose, the report shows third-quartile hourly rates of \$1,250 for litigation partners and \$1,030 for associates. The report's in-depth city analyses for San Francisco and San Jose further confirm that these markets consistently reflect some of the highest billing rates in the country for experienced litigators and serve as the benchmark markets for Northern California legal services. Courts evaluating fee requests in Fresno routinely look to the prevailing rates in the nearest major metropolitan markets as benchmarks when assessing reasonableness. The closest and

1 most relevant comparison markets for Fresno litigation are San Francisco and San Jose, where
2 experienced partners routinely bill well above \$1,200 per hour based on rates actually charged to
3 clients.

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

14 c. The Real Rate Report does not provide 1st quartile or 4th quartile rates, presumably
15 to provide a sense of the average attorney billing rates. Importantly, the third quartile represents
16 the point below which 75% of rates fall; it is not a cap on reasonable rates. By definition, a
17 substantial portion of partners in the relevant benchmark market routinely bill above that level,
18 particularly those with extensive experience, specialized expertise, or leadership roles in complex
19 litigation. Courts evaluating fee requests recognize that leading counsel in complex or
20 representative actions may reasonably bill above median or third-quartile benchmarks where their
21 experience, results obtained, and responsibilities justify higher rates. We firmly believe WLF
22 belongs in the 4th quartile of attorney billing rates in Northern California. As previously discussed,
23 WLF is a nationally recognized employment litigation firm that has been named one of the nation’s
24 *Best Law Firms* by U.S. News & World Report and Best Lawyers since 2020, and its attorneys
25 regularly litigate complex wage-and-hour class and representative actions throughout California. I
26 am a UCLA School of Law graduate with nearly three decades of experience litigating labor and
27 employment matters—including as a partner and holding leadership roles at major international
28 law firms when I was on the defense side for 26 years, as well as substantial recent class and

1 representative action results including being one of the few attorneys in the state of California to
2 try a wage and hour class action to verdict (and prevail), and achieving results exceeding \$225
3 million in just the last three years since starting to settle matters as a plaintiffs' attorney. My
4 credentials and experience place my \$1,500 hourly rate within the highest tier of Northern
5 California employment litigators, consistent with rates that would fall within the fourth quartile
6 beyond those reported in the Real Rate Report.

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

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

13 b. filing the Action;

14 c. attending status conferences and meeting and conferring with Defendants regarding
15 the case;

16 d. meeting and conferring with Defendants regarding mediation, exchange of informal
17 discovery beforehand, and negotiating with opposing counsel regarding the parameters thereof;

18 e. selecting a mediator and mediation date;

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

22 g. reviewing policy documents from Defendants and researching applicable defenses;

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

24 i. attendance at the mediations by all Parties and Counsel;

25 j. communicating with Plaintiffs who requested updates or other information
26 regarding this matter;

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

28 l. preparing and filing the Motion for Preliminary Approval and supporting

documents;

o. attending the hearings on Motion for Preliminary Approval;

q. communicating with class members who sought additional information regarding the settlement, including answering questions regarding the settlement and obtaining updated addresses from class members for purposes of receiving the class notices and administering the settlement checks; and

r. 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 **173.9** hours of work resulting in **\$161,725.00** in fees. A true and correct copy of Plaintiff's Counsel's detailed billing records in this matter are attached hereto as **Exhibit 3**. The chart below shows the calculation of hours spent by each of WLF's attorneys on this case:

Attorney	Hours	Hourly Rate	Total
John G. Yslas	43.4	\$1,500.00	\$65,100.00
Diego Aviles	50.3	\$850.00	\$42,755.00
Emily Borman	8.7	\$850.00	\$7,395.00
Harry Erganyan	50.1	\$650.00	\$32,565.00
Mariam Nazaretyan	21.4	\$650.00	\$13,910.00
TOTAL	173.9		\$161,725.00

21. This amount surpasses the requested fee award of \$66,500.00, resulting in a negative multiplier. This amount does not include the time Plaintiffs' Counsel will spend at the final approval hearing and assisting the Settlement Administrator following final approval. Plaintiffs' Counsel 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 time could have been spent on other potentially lucrative cases. Plaintiffs' Counsel's lodestar reflects the efficiencies achieved by attorneys experienced in this field. Moreover, Plaintiffs' Counsel has singularly assumed the risk and costs of litigation purely on a contingency basis. And, while Plaintiffs are

1 confident in the merits of his claims, a legitimate controversy exists as to each cause of action,
2 posing an actual risk that Plaintiffs may not succeed at class certification and/or trial. Any of these
3 obstacles could have prevented recovery completely, meaning Plaintiffs' Counsel would have been
4 left with no compensation for all the time and money invested in litigating this case. Despite these
5 risks, Plaintiffs' Counsel took this case on a contingency basis so that class members (a particularly
6 vulnerable group of hourly paid workers) could be compensated for their unpaid wages.
7 Consequently, Plaintiffs' Counsel was precluded from focusing on, or taking on, other cases which
8 could have resulted in a larger, and less risky, monetary gain.

9 22. In litigation costs, WLF has spent \$17,703.85 on items such as filing fees, service
10 fees, mediation fees, and expert fees. Since Plaintiffs' Counsel's costs do not exceed the maximum
11 of \$18,790.76, the remaining \$1,086.91 will revert to the Net Settlement Amount. A true and
12 correct copies of WLF's cost reports in this matter are attached hereto as **Exhibit 2**. All of the costs
13 incurred were reasonable and necessary for the prosecution of this case.

14 23. Plaintiffs' Counsel has negotiated a settlement here that they believe is fair,
15 reasonable, and adequate based on their prior experience litigating these type of cases.

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

17 I declare under penalty of perjury under the laws of the State of California that the foregoing
18 is true and correct. Executed on March 18, 2026 at Los Angeles, California.

19
20 

21 John G. Yslas
22
23
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25
26
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28

EXHIBIT 1

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:

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

Solution:

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

A Letter to Our Readers

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

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

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

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

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

Sincerely,



Brian Jorgenson

Vice President, Product Management
Wolters Kluwer ELM Solutions

Real Rate Report Overview

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

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

What's different with DynamicInsights?

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

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

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

2025 Real Rate Report use considerations

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

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

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

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

Examples of data to consider when reviewing rates:

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

Real Rate Report Overview

Understanding key statistical terms

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

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

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

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Step into the future of legal spend management with responsibly developed AI-powered solutions.



Our innovative Total Spend Management approach leverages AI-powered capabilities to empower intelligent workflows and improved outcomes.



Up to 10% savings on legal spend



Up to 20% improvement in billing guideline compliance



Increased efficiencies free up time for more value-add work

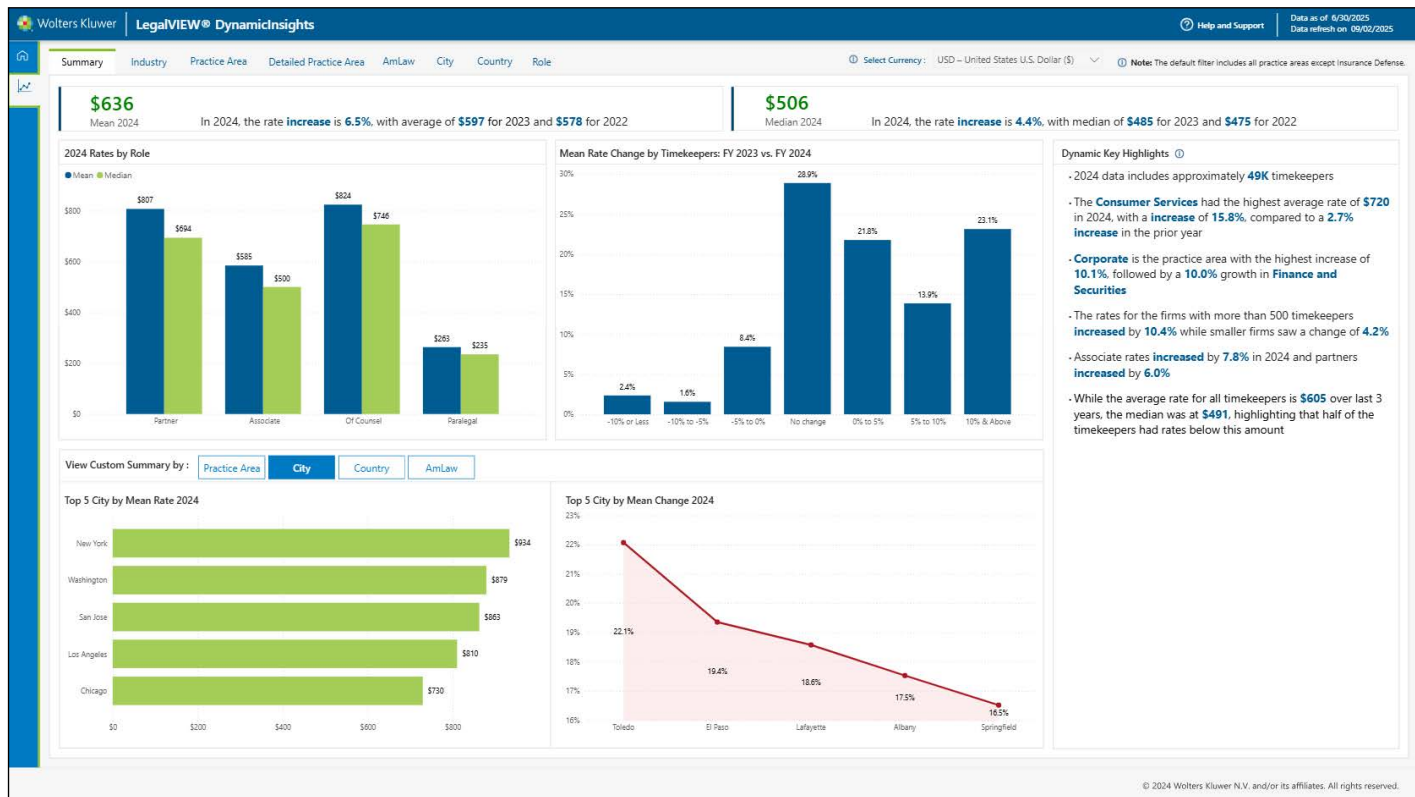
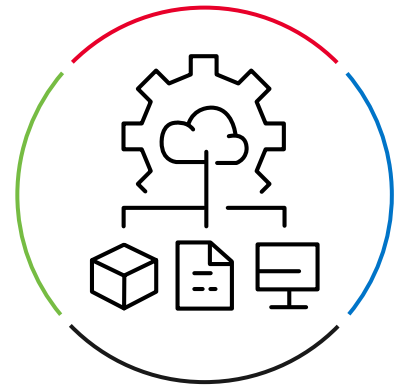


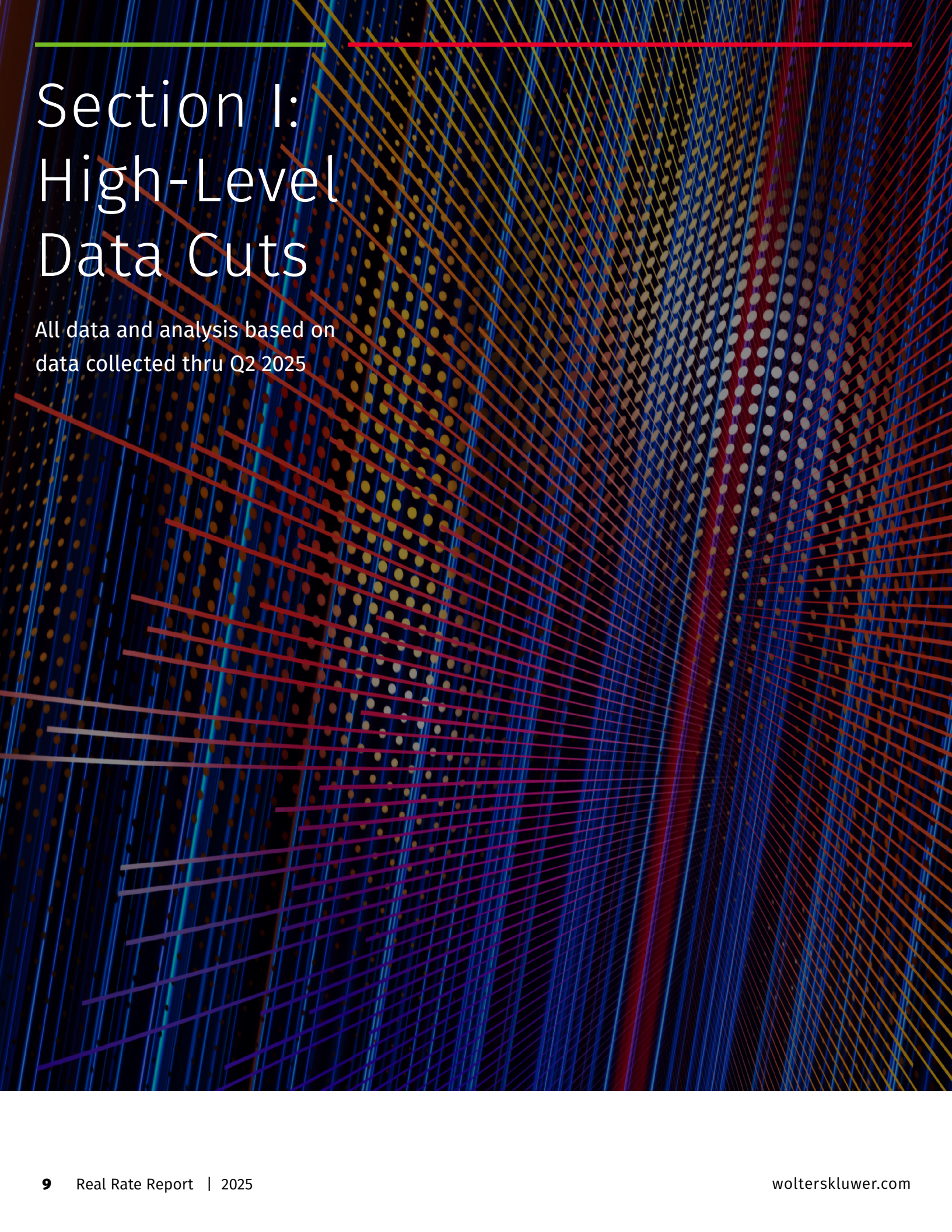
LegalVIEW® DynamicInsights

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

Data that wins awards...and rate negotiations

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





Section I: High-Level Data Cuts

All data and analysis based on
data collected thru Q2 2025

Section I: High-Level Data Cuts

Cities

By Matter Type

2025 Real Rates for Associate and Partner

Trend Analysis - Mean

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



Section II: Industry Analysis

All data and analysis based on
data collected thru Q2 2025

Section II: Industry Analysis

Consumer Services

By Detailed Practice Area and
Matter Type

2025 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

EXHIBIT 2

EXHIBIT 2

Expenses Subtotals - Filtered Exp. Type

As of 2026-03-11 11:22:57 Pacific Standard Time/PST • Generated by Arella Ramirez

Filtered By
Show: All matters
Matter: ID equals a0L5G00000X1ChS
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.
Monica Nallely Garcia - Wage & Hour: 8/14/2022	DTF	5/24/2024	E-3216429		Docusign envelope	\$1.89			\$1.89
		3/21/2024	E-3193421		docusign envelope	\$1.89			\$1.89
	Subtotal	Sum				\$3.78	\$0.00	\$0.00	\$3.78
		Count	2						
Subtotal			Sum			\$3.78	\$0.00	\$0.00	\$3.78
			Count	2					
Total			Sum			\$3.78	\$0.00	\$0.00	\$3.78
			Count	2					



WILSHIRE
LAW FIRM

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	7/9/2025	CC073125TA-1147	One Legal LLC	Espinoza Brothers Food Distribution, Inc. (Soto) - Wage & Hour (Class Action)	25727886-233368-Atty Svc for Court Filing- Declar,POS-Espinoza Brothers Food Distribution, Inc. (Soto) - Wage & Hour (Class Action)	\$23.63
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	7/18/2025	CC073125TA-2789	One Legal LLC	Espinoza Brothers Food Distribution, Inc. (Soto) - Wage & Hour (Class Action)	25823034-233368-Atty Svc for Court Filing- Change of Address-Cruz Soto9/6/2022	\$27.76
Total							\$51.39

03/11/26

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							
Cre...	09/03/20	23648578	EspinozaBrothers...	One Legal LLC	23648578-245917-Atty Svc for Court Fil...	26.46	26.46
Cre...	10/17/20	23950822	EspinozaBrothers...	One Legal LLC	23950822-245917-Atty Svc for Court Fil...	25.50	51.96
Cre...	03/14/20	24924404	EspinozaBrothers...	One Legal LLC	24924404-245917-Atty Svc for Court Fil...	25.97	77.93
Total 501500 · Court Filing Fees						77.93	77.93
Total 500000 · COS						77.93	77.93
TOTAL						77.93	77.93

03/11/26

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							
Cre...	12/06/20:		EspinozaBros(Sot...	One Legal LLC	19387643-SUM & COM-Atty Svc for Co...	1,494.06	1,494.06
Cre...	03/29/20:		EspinozaBros(Sot...	One Legal LLC	20105711-Notice;Proposed Order-Atty ...	26.30	1,520.36
Cre...	03/29/20:		EspinozaBros(Sot...	One Legal LLC	20105721-CMS;Jury Deposit-Atty Svc f...	180.88	1,701.24
Cre...	03/29/20:		EspinozaBros(Sot...	One Legal LLC	20105712-Ntc of Remote Appearance-...	43.24	1,744.48
Cre...	03/29/20:		EspinozaBros(Sot...	One Legal LLC	20105722-Joint CMS-; Jury Fees-0Atty ...	44.01	1,788.49
Bill	01/06/20:	54197	EspinozaBros(Sot...	Valpro Attorney S...	54197 EspinozaBros(Soto).W&H File x...	45.00	1,833.49
Bill	01/02/20:	69720	EspinozaBros(Sot...	Valpro Attorney S...	69720-EspinozaBros(Soto).W&H-Pick u...	135.00	1,968.49
Cre...	07/21/20:	20849016	EspinozaBros(Sot...	One Legal LLC	20849016-Notice-Atty Svc for Court Fili...	27.33	1,995.82
Cre...	09/06/20:	21147402	EspinozaBros(Sot...	One Legal LLC	21147402-S&C-Atty Svc for Court Filing...	1,494.53	3,490.35
Cre...	01/17/20:	22009953	EspinozaBros(Sot...	One Legal LLC	22009953-Ntc of Entry,CMS-Atty Svc fo...	19.10	3,509.45
Cre...	02/21/20:	22260296	EspinozaBros(Sot...	One Legal LLC	22260296-CMS-Atty Svc for Court Filin...	19.10	3,528.55
Cre...	06/11/20:	23081171	EspinozaBros(Sot...	One Legal LLC	23081171-233368-Atty Svc for Court Fil...	23.63	3,552.18
Cre...	06/14/20:	23100666	EspinozaBros(Sot...	One Legal LLC	23100666-233368-Atty Svc for Court Fil...	15.39	3,567.57
Cre...	07/01/20:	23237231	EspinozaBros(Sot...	One Legal LLC	23237231-233368-Atty Svc for Court Fil...	27.33	3,594.90
Cre...	07/01/20:	23237847	EspinozaBros(Sot...	One Legal LLC	23237847-233368-Atty Svc for Court Fil...	26.30	3,621.20
Cre...	09/03/20:	23648374	EspinozaBros(Sot...	One Legal LLC	23648374-233368-Atty Svc for Court Fil...	25.43	3,646.63
Cre...	09/18/20:	23745650	EspinozaBros(Sot...	One Legal LLC	23745650-233368-Atty Svc for Court Fil...	48.22	3,694.85
Cre...	09/18/20:	23745909	EspinozaBros(Sot...	One Legal LLC	23745909-233368-Atty Svc for Court Fil...	25.50	3,720.35
Cre...	12/23/20:	24366472	EspinozaBros(Sot...	One Legal LLC	24366472-233368-Atty Svc for Court Fil...	85.39	3,805.74
Cre...	01/13/20:	24458216	EspinozaBros(Sot...	One Legal LLC	24458216-233368-Atty Svc for Court Fil...	27.00	3,832.74
Cre...	01/13/20:	24458432	EspinozaBros(Sot...	One Legal LLC	24458432-233368-Atty Svc for Court Fil...	25.97	3,858.71
Cre...	03/17/20:	24924265	EspinozaBros(Sot...	One Legal LLC	24924265-233368-Atty Svc for Court Fil...	25.97	3,884.68
Cre...	05/01/20:	25245200	EspinozaBros(Sot...	One Legal LLC	25245200-233368-Atty Svc for Court Fil...	49.45	3,934.13
Cre...	05/07/20:	25304703	EspinozaBros(Sot...	One Legal LLC	25304703-233368-Atty Svc for Court Fil...	27.76	3,961.89
Cre...	05/14/20:	25357208	EspinozaBros(Sot...	One Legal LLC	25357208-233368-Atty Svc for Court Fil...	28.80	3,990.69
Cre...	05/15/20:	25363600	EspinozaBros(Sot...	One Legal LLC	25363600-233368-Atty Svc for Court Fil...	91.78	4,082.47
Total 501500 · Court Filing Fees						4,082.47	4,082.47
502500 · Legal Expenses							
Cre...	02/04/20:		EspinozaBros(Sot...	Department of Ind...	ORD-000208945 Espinoza Brothers Fo...	75.00	75.00
Bill	~~10/04/20: 847129568~~		~~EspinozaBros(Sot...~~	~~Thomson Reuters...~~	~~Legal Research-EspinozaBros(Soto).W&H~~	~~34.47~~	~~109.47~~
Bill	~~10/04/20: 847129568~~		~~EspinozaBros(Sot...~~	~~Thomson Reuters...~~	~~Legal Research-EspinozaBros(Soto).W...~~	~~10.63~~	~~120.10~~
Bill	~~02/06/20: 847783910~~		~~EspinozaBros(Sot...~~	~~Thomson Reuters...~~	~~Legal Research-EspinozaBros(Soto).W...~~	~~2.37~~	~~122.47~~
Bill	~~03/06/20: 847939906~~		~~EspinozaBros(Sot...~~	~~Thomson Reuters...~~	~~Legal Research-EspinozaBros(Soto).W...~~	~~13.02~~	~~135.49~~
Bill	~~02/06/20: 849678723~~		~~EspinozaBros(Sot...~~	~~Thomson Reuters...~~	~~Legal Research-EspinozaBros(Soto).W...~~	~~175.12~~	~~310.61~~
Total 502500 · Legal Expenses						310.61	310.61
502700 · Mediation Fees							
Bill	02/27/20:	1086299	EspinozaBros(Sot...	Howard Broadman...	1086299-EspinozaBros(Soto).W&H-Me...	7,500.00	7,500.00
Total 502700 · Mediation Fees						7,500.00	7,500.00

03/11/26

Accrual Basis

Wilshire Law Firm, PLC
Client Costs Detailed Report
All Transactions

Type	Date	Num	Class	Source Name	Memo	Amount	Balance
503200 · Process Service Fees							
Bill	01/06/20:	54162	EspinozaBros(Sot...	Valpro Attorney S...	54162 EspinozaBros(Soto).W&H Serve...	70.00	70.00
Bill	01/06/20:	54163	EspinozaBros(Sot...	Valpro Attorney S...	54163 EspinozaBros(Soto).W&H Serve...	110.00	180.00
Total 503200 · Process Service Fees						180.00	180.00
503300 · Professional Fees							
Bill	01/17/20:	9635	EspinozaBros(Sot...	Berger Consulting ...	9635-EspinozaBros(Soto).W&H-9.40 hr...	4,230.00	4,230.00
Bill	05/15/20:	15256	EspinozaBros(Sot...	Berger Consulting ...	15256 EspinozaBros(Soto).W&H-2.30 h...	1,495.00	5,725.00
Total 503300 · Professional Fees						5,725.00	5,725.00
Total 500000 · COS						17,798.08	17,798.08
TOTAL						17,798.08	17,798.08

Expenses Subtotals - Filtered Exp. Type

As of 2026-03-11 11:18:52 Pacific Standard Time/PST • Generated by Arella Ramirez

Filtered By
Show: All matters
Matter: ID equals a0L5G00000RL75Z
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.
Cruz Soto - Wage & Hour: 9/6/2022	DTF	4/16/2024	E-3198827		docusign envelope	\$1.89			\$1.89
		4/30/2024	E-3197405		DocuSign envelope	\$1.89			\$1.89
	Subtotal	Sum				\$3.78	\$0.00	\$0.00	\$3.78
		Count	2						
	E102 — Printing	9/19/2022	E-2986810			\$4.50			\$4.50
	Subtotal	Sum				\$4.50	\$0.00	\$0.00	\$4.50
		Count	1						
	E108 — Postage	~~7/18/2023~~	~~E-3132565~~			~~\$7.42~~			~~\$7.42~~
		~~7/18/2023~~	~~E-3132564~~			~~\$7.42~~			~~\$7.42~~
		~~7/18/2023~~	~~E-3132563~~			~~\$7.42~~			~~\$7.42~~
		~~7/18/2023~~	~~E-3132562~~			~~\$7.42~~			~~\$7.42~~
		~~7/18/2023~~	~~E-3132561~~			~~\$7.42~~			~~\$7.42~~
		Subtotal	Sum				\$37.10	\$0.00	\$0.00
	Count		5						
Subtotal	Sum					\$45.38	\$0.00	\$0.00	\$45.38
	Count	8							
Total	Sum					\$45.38	\$0.00	\$0.00	\$45.38
	Count	8							

EXHIBIT 3

EXHIBIT 3

CONFIDENTIAL WORK PRODUCT - JOHN YSLAS TIMESHEET

Date:	Hours:	Task Code	Description	Case	Atty	Case Total:
10/17/2022	1.6	L210	Analysis and finalization of complaint and evaluating same	Espinoza Bros Food Distribution, Inc.	JY	1.6
2/22/2023	1.6	L160	Analysis and preparation related to potential mediation	Espinoza Bros Food Distribution, Inc.	JY	3.2
3/1/2023	1.6	L160	Analysis re facts and legal issues preparation for mediation	Espinoza Bros Food Distribution, Inc.	JY	4.8
3/3/2023	1.1	L160	Analysis re CMC content and email re mediation issues	Espinoza Bros Food Distribution, Inc.	JY	5.9
3/13/2023	2.9	L160	Analysis and review of facts and documents for mediation in connection with mediation	Espinoza Bros Food Distribution, Inc.	JY	8.8
4/6/2023	1.9	L210	Analysis and review of PAGA complaint	Espinoza Bros Food Distribution, Inc.	JY	10.7
4/10/2023	3.9	L160	Analysis and review of the facts and law in preparation for mediation	Espinoza Bros Food Distribution, Inc.	JY	14.6
5/18/2023	2.8	L160	Review and analysis of facts and law in preparation for mediation	Espinoza Bros Food Distribution, Inc.	JY	17.4
5/22/2023	3.9	L160	Analysis related to mediation and brief and data	Espinoza Bros Food Distribution, Inc.	JY	21.3
5/22/2023	5.6	L160	Analysis re facts and work on mediation brief	Espinoza Bros Food Distribution, Inc.	JY	26.9
5/22/2023	5.9	L160	Analysis of defendant's mediation brief, our brief and outline key arguments for mediation	Espinoza Bros Food Distribution, Inc.	JY	32.8
5/22/2023	8.9	L160	Further prep and attend mediation and analysis re next steps	Espinoza Bros Food Distribution, Inc.	JY	41.7
6/15/2023	1.7	L160	Analysis re settlement agreement and related to motion for approval	Espinoza Bros Food Distribution, Inc.	JY	43.4

CONFIDENTIAL WORK PRODUCT - DIEGO AVILES TIMESHEET

Date:	Hours:	Task Code	Description	Case	Atty	Case Total
12/28/23	0.8		Review of statutes of limitation	Espinoza Bros Food Distribution, Inc.	DA	0.8
12/28/23	0.5		Review of pre-mediation document request	Espinoza Bros Food Distribution, Inc.	DA	1.3
12/28/23	1.5		Review of Case File and Client Intakes,	Espinoza Bros Food Distribution, Inc.	DA	2.8
12/28/23	0.5		Review of Mediation Document Production	Espinoza Bros Food Distribution, Inc.	DA	3.3
12/28/23	0.5		Review of Substitution of Atty Form and research on Defense Attorney	Espinoza Bros Food Distribution, Inc.	DA	3.8
12/28/23	0.8		Teleconference with client re policy documents	Espinoza Bros Food Distribution, Inc.	DA	4.6
12/28/23	0.3		Email to expert re: document analysis	Espinoza Bros Food Distribution, Inc.	DA	4.9
12/28/23	0.2		Email to opposing counsel re: upcoming mediation	Espinoza Bros Food Distribution, Inc.	DA	5.1
01/03/24	2		Review of policy documents for mediation brief draft	Espinoza Bros Food Distribution, Inc.	DA	7.1
01/03/24	0.5		Review of Expert Analysis	Espinoza Bros Food Distribution, Inc.	DA	7.6
01/04/24	0.5		Review of client documents produced for mediation, including text messages	Espinoza Bros Food Distribution, Inc.	DA	8.1
01/04/24	2.5		Draft and review of mediation brief	Espinoza Bros Food Distribution, Inc.	DA	10.6
01/05/24	0.5		Teleconference with Expert re analysis	Espinoza Bros Food Distribution, Inc.	DA	11.1
01/05/24	1		Teleconference with client re facts for mediation brief	Espinoza Bros Food Distribution, Inc.	DA	12.1
01/05/24	1		Legal Research and analysis of enforceability of standing meal period waivers	Espinoza Bros Food Distribution, Inc.	DA	13.1
01/05/24	0.5		Draft and review of settlement proposal	Espinoza Bros Food Distribution, Inc.	DA	13.6

01/05/24	0.8		Research of Defendant's corporate structure, ownership, and finances	Espinoza Bros Food Distribution, Inc.	DA	14.4
01/05/24	0.9		Final review and submission of mediation brief	Espinoza Bros Food Distribution, Inc.	DA	15.3
01/05/24	0.2		Email to opposing counsel re brief submission	Espinoza Bros Food Distribution, Inc.	DA	15.5
01/07/24	0.5		Review of further data points and documents produced by Defendant for mediation	Espinoza Bros Food Distribution, Inc.	DA	16.0
01/08/24	1.0		Review of Defendant's mediation brief and attached exhibits	Espinoza Bros Food Distribution, Inc.	DA	17.0
01/08/24	0.5		Pre-mediation teleconference with Mediator	Espinoza Bros Food Distribution, Inc.	DA	17.5
01/08/24	0.8		Review of arbitration agreements and amendment to settlement proposal given Defendant's new information on class size	Espinoza Bros Food Distribution, Inc.	DA	18.3
01/09/24	7.0		Mediation with Broadman	Espinoza Bros Food Distribution, Inc.	DA	25.3
01/09/24	0.2		Review and calendaring of mediator's proposal deadline	Espinoza Bros Food Distribution, Inc.	DA	25.5
01/10/24	0.5		Analysis of Mediator's proposal and analysis of whether confirmatory evidence is needed	Espinoza Bros Food Distribution, Inc.	DA	26.0
01/11/24	0.5		Teleconference with Mediator Broadman re settlement terms	Espinoza Bros Food Distribution, Inc.	DA	26.5
01/12/24	0.3		Review of Notice of CMC and CMC due today	Espinoza Bros Food Distribution, Inc.	DA	26.8
01/12/24	0.4		Draft email to Mediator accepting mediator's proposal	Espinoza Bros Food Distribution, Inc.	DA	27.2
01/16/24	0.2		Review of email from mediator extending deadline to accept proposal	Espinoza Bros Food Distribution, Inc.	DA	27.4
01/19/24	0.2		Review of email from mediator re: settlement proposal	Espinoza Bros Food Distribution, Inc.	DA	27.6
02/07/24	1.1		Draft settlement MOU	Espinoza Bros Food Distribution, Inc.	DA	28.7
02/07/24	0.4		Review of class litigation costs expended so far	Espinoza Bros Food Distribution, Inc.	DA	29.1
02/12/24	0.5		Further review of class litigation costs as mediator costs not included	Espinoza Bros Food Distribution, Inc.	DA	29.6

02/13/24	0.3		Review of Mediation Fee Invoice	Espinoza Bros Food Distribution, Inc.	DA	29.9
02/16/24	0.3		Review of joint report for CMC	Espinoza Bros Food Distribution, Inc.	DA	30.2
02/26/24	0.3		Review and calendaring of court order continuing CMC	Espinoza Bros Food Distribution, Inc.	DA	30.5
02/27/24	0.4		Teleconference with client re settlement terms	Espinoza Bros Food Distribution, Inc.	DA	30.9
03/11/24	0.8		Review of draft of long-form settlement agreement	Espinoza Bros Food Distribution, Inc.	DA	31.7
03/15/24	0.5		Review of joint PAGA report for CMC	Espinoza Bros Food Distribution, Inc.	DA	32.2
04/10/24	0.3		Follow up with OC re signatures on MOU	Espinoza Bros Food Distribution, Inc.	DA	32.5
04/10/24	0.3		Request bids for administration of Settlement from TPA	Espinoza Bros Food Distribution, Inc.	DA	32.8
04/16/24	0.5		Review of OC's edits to MOU	Espinoza Bros Food Distribution, Inc.	DA	33.3
04/16/24	0.2		Email to OC re joint statement	Espinoza Bros Food Distribution, Inc.	DA	33.5
04/17/24	0.3		Review of Defendant's edits to joint statement	Espinoza Bros Food Distribution, Inc.	DA	33.8
06/10/24	0.3		Draft stipulation to continue MFA deadline	Espinoza Bros Food Distribution, Inc.	DA	34.1
06/18/24	0.3		Review and calendar of deadline to file MPA	Espinoza Bros Food Distribution, Inc.	DA	34.4
07/01/24	0.3		Draft and review of joint case management statement	Espinoza Bros Food Distribution, Inc.	DA	34.7
07/16/24	0.5		Review of FAC draft	Espinoza Bros Food Distribution, Inc.	DA	35.2
07/16/24	0.3		Review of Order re CMC Continuance	Espinoza Bros Food Distribution, Inc.	DA	35.5
07/17/24	0.4		Review of stipulation and PO to file FAC	Espinoza Bros Food Distribution, Inc.	DA	35.9
08/02/24	0.5		Edits to long-form settlement agreement	Espinoza Bros Food Distribution, Inc.	DA	36.4
08/21/24	0.2		Review of deadline to file Class/PAGA CMS	Espinoza Bros Food Distribution, Inc.	DA	36.6

08/29/24	0.3		Review of joint statement for CMC	Espinoza Bros Food Distribution, Inc.	DA	36.9
08/29/24	0.5		Review of OC's edits to long-form settlement agreement + email	Espinoza Bros Food Distribution, Inc.	DA	37.4
09/03/24	0.3		Email to OC re settlement agreement	Espinoza Bros Food Distribution, Inc.	DA	37.7
09/09/24	0.3		Email to OC following up on stipulation to amend and settlement agreement	Espinoza Bros Food Distribution, Inc.	DA	38.0
09/10/24	0.3		Review of CMC Hearing Memo + calendaring of new dates	Espinoza Bros Food Distribution, Inc.	DA	38.3
09/24/24	0.3		Review of Order re CMC Continuance and missing deadline to file MPA + instructions to call court clerk	Espinoza Bros Food Distribution, Inc.	DA	38.6
09/30/24	0.3		Email to OC asking for status update on the long-form settlement agreement	Espinoza Bros Food Distribution, Inc.	DA	38.9
10/25/24	0.2		Instructions for client update	Espinoza Bros Food Distribution, Inc.	DA	39.1
10/28/24	0.3		Email to OC asking for status update on the long-form settlement agreement	Espinoza Bros Food Distribution, Inc.	DA	39.4
11/04/24	1.0		Review of long-form settlement agreement	Espinoza Bros Food Distribution, Inc.	DA	40.4
11/07/24	0.3		Review of executed long-form settlement agreement and obtaining client signatures	Espinoza Bros Food Distribution, Inc.	DA	40.7
01/06/25	0.3		Review of joint statement re CMC	Espinoza Bros Food Distribution, Inc.	DA	41.0
01/13/25	0.3		Review of Order re MPA	Espinoza Bros Food Distribution, Inc.	DA	41.3
01/24/25	0.2		Review of Order re CMC Continuance	Espinoza Bros Food Distribution, Inc.	DA	41.5
03/13/25	0.2		Review of joint statement re CMC	Espinoza Bros Food Distribution, Inc.	DA	41.7
04/01/25	0.2		Review of Order re CMC Continuance	Espinoza Bros Food Distribution, Inc.	DA	41.9
04/18/25	0.4		Review of request for dismissal of PAGA Action	Espinoza Bros Food Distribution, Inc.	DA	42.3
04/29/25	0.2		Review of Defendant's declaration ISO MPA	Espinoza Bros Food Distribution, Inc.	DA	42.5
05/05/25	0.3		Review of Joint Statement re CMC	Espinoza Bros Food Distribution, Inc.	DA	42.8

05/12/25	0.3		Review of Notice of Order granting dismissal without prejudice	Espinoza Bros Food Distribution, Inc.	DA	43.1
05/13/25	0.2		Review of CMC Hearing Memo + calendaring of new dates	Espinoza Bros Food Distribution, Inc.	DA	43.3
05/19/25	0.3		Review of Expert Invoice and confirmed accuracy	Espinoza Bros Food Distribution, Inc.	DA	43.6
06/04/25	0.9		Prepare and attend CMC + preparation of hearing memo + calendaring	Espinoza Bros Food Distribution, Inc.	DA	44.5
06/23/25	0.3		Review of Court's tentative ruling re MPA	Espinoza Bros Food Distribution, Inc.	DA	44.8
06/30/25	0.3		Review of supplemental declarations ISO MPA	Espinoza Bros Food Distribution, Inc.	DA	45.1
07/14/25	0.3		Review of Notice of Change of Address	Espinoza Bros Food Distribution, Inc.	DA	45.4
07/21/25	0.2		Review of joint statement re CMC	Espinoza Bros Food Distribution, Inc.	DA	45.6
08/06/25	1.2		Review of Tentative Order re MPA and analysis for next steps	Espinoza Bros Food Distribution, Inc.	DA	46.8
01/06/26	1.5		Review of Class Notice from TPA compared to SA + edits	Espinoza Bros Food Distribution, Inc.	DA	48.3
03/11/26	0.5		Review of Litigation Costs	Espinoza Bros Food Distribution, Inc.	DA	48.8
03/16/26	1.5		Review of MFA papers	Espinoza Bros Food Distribution, Inc.	DA	50.3

CONFIDENTIAL WORK PRODUCT - EMILY K. BORMAN TIMESHEET

Date:	Hours:	Task Code	Description	Case	Atty	Case Total:
03/10/26	1.3	L160	Review settlement agreement, MPA filing, Court's tentative ruling, and litigation costs in preparation to draft MFA	Espinoza Bros Food Distribution, Inc.	EKB	1.3
03/13/26	1.2	L160	Email correspondence with ILYM regarding final administrator declaration in support of MFA; review and revise declaration	Espinoza Bros Food Distribution, Inc.	EKB	2.5
03/15/25	5.1	L160	Draft first draft of MFA, supporting declarations, and proposed order	Espinoza Bros Food Distribution, Inc.	EKB	7.6
03/17/25	0.2	L160	Email correspondence with opposing counsel regarding MFA; finalize MFA and supporting papers	Espinoza Bros Food Distribution, Inc.	EKB	7.8
03/17/25	0.9	L160	Email correspondence with ILYM regarding further revisions to declaration; review and finalize administrator declaration iso MFA.	Espinoza Bros Food Distribution, Inc.	EKB	8.7

CONFIDENTIAL WORK PRODUCT - HARRY ERGANYAN TIMESHEET

Date:	Hours:	Task Code	Description	Case	Atty	Case Total:
12/21/23	1.1		Review of Plaintiffs' personnel file	Espinoza Bros Food Distribution, Inc.	HE	1.1
12/28/23	1.3		Internal Strategizing re Mediation	Espinoza Bros Food Distribution, Inc.	HE	2.4
12/28/23	3.2		Reviewing Defendant's document production re mediation	Espinoza Bros Food Distribution, Inc.	HE	5.6
12/29/23	6.9		Researching caselaw re issues/claims from Defendant's production	Espinoza Bros Food Distribution, Inc.	HE	12.5
12/29/23	0.5		Strategizing with team re Mediation	Espinoza Bros Food Distribution, Inc.	HE	13.0
12/29/2023	0.9		Call with Plaintiff	Espinoza Bros Food Distribution, Inc.	HE	13.9
1/3/2024	0.2		Internal email re organizing production	Espinoza Bros Food Distribution, Inc.	HE	14.1
1/3/2024	0.7		Call with Plaintiff	Espinoza Bros Food Distribution, Inc.	HE	14.8
1/3/2024	4.9		Drafting mediation brief	Espinoza Bros Food Distribution, Inc.	HE	19.7
1/3/2024	0.2		Emailing expert	Espinoza Bros Food Distribution, Inc.	HE	19.9
1/4/2024	1.6		Reviewing and analyzing documents from Plaintiff	Espinoza Bros Food Distribution, Inc.	HE	21.5
1/4/2024	3.8		Drafting mediation brief	Espinoza Bros Food Distribution, Inc.	HE	25.3
1/5/2024	0.5		Conference call with Plaintiff	Espinoza Bros Food Distribution, Inc.	HE	25.8
1/5/2024	1.5		Exhibits to brief	Espinoza Bros Food Distribution, Inc.	HE	27.3
1/5/2024	2.2		Internal review of mediation brief	Espinoza Bros Food Distribution, Inc.	HE	29.5
1/8/2024	4.9		Review of Defendant's brief	Espinoza Bros Food Distribution, Inc.	HE	34.4
1/9/2024	8		Mediation	Espinoza Bros Food Distribution, Inc.	HE	42.4

1/9/2024	1.2		Call with Plaintiffs	Espinoza Bros Food Distribution, Inc.	HE	43.6
1/12/2024	0.3		Case management statement and remote appearance	Espinoza Bros Food Distribution, Inc.	HE	43.9
1/18/2024	0.8		CMC	Espinoza Bros Food Distribution, Inc.	HE	44.7
2/7/2024	1		Call with expert and analysis re Report	Espinoza Bros Food Distribution, Inc.	HE	45.7
2/16/2024	1		Joint report	Espinoza Bros Food Distribution, Inc.	HE	46.7
2/27/2024	0.3		Call with Plaintiff	Espinoza Bros Food Distribution, Inc.	HE	47.0
3/15/2024	0.2		Editing joint report	Espinoza Bros Food Distribution, Inc.	HE	47.2
3/21/2024	0.2		Emailing OC re MOU	Espinoza Bros Food Distribution, Inc.	HE	47.4
7/16/2024	0.2		Emailing OC re longform	Espinoza Bros Food Distribution, Inc.	HE	47.6
11/12/2024	1		Call with Plaintiffs re longform	Espinoza Bros Food Distribution, Inc.	HE	48.6
1/17/2025	0.5		Call with Plaintiff	Espinoza Bros Food Distribution, Inc.	HE	49.1
5/9/2025	1		Drafting declaration and sending to Plaintiff and discussing with Plaintiff	Espinoza Bros Food Distribution, Inc.	HE	50.1

CONFIDENTIAL WORK PRODUCT - MARIAM NAZARETYAN TIMESHEET

Date:	Hours:	Task Code	Description	Case	Atty	Case Total:
2/27/2024	0.8		Call with client regarding the settlement.	Espinoza Bros Food Distribution, Inc.	MN	0.8
3/14/2024	0.5		Draft joint status report.	Espinoza Bros Food Distribution, Inc.	MN	1.3
3/14/2024	0.3		Email communications with team regarding the joint report.	Espinoza Bros Food Distribution, Inc.	MN	1.6
3/14/2024	0.1		Email communication with opposing counsel regarding the status report.	Espinoza Bros Food Distribution, Inc.	MN	1.7
3/15/2024	0.4		Review of opposing counsel's edits to the status report.	Espinoza Bros Food Distribution, Inc.	MN	2.1
3/15/2024	0.2		Email communications with team regarding the joint report.	Espinoza Bros Food Distribution, Inc.	MN	2.3
3/15/2024	0.1		Email communication with opposing counsel regarding the status report.	Espinoza Bros Food Distribution, Inc.	MN	2.4
3/18/2024	0.1		Email communication with opposing counsel regarding the filed joint report.	Espinoza Bros Food Distribution, Inc.	MN	2.5
4/15/2024	0.5		Draft joint report.	Espinoza Bros Food Distribution, Inc.	MN	3.0
4/15/2024	0.2		Email communications with team regarding the joint report.	Espinoza Bros Food Distribution, Inc.	MN	3.2
4/15/2024	0.1		Email communication with opposing counsel regarding the joint report.	Espinoza Bros Food Distribution, Inc.	MN	3.3
4/16/2024	0.1		Email communication with opposing counsel regarding the joint report.	Espinoza Bros Food Distribution, Inc.	MN	3.4
4/17/2024	0.4		Review of opposing counsel's edits to the status report.	Espinoza Bros Food Distribution, Inc.	MN	3.8
4/17/2024	0.2		Email communications with team regarding the joint report.	Espinoza Bros Food Distribution, Inc.	MN	4.0
4/17/2024	0.1		Email communication with opposing counsel regarding the joint report.	Espinoza Bros Food Distribution, Inc.	MN	4.1
4/19/2024	0.2		Email communications with opposing counsel regarding the joint report.	Espinoza Bros Food Distribution, Inc.	MN	4.3
5/24/2024	0.1		Email communication with opposing counsel regarding the MOU.	Espinoza Bros Food Distribution, Inc.	MN	4.4

6/11/2024	0.2		Email communications with staff regarding filed joint stipulation.	Espinoza Bros Food Distribution, Inc.	MN	4.6
6/28/2024	0.5		Draft joint report in the PAGA matter.	Espinoza Bros Food Distribution, Inc.	MN	5.1
6/28/2024	0.5		Draft joint report in the class action.	Espinoza Bros Food Distribution, Inc.	MN	5.6
6/28/2024	0.1		Email communication with opposing counsel regarding the joint reports.	Espinoza Bros Food Distribution, Inc.	MN	5.7
7/1/2024	0.1		Email communication with staff regarding the filing of the joint reports.	Espinoza Bros Food Distribution, Inc.	MN	5.8
7/18/2024	2.3		Draft joint stipulation and first amended complaint.	Espinoza Bros Food Distribution, Inc.	MN	8.1
7/18/2024	0.1		Email communication with opposing counsel regarding the joint stipulation and first amended complaint.	Espinoza Bros Food Distribution, Inc.	MN	8.2
7/25/2024	0.1		Follow up email communication to opposing counsel regarding the joint stipulation and first amended complaint.	Espinoza Bros Food Distribution, Inc.	MN	8.3
8/21/2024	0.1		Email communication with staff regarding calendaring joint report deadlines.	Espinoza Bros Food Distribution, Inc.	MN	8.4
8/29/2024	1		Draft joint report for both the class action and PAGA action.	Espinoza Bros Food Distribution, Inc.	MN	9.4
8/29/2024	0.1		Email communication with opposing counsel regarding the joint reports.	Espinoza Bros Food Distribution, Inc.	MN	9.5
9/3/2024	0.1		Email communication with staff regarding the filing of the status report.	Espinoza Bros Food Distribution, Inc.	MN	9.6
9/10/2024	0.5		Court appearance at case management conference.	Espinoza Bros Food Distribution, Inc.	MN	10.1
9/10/2024	0.3		Draft appearance memo.	Espinoza Bros Food Distribution, Inc.	MN	10.4
9/17/2024	0.1		Email communication with staff regarding the filing of the stipulation.	Espinoza Bros Food Distribution, Inc.	MN	10.5
11/12/2024	1		Call with both clients regarding the settlement agreement	Espinoza Bros Food Distribution, Inc.	MN	11.5
1/6/2025	0.5		Draft joint report.	Espinoza Bros Food Distribution, Inc.	MN	12.0
1/6/2025	0.1		Email communication with opposing counsel regarding the joint report.	Espinoza Bros Food Distribution, Inc.	MN	12.1
1/7/2025	0.1		Follow up email communication to opposing counsel regarding the joint report.	Espinoza Bros Food Distribution, Inc.	MN	12.2
1/7/2025	0.1		Email communication with staff regarding the filing of the joint report.	Espinoza Bros Food Distribution, Inc.	MN	12.3
3/13/2025	0.6		Draft joint report.	Espinoza Bros Food Distribution, Inc.	MN	12.9

3/13/2025	0.1		Email communication with opposing counsel regarding the joint report.	Espinoza Bros Food Distribution, Inc.	MN	13.0
3/13/2025	0.1		Email communication with staff regarding the filing of the joint report.	Espinoza Bros Food Distribution, Inc.	MN	13.1
2/25/2025	0.1		Email communication with staff regarding the calendaring of the continued hearing date.	Espinoza Bros Food Distribution, Inc.	MN	13.2
4/18/2025	1.5		Draft stipulation to dismiss the PAGA action.	Espinoza Bros Food Distribution, Inc.	MN	14.7
4/18/2025	0.2		Email communication with team regarding the stipulation to dismiss the PAGA action.	Espinoza Bros Food Distribution, Inc.	MN	14.9
4/18/2025	0.1		Email communication with opposing counsel regarding the stipulation to dismiss the PAGA action.	Espinoza Bros Food Distribution, Inc.	MN	15.0
4/25/2025	0.2		Email communication with opposing counsel regarding the first amended complaint.	Espinoza Bros Food Distribution, Inc.	MN	15.2
4/25/2025	0.1		Email communication with team regarding the first amended complaint.	Espinoza Bros Food Distribution, Inc.	MN	15.3
4/25/2025	0.1		Email communication with staff regarding the filing of the stipulation to dismiss the PAGA action.	Espinoza Bros Food Distribution, Inc.	MN	15.4
5/2/2025	0.5		Draft joint report.	Espinoza Bros Food Distribution, Inc.	MN	15.9
5/2/2025	0.1		Email communication with opposing counsel regarding the joint report.	Espinoza Bros Food Distribution, Inc.	MN	16.0
5/5/2025	0.1		Follow up email communication to opposing counsel regarding the joint report.	Espinoza Bros Food Distribution, Inc.	MN	16.1
5/5/2025	0.1		Email communication with staff regarding the filing of the joint report.	Espinoza Bros Food Distribution, Inc.	MN	16.2
5/6/2025	0.1		Email communication with staff regarding the filing of the status report.	Espinoza Bros Food Distribution, Inc.	MN	16.3
5/9/2025	0.2		Email communications with team regarding the MPA.	Espinoza Bros Food Distribution, Inc.	MN	16.5
5/9/2025	0.4		Call with one of the clients regarding the MPA.	Espinoza Bros Food Distribution, Inc.	MN	16.9
5/13/2025	0.1		Email communication with opposing counsel regarding the case management conference.	Espinoza Bros Food Distribution, Inc.	MN	17.0
5/13/2025	0.8		Court appearance at case management conference.	Espinoza Bros Food Distribution, Inc.	MN	17.8
5/13/2025	0.3		Draft appearance memo.	Espinoza Bros Food Distribution, Inc.	MN	18.1
5/21/2025	0.1		Email communication with staff to save document.	Espinoza Bros Food Distribution, Inc.	MN	18.2
6/2/2025	0.1		Email communication with team regarding the MPA hearing.	Espinoza Bros Food Distribution, Inc.	MN	18.3

6/2/2025	0.1		Email communication with team regarding the amended MPA.	Espinoza Bros Food Distribution, Inc.	MN	18.4
6/27/2025	1.2		Review of notes and email communications for purposes of providing attorney hours for the filing of the supplemental MPA filings.	Espinoza Bros Food Distribution, Inc.	MN	19.6
7/21/2025	0.5		Review of opposing counsel's drafted joint report.	Espinoza Bros Food Distribution, Inc.	MN	20.1
7/21/2025	0.1		Email communication with opposing counsel regarding the joint report.	Espinoza Bros Food Distribution, Inc.	MN	20.2
7/30/2025	0.6		Court appearance at case management conference.	Espinoza Bros Food Distribution, Inc.	MN	20.8
7/30/2025	0.3		Draft appearance memo.	Espinoza Bros Food Distribution, Inc.	MN	21.1
8/4/2025	0.1		Email communication with team regarding the MPA hearing.	Espinoza Bros Food Distribution, Inc.	MN	21.2
8/6/2025	0.1		Email communication with staff to save documents and update calendar.	Espinoza Bros Food Distribution, Inc.	MN	21.3
8/6/2025	0.1		Communication with team regarding the MFA hearing.	Espinoza Bros Food Distribution, Inc.	MN	21.4

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*Attorneys for Plaintiffs Cruz Soto and Monica Nanelly
 Garcia, individually, and on behalf of all others
 similarly situated*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF FRESNO**

CRUZ SOTO and MONICA NANELLY
 GARCIA, individually, and on behalf of all others
 similarly situated,

Plaintiffs,

v.

ESPINOZA BROTHERS FOOD
 DISTRIBUTION, INC., a California corporation;
 ESPINOZA BROTHERS ENTERPRISES LLC, a
 California limited liability company; and DOES 1
 through 10, inclusive,

Defendants.

Case No.: 22CECG03830

[Assigned for all purposes to: Hon. Jon M.
 Skiles, Dept. 503]

**DECLARATION OF PLAINTIFF
 MONICA NANELLY GARCIA IN
 SUPPORT OF PLAINTIFFS' MOTION
 FOR FINAL APPROVAL OF CLASS
 ACTION AND PAGA SETTLEMENT**

FINAL APPROVAL HEARING

Date: April 9, 2026

Time: 3:27 p.m.

Dept.: 503

Complaint Filed: November 30, 2022

Trial Date: Not set

DECLARATION OF MONICA NANELLY GARCIA

I, Monica Nanelly-Garcia, 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 agreed to participate in this action as a class representative on behalf of other employees of Espinoza Brothers Food Distribution, Inc. and Espinoza Brothers Enterprises LLC (“Defendants”), and as a private attorney general for the State of California, I understood that I was pursuing relief not only for myself, but also for other individuals who worked for Defendants. I further understood that, by proceeding in this manner, I was foregoing the possibility of obtaining a more immediate recovery through the Labor Commissioner’s office.

3. I understood that serving as a class representative and private attorney general on behalf of others could subject me to a stigma sometimes associated with individuals who bring these types of claims. I was also aware that, in that role, I could potentially be held responsible for some or all of Defendants’ legal costs if the case was not successfully resolved. Despite these risks, I chose to proceed and represent the interests of other employees and the State of California, although I had concerns about the possibility of an adverse judgment for costs and the impact this litigation might have on my future employment opportunities.

4. I recognized that pursuing a class and representative action involves inherent risks. I understood that the litigation could extend over several years and require my ongoing participation and attention throughout that time. I also understood that, even if successful at trial, the case could be subject to additional delays due to the appellate process.

Notoriety and Personal Difficulties Encountered

5. As a named plaintiff in this matter, I have taken on a public role in prosecuting this action. The class notice distributed in this case was mailed to more than 100 current and former employees of Defendants, advising them that I initiated a class and representative lawsuit against Defendants. By allowing my name to be associated with this litigation, I have exposed myself to

potential professional consequences, as individuals within the food and beverage industry—including current or former employees of Defendants and their professional networks—may be less inclined to offer future employment opportunities to someone who has brought suit against their employer.

Amount of Time and Effort Spent and Duration of the Litigation

6. Participating in this lawsuit as a named class representative required me to spend a lot of my own time helping move the needle forward as it related to the prosecution of this matter. As detailed below, I have spent approximately 24 hours on this case.

7. Throughout this case, I had numerous phone conversations with my attorneys to stay updated on the case and share relevant information. For instance, during some of these calls, we identified specific instances where I had not been paid correctly. Additionally, in preparation for mediation, I engaged in several lengthy discussions with Wilshire Law Firm about the claims involved and the mediation process.

8. During the course of the case, I devoted significant time to locating and providing relevant documents to my attorneys. This process required numerous hours, including when I initially contacted my attorneys, prior to the case being filed, and in the lead-up to mediation. I also reviewed legal documents, such as the retainer and settlement agreement, and engaged in detailed discussions with my attorneys about their terms.

Personal Benefit Received as a Result of the Litigation

9. I understand that under this settlement agreement, I may receive a service payment of up to \$7,500. I believe this sum fairly compensates me for the time and effort I committed to prosecuting this case, as well as the potential impact on my future employment.

10. 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.

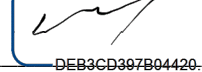
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1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed on 3/17/2026, at Fresno, California.

3 DocuSigned by:

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*Attorneys for Plaintiffs Cruz Soto and Monica Nanelly
 Garcia, individually, and on behalf of all others
 similarly situated*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF FRESNO**

CRUZ SOTO and MONICA NANELLY
 GARCIA, individually, and on behalf of all others
 similarly situated,

Plaintiffs,

v.

ESPINOZA BROTHERS FOOD
 DISTRIBUTION, INC., a California corporation;
 ESPINOZA BROTHERS ENTERPRISES LLC, a
 California limited liability company; and DOES 1
 through 10, inclusive,

Defendants.

Case No.: 22CECG03830

[Assigned for all purposes to: Hon. Jon M.
 Skiles, Dept. 503]

**DECLARATION OF PLAINTIFF CRUZ
 SOTO IN SUPPORT OF PLAINTIFFS'
 MOTION FOR FINAL APPROVAL OF
 CLASS ACTION AND PAGA
 SETTLEMENT**

FINAL APPROVAL HEARING

Date: April 9, 2026
 Time: 3:27 p.m.
 Dept.: 503

Complaint Filed: November 30, 2022
 Trial Date: Not set

DECLARATION OF CRUZ SOTO

I, Cruz Soto, 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 Espinoza Brothers Food Distribution, Inc. and Espinoza Brothers Enterprises LLC (“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. During the time I was employed with Defendants, I was subject to all of Defendants’ policies and practices that have been alleged as unlawful in the Class Action Complaint and Private Attorneys General Act (“PAGA”) Notice sent to Defendant and the Labor & Workforce Development Agency (“LWDA”).

4. The reason why I decided I wanted to file this lawsuit against Defendants was because I was not being paid properly for all the hours that I worked. Further, I felt I was not provided all of my meal breaks and rest periods

5. When starting this process, I understood 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.

6. 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

7. As the named plaintiff, I am the face of the litigation. Additionally, the class notice that was mailed in this case was sent to over 100 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 food and beverage industry or may know people at other companies within the food and beverage industry who may not want to hire someone who sued his employer.

Amount of Time and Effort Spent and Duration of the Litigation

8. 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, discussing potential witnesses, reviewing discovery information and data, assisting my attorneys prepare for mediation, and participating in settlement discussions. After mediation, I remained actively involved by reviewing the settlement papers and regularly contacted my counsel for updates. I estimate that since I retained my counsel in this case, I have spent approximately 24 hours on the activities described above.

Personal Benefit Received as a Result of the Litigation

9. I understand that under this settlement agreement, I may receive a service payment of up to \$7,500. I believe this sum fairly compensates me for the time and effort I committed to prosecuting this case, as well as the potential impact on my future employment.

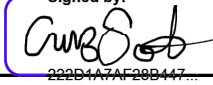
10. Absent the requested service payment, the personal benefit I will receive is the same as all other employees. But unlike the other employees, I have signed a general release for Defendants. The other employees are only releasing the wage and hour claims asserted in the lawsuit.

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1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed on 3/17/2026, at Fresno, California.

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7 Cruz Soto
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