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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

JUAN BECERRA and MARIA CAMACHO, on behalf of the State of California and other aggrieved persons, *Plaintiffs,* v. PULMUONE FOODS USA, INC., an Iowa corporation; PULMUONE U.S.A., INC., a California corporation; NASOYA FOODS USA, LLC, a Delaware limited liability company; and DOES 1 through 10, inclusive, *Defendants.*	Case No.: 24CV450003 Assigned to Hon. Beth McGowen, Dept. 22 Complaint filed: October 21, 2024 FAC filed: December 26, 2024 SAC filed: May 19, 2026 Trial date: Not set **PAGA REPRESENTATIVE ACTION** **DECLARATION OF CONOR J.D. GOMEZ IN SUPPORT OF PLAINTIFFS' MOTION TO APPROVE PAGA SETTLEMENT** Approval Hearing Date Date: January 14, 2027 Time: 1:30 p.m. Dept.: 22

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I, Conor J.D. Gomez, declare as follows:

1. I am admitted and in good standing to practice as an attorney in the State of California. I am an Attorney at Wilshire Law Firm, PLC ("WLF"), counsel of record for plaintiffs Juan Becerra and Maria Camacho ("Plaintiffs"). I, along with the above-captioned attorneys at WLF (inclusively "PAGA Counsel"), have reviewed the case files for this matter as routinely kept by WLF in the course of litigation. Based upon the information available to PAGA Counsel through WLF's record-keeping processes, I am competent to make this declaration (this "Declaration"). This Declaration is submitted concurrently with and in support of Plaintiffs' Motion to Approve the PAGA Settlement (the "Motion").

Case Background

2. This is a Private Attorneys General Act ("PAGA") (Lab. Code §§ 2699, et seq.) representative action brought by Plaintiffs, on behalf of the State of California and all individuals who worked for Defendants Pulmuone Foods USA, Inc., Pulmuone U.S.A., Inc., and Nasoya Foods USA, LLC ("Defendants" and together with Plaintiffs, the "Parties") as current and former hourly paid nonexempt employees in California from August 20, 2023 through the Approval Date[1], subject to the potential limitations as described in Section II(C)(c) [of the Settlement Agreement] (each an "Aggrieved Employee"). The "PAGA Period" is the period from August 20, 2023, through the Approval Date, subject to the potential limitations as provided in Section II(C)(c) [of the Settlement Agreement]. Defendants are food preparation and processing establishments, operating in several locations in California.

3. Plaintiffs allege that Defendants failed to pay for all hours worked. Plaintiffs further allege that Defendants failed to: provide legally compliant meal periods and related meal period premiums, authorize and permit rest periods and related rest period premiums, pay all earned wages

[1] "Approval Date" means the date the Court grants approval of the Settlement Agreement by signing and filing the Final Order. The "Final Order" means the final Court order entered in the PAGA Action in accordance with the terms of the Settlement Agreement, the Court adopting and approving the Settlement Agreement (and the terms of Settlement described therein) under the specific terms requested, and the Court retaining jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the Settlement.

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twice per month, maintain accurate records of hours worked and meal periods, furnish accurate wage statements, and indemnify employees for expenditures.

4. Based on these allegations, on October 21, 2024, Plaintiff Becerra filed a putative wage and hour class action complaint against Defendants for: (1) failure to pay minimum and straight time wages (Labor Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Labor Code §§ 1194 and 1198); (3) failure to provide meal periods (Labor Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (Labor Code § 226.7); (5) failure to timely pay final wages at termination (Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements (Labor Code § 226); (7) failure to indemnify employees for expenditures (Labor Code § 2802); (8) failure to produce requested employment records; and (9) violation of California Business and Professions Code §§ 17200, *et seq*.

5. On October 16, 2024, Plaintiff Becerra provided notice to the Labor and Workforce Development Agency (the "LWDA") and Defendants of the violations described above, as required by Labor Code § 2699.3(a)(1). Pursuant to Labor Code § 2699.3 (a)(2)(A), the LWDA had 65 calendar days to notify Plaintiff Becerra and Defendants whether it intended to investigate the alleged violations, during which time it did not. A true and correct copy of the PAGA Notice and evidence of Plaintiff's submission of the PAGA notice to the LWDA, attached as **Exhibit 1**. On December 22, 2025, the Court granted the Plaintiff's request for dismissal of class claims. On December 26, 2025, after exhausting the requisite pre-filing notice period pursuant to PAGA, Plaintiff Becerra filed a first amended complaint against Defendants adding a cause of action for PAGA civil penalties. On May 19, 2026, Plaintiff Becerra filed a second amended complaint adding Maria Camacho as an additional plaintiff (the "Operative Complaint" or "PAGA Action").

Discovery and Investigation

6. After Plaintiffs filed the Operative Complaint, the Parties engaged in extensive discussions and informal discovery. Defendants produced a sample of employee timekeeping and payroll data as well as documents reflecting Defendants' policies, practices and procedures during the relevant time period. The Parties have engaged in sufficient informal discovery and investigation to assess the relative merits of the claims and contentions of the Parties.

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7. On July 29, 2025, the Parties and their counsel participated in private mediation with Daniel Turner. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their or its position through trial and appeal if a settlement had not been reached.

8. On April 15, 2026, after extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiffs' claims and Defendants' defenses, the Parties executed the PAGA Settlement Agreement and Release (the "Settlement" or "Settlement Agreement") to resolve the PAGA Action. A true and correct copy of the Settlement Agreement and PAGA Notice Cover Letter (the "Notice") is attached hereto as **Exhibit 2**. The Parties agreed to settle the PAGA Action for $320,000.00, subject to a Pro Rata Increase in the Settlement Agreement or a shortened release to an earlier date at which only 7,136 pay periods plus an additional 10% are covered by the PAGA Period (the "Gross Settlement Amount"). There are approximately 180 aggrieved employees covered by the Settlement. Plaintiffs submitted the Settlement to the LWDA pursuant to Labor Code § 2699(l)(2). Attached as **Exhibit 3** is a true and correct copy of Plaintiffs' proof of submission of the Settlement Agreement and Notice to the LWDA.

9. Based upon the information obtained through PAGA Counsel's investigation into the claims alleged by Plaintiffs, legal research, and informal discovery, PAGA Counsel was able to act intelligently and effectively in negotiating the proposed Settlement.

Assessment of Amount in Controversy and Risks of Continued Litigation

10. Plaintiffs and PAGA Counsel remain confident of the merits of Plaintiffs' claims. With respect to the meal period allegation, Plaintiffs alleges that Defendants did not have fully compliant written meal period policies. Although Plaintiffs contend that this allegation is meritorious, there is risk with this underlying claim. With respect to the rest period allegation, Plaintiffs contend that employees, including themselves, were not provided with California-compliant rest periods, as employees were often cut short or otherwise interrupted or that employees would be forced to skip rest breaks due to a heavy workload. Again, despite Plaintiffs' contention that this allegation is credible, proving rest period allegations is particularly difficult

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because rest periods do not have to be recorded and Defendants can argue that the Aggrieved Employees chose to voluntarily forego their rest periods.

11. With regard to Plaintiffs' wage statement claim, Defendants argue that the wage statements issued to employees meet the requirements of Labor Code § 226(a). Defendants also maintain that any alleged wage statement violation could not be shown to be "knowing and intentional," and that Plaintiffs cannot show that he or any other employee "suffer[ed] injury" as a result of the alleged wage statement violations, as required by Labor Code § 226(e) for the imposition of penalties.

12. Plaintiffs recognized there is a legitimate risk of the Court significantly reducing penalties given the technical nature of the alleged violations. Without this Settlement, the Parties face preparation for trial, as well as extensive formal discovery efforts and depositions. As a result, the Parties would incur considerably more attorneys' fees and costs through trial. This Settlement avoids those risks and the accompanying expenses.

13. The Settlement Agreement provides for 7,136 pay periods during the PAGA Period which presented issues with regard to (1) unpaid wages, (2) meal period violations, (3) rest period violations, and (4) unreimbursed business expenses. Applying the $100 "initial violation" penalty for each of these 4 violations per pay period, Defendants' maximum potential PAGA exposure is $2,854,400.00 (based on 7,136 pay periods). However, given the technical nature of proving each of these violations, and in light of the trial court's ability to prevent stacking of PAGA penalties, PAGA Counsel reduced its estimate by assuming one violation per pay period, yielding $713,600.00. PAGA Counsel, in their vast experience litigating these complex wage and hour claims, then discounted this amount by 50% given the highly contested nature of the claims, the defenses asserted by Defendants, and the likelihood of success at trial, yielding a realistic maximum recovery of $356,800.00.

14. The Gross Settlement Amount therefore represents approximately 89.7% of Plaintiffs' reasonably forecasted total recovery ($320,000.00 / $356,800.00 = 89.7%). In this case, continued litigation would delay payment to the LWDA and the Aggrieved Employees as they await trial and, most likely, appellate proceedings. Furthermore, while Plaintiffs are confident in

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the merits of the case, a legitimate controversy exists as to each of the predicate Labor Code violations. The possibility that the Court finds no liability at the PAGA bench trial is also a risk. In sum, when the risks of litigation, the burdens of proof necessary to establish liability, and the probability of appeal of a favorable judgment are balanced against the merits of Plaintiffs' claims, it is clear that the Settlement is fair. Further, because of the proposed Settlement, the Aggrieved Employees will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment. Plaintiffs also recognize that proving the amount of wages due to each employee would be an expensive, time-consuming, and uncertain proposition.

15. If the Court approves the terms of the Settlement, the net settlement amount will be approximately $186,033.96 (the "Net Settlement Amount"). The Net Settlement is the Gross Settlement Amount *minus* the following:

a. Up to $5,000.00 enhancement award to each Plaintiff ($10,000.00 total) (the "PAGA Service Payment");

b. $106,666.67 to PAGA Counsel for their attorneys' fees (the "PAGA Counsel Fees Payment");

c. $13,799.37 to WLF and Otkupman Law Firm, APC for attorneys' costs (the "PAGA Counsel Litigation Expenses Payment"). WLF's costs are currently $13,083.06 and Otkupman Law Firm, APC's costs are $716.31 (for a total of $13,799.37). Attached as **Exhibit 4** to this Declaration is a true and correct copy of WLF's costs breakdown; and

d. $3,500.00 to the Phoenix Settlement Administrators, Inc. (the "Administrator") for their administration costs (the "Administration Expenses Payment"). A true and correct copy of the Administrator's bid is attached hereto as **Exhibit 5**.

16. Further, 65% of the Net Settlement Amount, or approximately $120,922.07, will go to the LWDA and the remaining 35% of the Net Settlement Amount, or approximately $65,111.89, will be paid to the Aggrieved Employees. The Aggrieved Employees' 35% share of PAGA Penalties will be divided by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period ("Qualifying Pay Period Amount") and each Aggrieved Employee will

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be paid an Individual PAGA Payment by multiplying the Qualifying Pay Period Amount by the Aggrieved Employee's total number of Pay Periods. The average Individual PAGA Payment is estimated to be approximately $361.73 ($65,111.89 / 180).[2]

PAGA Service Payments

17. The requested Plaintiffs' Service Payments are intended to recognize: (1) the substantial time and effort that Plaintiffs have expended on behalf of the State and Aggrieved Employees; (2) the risks faced by Plaintiffs as a result of bringing this Action; (3) the fact that Plaintiffs put the interests of the State of California and other aggrieved employees ahead of his own; and (4) the substantial benefit conferred upon the State and the Aggrieved Employees as a result of Plaintiffs' actions.

18. Plaintiffs have spent numerous hours performing tasks for this Action, including, but not limited to, the following: consulting with counsel in-person and over the telephone; searching for and producing relevant documents; reviewing documents produced by Defendants and Settlement documents; keeping informed of the developments in the Action; and participating in decisions concerning the Action, including settlement. As a result of his efforts, the LWDA and about 180 aggrieved employees will receive compensation for civil penalties for underpaid wages and other wage and hour violations.

19. Plaintiffs put themselves at significant risk in pursuing this Action on behalf of the State, as serving as a Plaintiffs in a representative action could affect their prospects for future employment. Plaintiffs also placed themselves at substantial risk because, if Defendants were to prevail in this action, Plaintiffs could be liable for Defendants' costs and attorneys' fees.

20. In short, this Action would not have been possible without the aid of Plaintiffs, who put their own time and effort into this Action, sacrificed the value of their individual claims by entering into a general release of all known and unknown claims, and placed themselves at risk for the sake of the State and the Aggrieved Employees, and Defendants will not oppose Plaintiffs'

[2] This estimated average is based on currently available aggregate information and is intended solely to provide the Court with a general approximation; actual individual payments will be calculated by the Settlement Administrator using employee-specific pay period data and may differ accordingly.

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request for the full PAGA Service Payment.

Attorneys' Fees And Costs

21. The Settlement provides for a payment of attorneys' fees in the amount of up to $106,666.67 and $15,000.00 in costs to Plaintiffs' counsel.

22. The total current lodestar for WLF is not less than the following:

Person	Role	Hours	Rate	Lodestar
Tyler J. Woods	Senior Partner	18.5	$1,200.00	$22,200.00
Alan Wilcox	Senior Attorney	6.3	$950.00	$5,985.00
James Yoo	Senior Attorney	50.5	$800.00	$40,400.00
Ruby Carrera	Associate Attorney	30	$550.00	$16,500.00
Conor Gomez	Settlement Attorney	10.6	$575.00	$6,095.00
Coley Hayes	Paralegal	8.1	$200	$1,620.00
Total:				$92,800.00

23. WLF has spent approximately 124 hours, for a lodestar of $92,800.00 litigating this Action to bring it to resolution, not including time which will be expended monitoring the administration of the Settlement and distribution of funds to the Aggrieved Employees. Efforts expended by PAGA Counsel to achieve this result include, but are not limited to, the following:

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

b. filing the Action;

c. attending hearings and meeting and conferring with Defendants regarding the Action;

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

e. selecting a mediator and mediation date;

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

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

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

i. attendance at mediation by all Parties and counsel;

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

k. engaging in settlement negotiations, followed by finalizing and fully executing the Settlement Agreement;

l. communicating with multiple settlement administration companies to select an appropriate administrator for this settlement; and

m. preparing the instant Motion and supporting documents.

24. There are additional hours devoted by PAGA Counsel to this Action that are not reflected in the PAGA Counsel Fees Payment.

25. We can provide additional billing records in the event the Court requests them but would request the opportunity to redact attorney-client privileged information and any other privileged information.

26. I believe that the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment provisions are reasonable. The fee percentage requested is less than that charged by WLF for most employment cases. WLF invested significant time and resources into the Action, with payment deferred to the end of the Action, and then, of course, contingent on the outcome.

27. It is further estimated that my office will need to expend at least another 10 to 15 hours to monitor the process leading up to payments made to the Aggrieved Employees. WLF also bears the risk of taking whatever actions are necessary if Defendants fail to pay.

28. The risk to WLF has been very significant, particularly if we would not be

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successful in pursuing this Action. In that case, we would have been left with no compensation for all the time taken in litigating this Action. Indeed, we have taken on a number of class and representative action cases that have resulted in thousands of attorney hours being expended and ultimately having certification denied or the defendant company going bankrupt. The contingent risk in these types of cases is very real and they do occur regularly. Furthermore, we were precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

29. In the high-risk, high-cost practice of class action and PAGA litigation, WLF has endured financial losses in several of its cases. I believe that the particular risk of taking on this high-cost, high-risk case supports an upward adjustment of the lodestar calculation.

30. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, WLF represents all of its employment law clients on a contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless we prevail at trial or successfully settle our clients' cases. Because WLF is taking the risk that we will not be reimbursed for our time unless our client settles or wins his or her case, we cannot afford to take cases on a contingency basis if, at the end of our representation, we receive less than the amount of attorneys' fees negotiated with defendant. It is therefore essential that we recover our requested fees when we settle cases if we are to remain in practice so as to be able to continue take on class and representative action cases.

31. I believe that the efforts of PAGA Counsel have resulted in substantial benefits to the Aggrieved Employees and the State of California. Through the efforts of PAGA Counsel and Plaintiffs in this Action, a fair and reasonable resolution has been reached. I believe that without the efforts of PAGA Counsel, the Labor Code and Wage Order violations alleged in the Action would have gone completely unremedied. The PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment provided for in the Settlement are reasonable given the result achieved.

32. As of the drafting of this Motion, WLF's costs are currently $13,083.06 and Otkupman Law Firm, APC's costs are $716.31 (for a total of $13,799.37). These expenses were

reasonably necessary in litigating and settling the Action and were actually incurred by WLF. They should be reimbursed in full, up to the maximum amount allowed in the Settlement Agreement.

The Administration Expenses Payment is Reasonable

33. The Administration Expenses Payment in the amount of $3,500.00 to the Administrator reasonable, given the tasks to be performed by the Administrator, including, but not limited to, the following duties: mailing and re-mailing (if necessary) checks to approximately 180 Aggrieved Employees and the LWDA; establishing a qualified settlement fund; preparing and submitting to Aggrieved Employees and government entities all appropriate tax filings and forms; distributing the PAGA Service Payments and attorneys' fees and costs; keeping the Parties timely apprised of the performance of all obligations under the Agreement; and voiding uncashed or undeliverable checks to issue those funds to California Controller's Unclaimed Property. Plaintiffs respectfully requests that the Court approve the Administration Expenses Payment.

Plaintiffs' Counsel's Experience and Qualifications

34. 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.

35. WLF was selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms for every year 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.

PAGA COUNSEL'S EXPERIENCE

Tyler J. Woods's Qualifications

36. Tyler J. Woods graduated from the University of California, Davis in 1999 with a Bachelor of Arts degree in Communications with minors in Spanish and Psychology. He received by Juris Doctor from USC Gould School of Law in 2004.

37. Upon graduating from law school in 2004, Mr. Woods worked for international firm McDermott Will & Emery LLP practicing general litigation which included employment law matters. Since 2010, and exclusively since 2013, his practice has 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 at the law firms of McDermott Will & Emery LLP (where he was a partner), Pacific Trial Attorneys (where he was a partner), and labor and employment powerhouse Fisher Phillips (where he was a partner and head of Fisher Phillips Class Action Practice Group). At these law firms, he was the lead trial counsel or took a major leading role in defending employers on numerous wage and hour class, collective, and representative actions. Under his leadership as lead counsel during his tenure as defense counsel he successfully defeated class certification of a potential 10,000 plus class as lead counsel on behalf of a nationwide quick service restaurant during his time as defense counsel and negotiated several wage and hour class actions that were subsequently approved by the Courts.

38. In late March 2024, Mr. Woods left Fisher Phillips and joined WLF, to represent plaintiff employees. He has been and is handling many wage and hour class and representative actions litigating such matters on behalf of plaintiff employees in numerous Superior Courts. From matters representing both plaintiff and defendants, he has successfully mediated the resolution of many wage and hour class, collective, and representative actions.

39. In July 2025, he obtained a jury verdict in excess of $6,000,000 in a wage and hour case in Los Angeles Superior Court against Javier's Cantina & Grill (Los Angeles Superior Court Case No. 19STCV36438).

40. Mr. Woods has received numerous awards for his legal work. For example, from 2009-2011 and 2014, he was listed as a Rising Star in Los Angeles Super Lawyers (Thomas Reuters). He has also served on numerous prominent boards and in other leadership positions, including currently serving on the board of the Orange County Chapter of the California Restaurants Association.

41. He has also presented monthly webinars on labor and employment issues to hundreds of participants since 2022, including on wage and hour issues. For example, he presented "10 Reasons Employers Get Sued (and How to Avoid These Mistakes" (while a partner with Fisher Phillips) and "Key Insights for Hospitality Employers: Arbitration Agreements 101" (while a partner with Fisher Phillips).

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42. His hourly rate is reasonable given his experience and when compared to other similarly experienced attorneys in this practice and geographic location. The reasonableness of Class Counsels' hourly rates is also supported by several surveys of legal rates, including the following:

(a) The 2022 Real Rate Report survey compiled by Wolters Kluwer, which presents the real market rates of Los Angeles area attorneys who practice litigation. For that category, the third quartile 2022 rate was $1,045 per hour for partners and $855 for associates. Likewise, page 32 of the Report describes the rates charged by 183 Los Angeles partners with "21 or more years of experience" and "Fewer than 21 years." For those categories, the third quartile Los Angeles partner rate in 2022 were $1,133 per hour for 21 or more years and $1,075 for attorneys with fewer than 21 years. A true and correct copy of portions of the 2022 Real Rate Report is attached hereto as **Exhibit 6**.

(b) In an article entitled "Big Law Rates Topping $2,000 Leave Value 'In Eye of Beholder,'" written by Roy Strom and published by Bloomberg Law on June 9, 2022, the author describes how Big Law firms have crossed the $2,000-per hour rate. The article also notes that law firm rates have been increasing by just under 3% per year. A true and correct copy of this article is attached hereto as **Exhibit 7**.

Alan A. Wilcox's Qualifications

43. Alan A. Wilcox obtained his Bachelor's degree from the University of California, Berkeley in 2007. He graduated from Pepperdine University's School of Law and became a member of the California State Bar in 2012.

44. Throughout Mr. Wilcox's career up until his employment at WLF, he was essentially continuously employed as a civil litigation attorney at multiple law firms. He has represented clients in both state and federal Courts in a wide variety of matters, including contract disputes, wrongful foreclosure, unlawful detainer, divorce, product defect, tort, and employment.

45. From 2014 to the present, Mr. Wilcox has been exclusively practicing complex civil litigation representing plaintiff employees in employment matters. In that time, he has become an expert in the field. Mr. Wilcox has handled both individual wrongful discharge and collective wage and hour actions, with class action and PAGA matters including *Flores v. Aqua Terra Culinary, Inc.*, Monterey Superior Court Case No. 17CV002672, *Garcia v. Construction Innovations Group, LLC*, Sacramento Superior Court Case No. 34-2020-00285239, *Kim v. Sheraton Operating Corp.*, Central District of California Case No. 2:17-cv-09247-FMO-E, *Pease v. Wattrans, Inc.*, San Bernardino Superior Court Case No. CIVDS1919832, and *Lachman v. Berlitz Languages, Inc.*, Los Angeles Superior Court Case No. 19STCV01533, among others.

46. Mr. Wilcox used his programming skills to create complex systems for automatically performing in-depth analyses of employment records to identify wage and hour violations in both individual and collective action settings. He has tried several matters, including multiple employment cases and multiple non-employment cases. His expertise has resulted in obtaining multiple millions of dollars for his clients. He strives to represent individuals struggling to enforce their rights and recover what is owed to them from employers who violate California law. At WLF, he is a Senior Attorney charged with taking resolved class action and PAGA matters and ensuring that they are carried through the approval and distribution process in an efficient manner and in compliance with Court orders.

47. Mr. Wilcox's current hourly billing rate is $950.00 per hour. This hourly rate is reasonable and appropriate, given his background and experience. He is generally familiar with hourly rates charged by attorneys in both Southern and Northern California whose training and experience are similar, and believes this rate is competitive in both markets for attorneys.

48. Indeed, a commonly used metric for determining reasonable attorney fee rates based upon years of experience, the Laffey Matrix (http://www.laffeymatrix.com/see.html), indicates that it would be reasonable for Mr. Wilcox to charge approximately $948.00 per hour. Prior to taking on a Senior Attorney role at WLF, for multiple years his hourly billing rate stagnated at $650.00 per hour, following Judge Upinder S. Kalra granting the plaintiff's post-trial motion for attorneys' fees and approving hours and rate billed in the matter of *Parker v. Innovative Speech*

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Therapy and Communications Servs., Inc., Los Angeles Superior Court Case No. 19STCV36310, and when Judge Kory Mathewson approved Mr. Wilcox's fee rate for a default judgment in Segura v. Beyond Staffing Solutions, Inc., San Bernardino Superior Court Case No. CIVDS1908672. While working for WLF, Mr. Wilcox has been repeatedly approved as class counsel and his hourly billing rate has been approved for many class and PAGA action settlements.

James Yoo's Qualifications

49. James Yoo is a Senior Attorney at WLF. He graduated from the University of California, Los Angeles with a Bachelor of Arts in Philosophy and earned his Juris Doctor degree from UCLA School of Law. He was admitted to practice law in the State of California in 2016. Before joining WLF, he served as head of the Wage and Hour Department at Warmuth Law, where he gained extensive experience managing wage and hour matters and negotiating settlements on behalf of employees. As a Senior Attorney at WLF he leads and manages multiple complex wage and hour class and representative actions under the California Private Attorneys General Act ("PAGA"). He is currently overseeing more than one hundred active class action and PAGA representative matters pending in courts throughout the State of California.

Ruby Carrera's Qualifications

50. Ruby Carrera is an Associate Attorney at Wilshire Law Firm. She graduated from the University of California, Davis with a Bachelor of Arts in Communications, and earned her Juris Doctor from Santa Clara University School of Law in 2020. She was admitted to the California State Bar in 2022. Ruby has represented clients in both state and federal courts in a wide range of matters, including wrongful termination, workplace harassment, wage and hour disputes, partition actions, and real estate litigation. Before joining Wilshire Law Firm, she focused her practice on single-plaintiff employment cases, where she gained significant experience litigating wage and hour claims and other employment-related disputes. She now focuses her practice on wage-and-hour law, including Private Attorneys General Act of 2004 ("PAGA") matters.

Conor J.D. Gomez's Qualifications

51. Conor J.D. Gomez is a fifth-year Settlement Attorney at WLF. Mr. Gomez is responsible for finalizing resolved class action and PAGA matters, ensuring that they are carried

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through the approval and distribution process in an efficient manner and in compliance with court orders. He graduated from the University of California, Los Angeles School of Law in May 2020. Mr. Gomez passed the California Bar Examination on his first attempt and was admitted to practice in May 2021. He is admitted to practice law in the State of California and before the Northern District of California. Mr. Gomez also serves as an adjunct professor at the Thomas Jefferson School of Law in San Diego, California, and he acts as a Bar Exam Preparation mentor to law students throughout San Diego. He graduated from the University of California, San Diego in 2017 with a Bachelor of Arts in Sociology, concentrating in Law & Society. During law school, Mr. Gomez obtained credentials in course design, teaching innovation and technology, and business administration from the University of California, Irvine. He was awarded the Masin Family Foundation Gold Award in recognition of his academic performance in law school. Mr. Gomez began his legal career representing both for-profit and non-profit/tax-exempt organizations. He draws on that experience to achieve strong results for his clients, having represented businesses and understanding their perspectives. He has practiced plaintiff-side employment litigation for several years and has a strong record of securing settlements in individual wage-and-hour and FEHA matters, with results regularly reaching the six-figure range. Throughout his career, Mr. Gomez has worked with multiple firms, taking on increasing responsibility and mentoring dozens of new attorneys in employment law fundamentals and litigation strategies to achieve efficient and favorable outcomes. He transitioned into his current role at WLF to capitalize on his strengths in settlement negotiations, workflow optimization, and drafting clear and concise agreements and motions, with the goal of achieving maximal results for larger classes of workers. Mr. Gomez has served on the board of directors for local arts organizations and regularly hosts workshops throughout Southern California. He has guest lectured at the University of California, Irvine on various legal topics. He is also a certified mediator and serves on the California Lawyers for the Arts mediation panel, where he volunteers his time to mediate a wide range of disputes, including artistic business and ownership matters as well as employment disputes. Mr. Gomez has been appointed as class counsel in wage-and-hour matters throughout California, including most recently in Canady v. Sheffield Platers, Inc., 37-2024-00014952-CU-OE-CTL; Motion for

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Preliminary Approval Granted March 4, 2026; Molina v. CCN Framing, Inc., 22STCV10819; Motion for Preliminary Approval Granted on March 4, 2026; and Lucero v. Nissho of California, Inc., Case No. 37-2021-00001528-CU-OE-CTL, consolidated with Case No. 37-2022-00012006-CU-OE-CTL; Motion for Final Approval granted on February 20, 2026.

Ruby Carrera's Qualifications

52. Ruby Carrera is an Associate Attorney at Wilshire Law Firm. She graduated from the University of California, Davis with a Bachelor of Arts in Communications, and earned her Juris Doctor from Santa Clara University School of Law in 2020. She was admitted to the California State Bar in 2022. Ruby has represented clients in both state and federal courts in a wide range of matters, including wrongful termination, workplace harassment, wage and hour disputes, partition actions, and real estate litigation. Before joining Wilshire Law Firm, she focused her practice on single-plaintiff employment cases, where she gained significant experience litigating wage and hour claims and other employment-related disputes. She now focuses her practice on wage-and-hour law, including Private Attorneys General Act of 2004 ("PAGA") matters.

Coley Hayes's Qualifications

53. Coley Hayes is a Paralegal at WLF with seven years of experience specializing in wage and hour class actions and representative actions cases. She is a graduate of Austin Peay State University with a Bachelor of Science degree in Mathematics and a Master's degree in Curriculum and Instruction.

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

Executed on June 10, 2026, at San Diego, California.

Conor J.D. Gomez

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Exhibit 1

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Molly DeSario, Esq.
James Yoo, Esq.
Ruby Carrera, Esq.

October 16, 2024

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

Harry Yoon
Agent for Service of Process for
Pulmuone Foods USA, Inc.
2315 Moore Avenue
Fullerton, CA 92833
(***Via Certified Mail, Return Receipt Requested***)

Sung Yoon
Agent for Service of Process for
Pulmuone U.S.A., Inc.
2315 Moore Avenue
Fullerton, CA 92833
(***Via Certified Mail, Return Receipt Requested***)

Sung Yoon
Agent for Service of Process for
Nasoya Foods USA, LLC
2315 Moore Avenue
Fullerton, CA 92833
(***Via Certified Mail, Return Receipt Requested***)

Re: ***Juan Becerra v. Pulmuone Foods USA, Inc., et al.***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Juan Becerra ("Mr. Becerra" or "Employee") to pursue a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action (Cal. Lab. Code §§ 2699, et seq.) against Employee's former Employers Pulmuone Foods USA, Inc., Pulmuone U.S.A., Inc., Nasoya Foods USA, LLC ("Employers"). Employers jointly employed Employee and the Aggrieved Employees.

The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations, which we allege Employers engaged in with respect to Employee and potentially all of Employers' Aggrieved Employees.

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

Employee and the Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

Employers own and operate an industry, business, and establishment within the State of California and are, therefore, subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

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

Throughout Employee's employment, Employer failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Employee with legally compliant meal periods, failed to authorize and permit Employee to take rest periods, failed to reimburse for business expenses, failed to timely pay all final wages to Employee when Employer terminated Employee's employment, and failed to timely produce all the requested records. Employer's managers also engaged in systematic and a widespread altering of time records to hide violations of the Labor Code. As discussed below, Employee's experience working for Employer was typical and illustrative.

Mr. Becerra's Employment with Employers

Employers are food preparation and processing establishments with several locations in California. Employee was an hourly, non-exempt worker of Employers. Mr. Becerra worked for Employers as a Crew Leader from approximately August 2000 to July 2024. His primary job functions included supervision of kitchen members, control over food preparation process, repairing kitchen appliances, and packing food.

As part of his employment, Employee was regularly required to perform work after clocking out, including extensive work communications from his personal cell phone, and required not to clock any hours over 12 in a single day, though he often worked more. For example, for more than one year Employee worked on Saturdays, and often Sundays to prepare for external audits, to maintain machines in satisfactory condition (removing organics, cleaning and painting motors, fixing and cleaning leaks), to clean mold from walls. During Saturdays' work, Employee was forced to clock-out after his eighth hour of work and continue working overtime off-the-clock or else Employer's managers clocked him out "to transfer his hours to the next working day." Employer required Employee and his coworkers to sometimes work seven days a week and failed to pay them premiums for doing so. Due to understaffing and high workloads, Employee was also frequently deprived of an opportunity to take timely and compliant meal and rest breaks, which were frequently late, interrupted and/or missed entirely, and Employer failed to provide Employee and other Aggrieved Employees with the meal and rest break premiums required by the Labor Code every time their breaks were noncompliant. In fact, Employer engaged in an illegal practice of having managers enter inaccurate meal break information for employees, which employees were not even permitted to see, instead of allowing them to clock in and out for those breaks.

Employee and the Aggrieved Employees also incurred unreimbursed business expenses that included but were not limited to special tools to access certain machines every morning. These expenses were not reimbursed.

Employers further failed to pay full final wages timely by not paying all meal and rest break penalties due and not paying for all hours worked. Additionally, Employers' managers altered and/or falsified time-keeping records to avoid paying Employee and Aggrieved Employees penalties and/or all wages owed and to avoid paying premiums to employees for working seven consecutive days.

Additionally, Employer failed to timely produce timekeeping records.

These are just non-exhaustive examples of the facts and theories Employee asserts, which are described in more detail below.

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

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

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

Labor Code §§ 1194 and 1198 also provide that employee in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Employers failed to pay Employee and the Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time and overtime wages. Employers, at times, required Employee and the Aggrieved Employees, or some of them, to work "off-the-clock," uncompensated, by, for example, requiring Employee and the Aggrieved Employees to perform work during uncompensated meal periods and requiring Employee and the Aggrieved Employees to perform work before clocking in and/or after clocking out (doing paperwork, performing job duties), as well as working on Saturdays and Sundays to prepare Employers for external audits, to maintain machines in satisfactory condition (removing organics, cleaning and painting motors, fixing and cleaning their leaks), and to clean mold from walls. On Saturdays, Employee was forced to clock out after his eighth hour of work and continue working overtime off-the-clock or else Employer's managers clocked him out "to transfer his hours to the next working day". Employer required Employee and his coworkers to sometimes work seven days a week and failed to pay them premiums for doing so. Some of this unpaid work should have been paid at the overtime rate. California Labor Code § 510 requires that Employer compensate Employee 1.5 times their regular rate of pay when Employee work over eight hours per day, 40 hours per week, or when Employee work up to eight hours on any seventh day of a workweek. Employer failed to properly calculate Employee's regular rate of pay when paying overtime, by failing to include all compensation in Employee's overtime calculations. In failing to pay for all hours worked, Employer also failed to maintain accurate records of the hours Employee and the Aggrieved Employees, or some of them. Employer also altered, falsified, and manipulated the time records in order to pay them less, asking Employee, for example, to transfer overtime hours into the next working day.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time and overtime wages.

Failure to Provide Meal Periods

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

Despite these legal requirements, Employers, at times, failed to provide Employee and the Aggrieved Employees, or some of them, with their legally mandated timely, 30-minute, uninterrupted, and duty-free meal period in a manner required by law (also including, but not limited to, failing, at times, to provide Employee and the Aggrieved Employees, or some of them, an opportunity to leave the work premises for meal periods). Employer required Employee to work through lunch breaks and interrupted these breaks by work-related communications on radio. Moreover, Employer required Employee to remain on premises during lunch periods, when Employee was scheduled to work in the "blendage" room. Employer also continued to assert control over Employee and the Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Employee and the Aggrieved Employees, or some of them, permission to take a meal period under the conditions required by law, and without properly compensating Employee and the Aggrieved Employees, or some of them, for meal periods that were not provided as required by law. Employer also did not inform Employee of Employee's right to, nor permitted Employee to take, all of Employee's second meal periods when Employee worked at least ten hours of work in a workday and otherwise unlawfully pressured Employee to waive such breaks. Accordingly, Employer, at times, failed to provide meal periods to Employee and the Aggrieved Employees, or some of them, in compliance with California law.

Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Employers, however, at times, failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal periods that were not provided.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

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

Throughout the statutory period, Employers, at times, have failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take legally compliant rest periods in a manner required by law (and also including, but not limited to, failing, at times, to authorize and permit Employee and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest periods). Employers, at times, required Employee and the Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without Employers' authorizing and permitting Employee to take a 10-minute, uninterrupted, duty-free a rest period for every four hours of work (or major fraction of four hours), or without compensating Employee and the Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted.

Instead, Employers, at times, continued to assert control over Employee and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or, at times, by denying Employee and the Aggrieved Employees, or some of them, permission to take a rest period. Employers, at times, failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take rest periods in compliance with California law. Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Employers, however, at times, failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on Employers' failure, at times, to pay Employee and the Aggrieved Employees, or some of them, for all wages as discussed above, Employers also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employee all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, reporting time premium wages owed, and wages owed for overtime hours worked. However, at times, Employers failed and refused to pay the Employee all wages due, and failed to pay those wages twice a month, in that Employee was not paid all wages for all meal periods not provided by Employers, all wages for all rest periods not authorized and permitted by Employers, and all wages for all hours worked. As a result, Employers owe Employee the legally required wages for unpaid wages, and Employee and the Aggrieved Employees, or some of them, suffered damages in those amounts.

Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

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

Employers, however, at times, failed to maintain accurate records of hours worked and all meal periods taken or missed by Employee and the Aggrieved Employees, or some of them. Employers also altered, falsified, and manipulated these records.

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

Recordkeeping Requirement Violations

California Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by Employee and Aggrieved Employees. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, Employers, at times, failed, and continue, at times, to fail, to keep accurate and complete payroll records as required by law, including, but not limited to, the following records: total daily hours worked, applicable rates of pay, time records showing when Employee and other Aggrieved Employees began and ended each work period, and time records of meal periods.

Based on information and belief, Employers further failed at times, and continue, at times, to fail, to record the true start/end times of some of Employee's and Aggrieved Employees' shifts, of the amount of time worked outside of shifts and meal periods.

Employers' failure to keep "accurate and complete" payroll records for Employee and Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Employers to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employees (or some of them), results in a separate civil penalty.[1]

Refusal to Make Payment

Labor Code section 216 declares unlawful Employers' refusal to pay wages due and payable and/or denial of the validity of any claim to wages due.

Employers, at times, violated and continue, at times, to violate Labor Code section 216 by failing to pay Employee and Aggrieved Employees, or some of them, for all hours worked at the proper wage rate and by failing to pay Employee and Aggrieved Employees, or some of them, an additional hour of pay for each meal and/or rest period not provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155.

These violations subject Employers to civil penalties under Labor Code section 225.5. Each violation results in a separate civil penalty, for each Aggrieved Employees (or some of them) so affected, for each pay period (or some of them) during which the statute's provisions were violated.[2]

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[1] See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

[2] Labor Code § 225.5 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty…for each failure to pay each employee") (emphasis added).

Statutory Wage Violations

Labor Code section 223 makes it unlawful for employers to secretly pay wages lower than required by statute while purporting to pay legal wages.

As described above, Employers, at times, willfully and systematically denied Employee and other Aggrieved Employees, or some of them, minimum and overtime wage compensation for all hours worked which resulted in the payment of less than statutorily required wages owed to them. Employers, at times, acted with the intent to deprive some or all of them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled under California law.

Thus, Employers, at times, paid Employee and other Aggrieved Employees, or some of them, lower wages than those to which they were entitled, while purporting that Employee and all Aggrieved Employees were properly paid. As such, Employee and Aggrieved Employees, or some of them, are entitled to recover penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employee in direct discharge of their duties. Throughout the statute of limitations period applicable to this cause of action, Employers, at times, wrongfully required Employee and the Aggrieved Employees, or some of them, to pay expenses that they incurred in direct discharge of their duties for Employers. For Example, Employee had to buy special tools to access certain machines every morning. Employee and the Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for Employers, but Employers failed to indemnify Employee and the Aggrieved Employees, or some of them, for these employment-related expenses. These unreimbursed expenses include, without limitation, personal cell phones usage for work-related communications and applications necessary for the performance of their duties, supplies including wine openers and pens. Employees also had to launder their aprons, required for work, and sometimes had to wash them separate from other laundry to avoid staining or damaging the items.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Employee and the Aggrieved Employees, or some of them, for necessary business expenditures.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that, if employers discharge an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves their employment, their wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. Direct deposits of wages to an employee's bank, savings and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employers comply with the provisions of Labor Code § 213(d) relating to the payment of wages upon termination or quitting of employment.

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

Violation of Wage Theft Protection Act of 2011

Based on information and belief, Employers failed at times, and continue, at times, to fail, to comply with the notice requirements of Labor Code section 2810.5 (i.e., the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and Aggrieved Employees, or some of them, with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employers, the name of the Employers, including any "doing business as" names used, the name, address and telephone number of the workers' compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employers under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employers to pay Aggrieved Employees, or some of them, at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, Aggrieved Employees, or some of them, may collect from Employers in connection with these violations' civil penalties pursuant to Labor Code sections 558 and 2699. In addition, Employers, at times, failed to put Aggrieved Employees, or some of them, on notice of their paid sick leave rights, thereby failing, at times, to put their entitlement to sick leave in a Labor Code section 2810.5 notice.

Falsifying Records

During the relevant time period, Employers engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by not recording all hours worked, by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken and by transferring overtime hours to the next working day), and thereby failed to keep accurate records of work period and meal period start and end times for Employee and the Aggrieved Employees, in violation of section 1198.

Additionally, on information and belief, Employers' management required Employee and Aggrieved Employees to work off-the-clock after their recorded shifts were completed in its timekeeping system and would alter and/or falsify time records to make it look like compliant meal breaks were taken whereas they were not, among other things. These non-compliant meal breaks could have been recorded by Employers, but they refused to do so to avoid payment of meal break penalties to Employee and the Aggrieved Employees. Moreover, Employee and other Employees periodically worked for seven consecutive days, that was concealed by Employer's management. Thus, Employers failed to track the time employees spent working off the clock, and Employee and the Aggrieved Employees received no compensation for this time.

Due to Employers' practices of management altering and/or falsifying time records, Employee and the Aggrieved Employees were prevented from recording the entire time worked outside of their scheduled shifts, and thus were not paid for this time.

Violation of California Labor Code §§ 245-249

California Labor Code §§ 245–249, also known as the Healthy Workplaces, Healthy Families Act of 2014, establish paid sick leave requirements for most California employees. The law applies to all employees who have worked for a California employer for at least 30 days within one year of starting their job, regardless of whether they are exempt or non-exempt, full-time or part-time. Most recent amendments codified in part as Labor Code § 246(e)(4) now require employers to provide at least five days or 40 hours of paid sick leave to most employees each year, whichever is more. This requirement went into effect on January 1, 2024.

In violation of these laws, Employers, at times, failed to provide proper amount of paid sick leave to Employee and other Aggrieved Employees, or some of them. Employers either failed to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to Employee and other Aggrieved Employees, or some of them, including, but not limited to, by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work) and by failing, at times, to incorporate multiple rates of pay and/or all non-discretionary remuneration.

Based on information and belief, Employers further failed to provide notice of the correct sick leave amount balance available to Employee and other Aggrieved Employees, or some of them, on their wage statements or other written statement.

In addition, Employers, at times, failed to put Aggrieved Employees, or some of them, on notice of their paid sick leave rights, thereby failing, at times, to put their entitlement to sick leave in a Labor Code section 2810.5 notice. In addition, Employers, at times, failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the Aggrieved Employees, or some of them. But for this failure, Employee and other Aggrieved Employees, or some of them, would have used their paid sick leave at least prior to their respective separations. This illegal retention of paid sick leave is unlawful, and Employee seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Employee and the Aggrieved Employees, or some of them.

In violation of Labor Code section 247.5, Employers, at times, failed to maintain records documenting the hours worked and paid sick days accrued and used by Employee and Aggrieved Employees, or some of them, permitting the presumption that Employee and these Aggrieved Employees, or some of them, were entitled to the maximum number of hours accruable under this article.

Accordingly, Employee and other Aggrieved Employees, or some of them, are entitled to injunctive relief, attorneys' fees, declaratory relief, restitution, and penalties as permitted by law. Employee requests all relief pursuant to the aforementioned code provisions, including, but not limited to, Labor Code sections 233 and 234, which incorporates the paid sick leave requirements.

Failure to Produce Requested Employment Records

Labor Code § 226 provides that current and former Employees have the right to inspect or receive a copy of their payroll records pertaining to their employment, upon reasonable request to their Employers. Under this statute, Employers that receives a request to inspect or receive a copy of the payroll records pertaining to a current or former Employees must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request.

Labor Code § 1198.5(a) also provides that every current and former Employees, or his or his representative, has the right to inspect and receive a copy of the personnel records that the

Employers maintains relating to the Employees' performance or to any grievance concerning the Employees. Under this statute, upon written request from a current or former Employees or his or his representative, Employers must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former Employees, or his or his representative, not later than thirty (30) calendar days from the date the Employers receives the written request, subject to some limited exceptions.

In addition, Labor Code § 432 provides that if Employees or applicant signs any instrument relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument upon request.

On information and belief, Employee and the Aggrieved Employees, or some of them, submitted written request(s) to Employer for their timekeeping records but did not timely receive them as required by the Labor Code.

As a result, Employer is liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 226(f), 1198.5(k), and 2699 for failing to timely produce the requested records.

Action for Civil Penalties Under PAGA

In light of the above, Employee alleges that Employers violated the foregoing provisions of the Labor Code with respect to Employee and the Aggrieved Employees, or some of them:

Therefore, on behalf of potentially Aggrieved Employees, Employee seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

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

WILSHIRE LAW FIRM

m. desario

Molly DeSario, Esq.

Department of Industrial Relations
STATE OF CALIFORNIA

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-1056654-24
Plaintiff for PAGA Case: Juan Becerra
Filer/Attorney for PAGA Case: Molly Desario
Law Firm for PAGA Plaintiff: Wilshire
Employer: PULMUONE FOODS USA, INC.
Date Case Received:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: Santa Clara County Superior Court
PAGA Court Case Number: 24CV450003
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Court Complaint Submitted on 01/07/2025 05:07:19 PM by Molly DeSario	24.12.26 - Becerra v. Pulmuone Foods - FAC (Conformed).pdf	01/07/2025 05:07 PM	Court Complaint
PAGA Notice Submitted on 10/16/2024 04:20:13 PM by Molly Desario	24.10.16 -Becerra v. Pulmuone foods - PAGA Notice - FINAL.pdf	10/16/2024 04:20 PM	PAGA Notice

Exhibit 2

PAGA SETTLEMENT AGREEMENT AND RELEASE

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiffs Juan Becerra and Maria Camacho (collectively "Plaintiffs"), for themselves and on behalf of the State of California and all Private Attorneys General Act ("PAGA") Settlement Members, on the one hand, and Defendants Pulmuone Foods USA, Inc., Pulmuone U.S.A., Inc. and Nasoya Foods USA, LLC (collectively "Defendants"), on the other (Plaintiffs and Defendants collectively, the "Parties"), subject to the approval of the Court in accordance with California Labor Code section 2699(l)(2), that the Settlement of this Action shall be effectuated upon and subject to the following terms and conditions.

The Parties agree that the Actions (as defined in Section I below) shall be, upon approval by the Court, ended, settled, resolved, and concluded without any admission of fault or liability, as set forth in this Agreement and for the consideration set forth herein, including but not limited to a release of claims by Plaintiffs and the Aggrieved Employees as set forth herein.

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

(a) "Action" or "Actions" means Plaintiff Juan Becerra's PAGA lawsuit alleging wage and hour violations against Defendants captioned *Juan Becerra v. Pulmuone Foods USA, Inc., et al.*, initiated on October 21, 2024, and pending in the Superior Court of California, County of Santa Clara, Case No. 24CV450003 ("Becerra Action"); and Plaintiff Maria Camacho's PAGA lawsuit alleging wage and hour violations against Defendant captioned *Maria Camacho v. Pulmuone Foods USA, Inc.*, initiated on October 25, 2024, and pending in the Superior Court of California, County of Riverside, Case No. CVRI2406091 ("Camacho Action").

(b) "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

(c) "Aggrieved Employee" means Defendants' current and former hourly paid non-exempt employees who worked for Defendants in California from August 20, 2023 through the Approval Date, subject to the potential limitations as described in Section II(C)(c) below.

(d) "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's full name, last-known mailing address, Social Security number, number of Pay Periods, and dates of employment.

(e) "Aggrieved Employee Address Search" means the Administrator's investigation and search for Aggrieved Employee current mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National

Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.

(f) "Agreement" means this PAGA Settlement Agreement and Release.

(g) "Approval Date" means the date the Court grants approval of this Agreement by signing and filing the Final Order.

(h) "Court" means the Superior Court of California, County of Santa Clara.

(i) "Defendants" means the Pulmuone Foods USA, Inc., Pulmuone U.S.A., Inc., and Nasoya Foods USA, LLC, the defendants in these Actions.

(j) "Defense Counsel" means Brandon K. Kahoush and Jonathan G. Chang of Fisher & Phillips, LLP.

(k) "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Final Approval; and (b) the Judgment is final. The Judgment is final as of the day the Court enters the Final Order in the PAGA Action.

(l) "Final Approval" means the Court's order granting final approval of the PAGA Settlement.

(m) "Final Order" means the final Court order entered in the PAGA Action in accordance with the terms herein, the Court adopting and approving this Agreement (and the terms of Settlement described herein) under the specific terms requested, and the Court retaining jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the Settlement.

(n) "Gross Settlement Amount" means Three Hundred Twenty Thousand Dollars and Zero Cents ($320,000.00) which is the total amount to be jointly and severally paid by Defendants except as provided in Section II(C)(c) below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment.

(o) "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

(p) "Judgment" means the judgment entered by the Court based upon the Final Approval.

(q) "LWDA" means the California Labor and Workforce Development Agency.

(r) "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

(s) "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Administration Expenses Payment, and the PAGA Service Payments. The remainder is to be paid as PAGA Penalties, 35% to Aggrieved Employees as Individual PAGA Payments and 65% to the LWDA as the LWDA PAGA Payment.

(t) "Operative Complaint" means the Second Amended Complaint that Plaintiffs will file in the Becerra Action pursuant to the Parties' agreement that, prior to filing a Motion for Approval of this PAGA Settlement, Plaintiffs will file a Second Amended Complaint in the Becerra Action to: (1) add Plaintiff Maria Camacho as a second named plaintiff and (2) include any and all factual allegations and claims for civil penalties under PAGA that were asserted by either Plaintiff in the Becerra Action or the Camacho Action, to the extent such allegations and claims are not already contained in the Becerra Action.

(u) "PAGA" means the California Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, et seq.

(v) "PAGA Counsel" collectively means Roman Otkupman and Nidah Farishta of Otkupman Law Firm, ALC; and Tyler Woods, James Yoo, and Ruby Carrera of Wilshire Law Firm, PLC, the attorneys representing the Plaintiffs in the Actions.

(w) "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses respectively, incurred to prosecute the Actions.

(x) "PAGA Notices" means Plaintiff Maria Camacho's August 20, 2024 PAGA letter to Defendant Pulmuone Foods USA, Inc. and the LWDA (Case No. LWDA-CM-1046609-24) and Plaintiff Juan Becerra's October 16, 2024 PAGA letter to Defendant Pulmuone Foods USA, Inc. and the LWDA (Case No. LWDA-CM-1056654-24), which provided notice pursuant to Labor Code section 2699.3, subdivision (a).

(y) "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and 65% to the LWDA in settlement of PAGA claims.

(z) "PAGA Period" means the period from August 20, 2023, through the Approval Date, subject to the potential limitations as provided in Section II(C)(c) below.

(aa) "PAGA Service Payment" means the payment to each of the Plaintiffs for initiating the Actions, subject to Court approval, and providing services in support of the Actions on behalf of the Aggrieved Employees. The PAGA Service Payment is separate from, and in addition to, any Individual PAGA Payment or other consideration due to Plaintiffs under this Agreement.

(bb) "Pay Period" means any Pay Period during which an Aggrieved Employees worked for Defendant for at least one day during the PAGA Period, as determined by Defendants' records.

(cc) "Plaintiffs" means Juan Becerra and Maria Camacho, the named plaintiffs in the Action, both individually and in their capacities as representatives of the State of California on behalf of other aggrieved employees.

(dd) "Released PAGA Claims" means the claims being released by the Plaintiffs and PAGA Counsel as described in Section IV(A)-(B) below.

(ee) "Released Parties" means Defendants and each of their parents, subsidiaries, affiliates, insurers, predecessors, successors, and assigns, current and former agents, heirs, executors, administrators, principals, officers, directors, shareholders, employees, founders, members, insurers, attorneys, and all others claiming through or by any of them.

(ff) "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

(gg) "Settlement Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

II. APPROVAL AND IMPLEMENTATION OF SETTLEMENT

A. <u>Cooperation</u>

The Parties will cooperate in seeking approval of the Settlement described in this Agreement. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, including responding to challenges by any third parties, and shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement described in this Agreement.

B. <u>Court Approval</u>

Because this Action includes PAGA claims, this Agreement requires review and approval by the Court. *See* Cal. Lab. Code § 2699(l)(2). This Agreement is expressly contingent upon the Court's approval of this Settlement and the terms and material conditions of this Agreement (including, but not limited to, issuance of the Final Order in a form agreed to by the Parties and entry of the Final Order in accordance therewith). The Court's failure to approve this Settlement shall render the entire Agreement voidable and unenforceable as to the Parties, at the option of either Plaintiffs or Defendants. Each Party may exercise its option to void this Agreement as provided above by giving notice, in writing, to the other Party, and to the Court within fifteen (15) days after the Final Order denying approval of the Settlement has been received by the party seeking to void the Agreement.

As a condition precedent to the filing a Motion for Approval of PAGA Settlement, Plaintiffs will file a Second Amended Complaint in the Becerra Action to add Plaintiff Maria

Camacho as a second named plaintiff and include any and allegations and claims contained in the Camacho Action insofar as such allegations and claims are not already contained in the Becerra Action.

Once Plaintiffs have filed a Second Amended Complaint in the Becerra Action, Plaintiffs will file a Motion for Approval of PAGA Settlement and for an Order approving this Agreement. If the Court does not grant the request for approval and issue the Final Order, under the specific terms requested, the Parties agree to meet and confer to address the Court's concerns and determine whether resolution of the Action can be obtained in a manner consistent with the Court's concerns. Plaintiff Juan Becerra will dismiss his class claims without prejudice. Plaintiffs will dismiss the Action with prejudice after the court enters the Final Order.

Plaintiffs shall submit a copy of the Final Order in this Action and a copy of any other order providing for or denying an award of civil penalties to the LWDA (Case Nos. LWDA-CM-1046609-24 and LWDA-CM-1056654-24) within ten (10) days after entry of the Final Order, in compliance with section 2699(l)(3) of the California Labor Code.

C. <u>Gross Settlement Amount Payment Procedures</u>

(a) Gross Settlement Amount

In exchange for the releases, obligations, and promises set forth in this Agreement (and subject to the terms and conditions contained in this Agreement), Defendants jointly and severally agree to pay the Gross Settlement Amount of $320,000.00, which is the total and all-inclusive amount Defendants will be obligated to pay under the Settlement embodied by this Agreement, subject only to the potential pro-rata increase as described in Section II(C)(c) below. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

(1) <u>To Plaintiffs</u>: PAGA Counsel may apply to the Court for, and Defendants will not object to a request for, PAGA Service Payments for each of the Plaintiffs of not more than $5,000 ($10,000 total) in addition to any Individual PAGA Payment the Plaintiffs are entitled to receive as Aggrieved Employees. If the Court approves PAGA Service Payments less than the amount requested, the Settlement Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the PAGA Service Payment.

(2) <u>To PAGA Counsel</u>: PAGA Counsel may apply to the Court for, and Defendants will not object to a request for, a PAGA Counsel Fees Payment up to one third (1/3) of the Gross Settlement Amount (currently estimated at $106,666.67) for attorneys' fees and a PAGA Counsel Litigation Expenses Payment up to $15,000 for actual costs pursuant to PAGA, which

provides for the recovery of attorneys' fees and costs. Any modification of such application by the Court shall not (i) affect the enforceability of the Agreement, (ii) provide any of the Parties with the right to terminate the Agreement, or (iii) impose any obligation on Defendants to increase the consideration paid in connection with the Settlement. PAGA Counsel's entitlement to fees and costs is a material condition of this Settlement, but the PAGA Counsel Fees Payment awarded is not. If PAGA Counsel's requests for the PAGA Counsel Fees Payment or the PAGA Counsel Litigation Expenses Payment are not approved and/or reduced by the Court, any amount not approved and/or reduced by the Court, the Settlement Administrator will allocate the remainder to the Net Settlement Amount for distribution as PAGA Penalties.

(3) To the Settlement Administrator: An Administration Expenses Payment not to exceed Three Thousand Five Hundred Dollars ($3,500.00) except for a showing of good cause and as approved by the Court. If the administration expenses are less or the Court approves payment less than $3,500.00, the remainder will be distributed amongst the Aggrieved Employees pursuant to the allocation formula set forth in Section II(C)(a)(3). The Parties agree to retain Phoenix Settlement Administrators to serve as the Settlement Administrator in this matter.

(4) To the LWDA and Aggrieved Employees: The total sum available for payment of PAGA Penalties shall be calculated by deducting the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Settlement Administration Fees, and PAGA Service Payment from the Gross Settlement Amount, which will yield the Net Settlement Amount. From the Net Settlement Amount, sixty-five percent (65%) shall be distributed to the LWDA for the LWDA PAGA Payment and thirty-five percent (35%) shall be distributed to the Aggrieved Employees as Individual PAGA Payments.

i. The Settlement Administrator will calculate each Individual PAGA Payment as follows: (a) the Aggrieved Employees' 35% share of PAGA Penalties will be divided by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period ("Qualifying Pay Period Amount") and (b) each Aggrieved Employee will be paid an Individual PAGA Payment by multiplying the Qualifying Pay Period Amount by the Aggrieved Employee's total number of Pay Periods.

(b) Funding and Distribution Process

Defendants shall jointly and severally fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator within sixty (60) days of the Approval Date, unless extended by mutual agreement of the Parties or court order. The Gross Settlement Amount shall be held by the Settlement Administrator in a low-risk interest bearing account until distribution.

Within ten (10) business days of the date Defendants jointly and severally transmitted the Gross Settlement Amount, Defendants shall provide the Settlement Administrator with the Aggrieved Employee Data. This information is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the Aggrieved Employees. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Agreement.

Defendants will have five (5) business days from the date upon which the Settlement Administrator sends any requests for approvals regarding forms, calculations and timing to review and respond to any such inquiries. Failure to respond within the five (5) business days will constitute an approval of the issue. Within ten (10) business days of receiving the final Aggrieved Employee Data, the Settlement Administrator will disburse Individual PAGA Payments to each Aggrieved Employee, will disburse the PAGA Counsel Fees Payment, will disburse the PAGA Counsel Litigation Expenses, the PAGA Service Payments to Plaintiffs, and the LWDA PAGA Payment to the LWDA, in the amounts approved by the Court and otherwise calculated pursuant to the terms of this Agreement.

Prior to the disbursement to Aggrieved Employees, the Settlement Administrator must update the Aggrieved Employees' mailing addresses using the National Change of Address Database. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid, along with a letter explaining the reason for the payment, substantially in the form attached hereto as **Exhibit A**, the content of which will be submitted to the Court for approval. Such mailing as described in this paragraph shall be conclusive evidence of payment of the Individual PAGA Payments, and shall satisfy any and all due process requirements. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date.

The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within [7] days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after 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 Aggrieved Employee.

(c) Pro Rata Increase

The Gross Settlement Amount is based on the Defendants' representation that there are an estimated 180 Aggrieved Employees who worked approximately 7,136 pay periods between August 20, 2023, through July 29, 2025. This estimate serves as the basis for Plaintiffs accepting the Settlement. In the event the number of Pay Periods worked by the Aggrieved Employees during the PAGA Period increases by more than 10%, Defendants shall have the option of either: (i) increasing the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Pay Periods worked by the Aggrieved Employees above 10% (for example, if the number of Pay Periods increases by 11%, the GSA will increase by 1%), or (ii) shorten the release period to an earlier date at which only 7,136 pay periods plus an additional 10% are covered by the PAGA Period.

(d) No Additional Contribution by Defendants

Defendants' monetary obligation under this Agreement is limited to the Gross Settlement Amount (subject only to the potential pro-rata increase as described in Section II(C)(c) above). Defendants shall not be required to pay more than the Gross Settlement Amount to obtain the relief (including, but not limited to, the Settlement, releases of claims, issuance of the Final Order, and dismissal of all PAGA claims in the Actions with prejudice)) provided in this Agreement or to fully and finally settle and resolve the claims alleged in the Actions filed by Plaintiffs.

Notwithstanding the above, in the event that this Agreement is voided or nullified, in whole or in part, however that may occur, or the Settlement of the Actions are barred by operation of law, or invalidated, or ordered not to be carried out by a Court of competent jurisdiction, Defendants will cease to have any obligation to pay any portion of the Gross Settlement Amount to anyone under the terms of this Agreement.

(e) Tax Indemnity

The Individual PAGA Payments are penalties, shall be reported on an IRS Form 1099 (to the extent required by law), and will not be subject to local, state or federal tax withholdings. Each Aggrieved Employee will be responsible for paying all applicable state, local and federal income taxes on all amounts received pursuant to this Settlement, and the Released Parties shall not be held liable for any failure to do so.

III. LIMITATIONS ON USE OF THIS SETTLEMENT

A. No Admission of Liability or Representative Manageability for Other Purposes

This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants or Released Parties that any of the allegations in the Operative Complaint have merit or that Defendants or Released Parties have any liability for any claims asserted; the Defendants and Released Parties any such liability or wrongdoing. Nor is the Agreement or the resulting Settlement intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. Defendants and Released Parties dispute that Plaintiffs or any Aggrieved Employees are entitled to any additional wages other than those already paid and/or any penalties, dispute the allegations and each and every cause of action in the Actions, and dispute that the Actions may be maintained on a class or representative basis. The Parties agree that representative treatment is for purposes of this Agreement only. If for any reason the Court does not approve this Agreement, Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

B. Non-Evidentiary Use

Except for purposes of effectuating the Settlement pursuant to this Agreement and/or for Defendants (and/or a Released Party) to establish that a PAGA Settlement Member has resolved any of his/her claims released through this Agreement, and regardless of whether the Final Order occurs, neither this Agreement nor any of its terms (including, but not limited to, the payment of the Gross Settlement Amount) nor the Settlement itself will be construed as, offered, or admitted in evidence as, received as, or deemed to be evidence, in any further proceeding in the PAGA Actions, or any other civil, criminal, and/or administrative action or proceeding, for any purpose adverse to Defendants or any of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by Defendants or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage.

C. Nullification

If (a) the Court should for any reason fail to approve this Settlement consistent with the specific terms agreed to by the Parties and set forth herein, (b) the Court should for any reason fail to enter the Final Order, or (c) the Final Order is reversed, modified, or declared or rendered void, then this Agreement shall be deemed voidable and unenforceable as to Plaintiffs and Defendants, at the option of any Party. Each party may exercise its option to void this Settlement as provided above by giving notice, in writing, to the other, and to the Court within fifteen (15) days after the Final Order granting approval of the Settlement or a Final Order denying approval of the Settlement has been received by the party seeking to void the Settlement.

Where any Party has exercised its option to void this Settlement, (i) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (ii) all Parties to this Agreement and the pleadings in this Action shall stand in the same position they were the day prior to July 29, 2025, in the Actions, without prejudice to either Party; and (iii) Defendants will not have any obligation to pay any portion of the Gross Settlement Amount to anyone under the terms of this Agreement.

IV. RELEASE AND WAIVER OF CLAIMS

A. Claims Released by the LWDA and All Aggrieved Employees

Upon the Effective Date, the LWDA, all Aggrieved Employees, and the State of California shall be deemed to have fully, finally, and forever waived, released, relinquished, and discharged 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, including, demands, liabilities, damages, attorneys' fees, costs and penalties that can be recovered under the facts asserted in the PAGA Notices and the Operative Complaint. Aggrieved Employees will not be provided the opportunity to opt out of this release. It is understood and agreed that this Agreement neither releases the Released Parties from liability, if any, to Aggrieved Employees for violations of any predicate statutes other than PAGA, nor constitutes a waiver of claims by Aggrieved Employees against the Released Parties for any individual non-PAGA wage and hour claims.

B. Claims Released by Plaintiffs

In addition, effective on the date when Defendants fully fund the Gross Settlement Amount, Plaintiffs fully, finally, and forever waive, release, relinquish, and discharge the Released Parties of all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any Defendants. With respect to those claims released by Plaintiffs in their individual capacities, Plaintiffs acknowledge and waive any and all rights and benefits available under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs understand and agree that claims or facts in addition to or different from those which are now known or believed by them to exist may hereafter be discovered. It is Plaintiffs' intention to settle fully and release all claims they may now have against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiffs shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

C. No Additional Attorneys' Fees or Costs

The Parties agree to bear its/their own attorneys' fees and costs related to the Actions, except as provided in this Agreement.

V. AMENDED COMPLAINT

PAGA Counsel will amend the Complaint in *Becerra v. Pulmuone Foods USA, Inc. et al.* matter (Santa Clara County Superior Court Case No. 24CV450003) (the "Becerra Action") to add Maria Camacho as a plaintiff and add all allegations and claims contained in the *Maria Camacho v. Pulmuone Foods USA, Inc. et al.* matter (Riverside County Superior Court Case No. CVRI2406091) (the "Camacho Action") to the extent such allegations and claims are not contained in the Becerra Action. Plaintiff Juan Becerra and Defendants will file a stipulation requesting that Plaintiff Juan Becerra be granted leave to amend to file a Second Amended Complaint within fifteen (15) court days of Plaintiffs executing their individual settlement agreements with Defendants. Within twenty (20) court days after the Second Amended Complaint is filed, Plaintiffs shall file a Motion for Approval of PAGA Settlement.

VI. DISMISSAL

Plaintiffs agree on behalf of themselves, and as private attorney generals acting on behalf of the State of California, and all other Aggrieved Employees, to release the Released Parties from those claims alleged in the forthcoming Second Amended Complaint as well as all claims that could have been pled arising out of the same operative facts within twenty (20) court days of the Final Order pursuant to Labor Code § 2699(s).

VII. MISCELLANEOUS PROVISIONS

A. Confidentiality

The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiries, or have any communication with the press about the fact, amount, or terms of this Agreement. In addition, the Parties and their counsel agree that they will not engage in any advertising or distribute any marketing materials relating to the Settlement of this case in any manner that identifies Defendants, including but not limited to any postings on any websites maintained by PAGA Counsel. Plaintiffs and PAGA Counsel shall not discuss the terms or the fact of the Settlement with third parties other than (1) their immediate family members, (2) their respective accountants or lawyers as necessary for tax purposes; or (3) other Aggrieved Employees.

B. PAGA Notice

The LWDA will be given notice of this Settlement pursuant to the 2016 amendments to the PAGA. Cal. Lab. Code § 2699(l)(2). Plaintiffs will serve a copy of the Settlement to the LWDA on the same day the Settlement is filed with the Court.

Additionally, a copy of the Court's Final Order will be submitted to the LWDA within ten (10) days after entry of the Final Order, pursuant to California Labor Code § 2699(1)(3).

C. Voluntariness

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

D. Attorney Authorization

PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement. The terms and provision of this Agreement may be amended or modified only by an express written agreement that is singed by the Plaintiffs and an authorized representative of Defendants.

E. No Prior Assignments

The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement. The Parties further agree that none of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, PAGA Settlement Member, the State of California, Plaintiffs' Counsel, or Defense Counsel without the express written consent of each Party.

F. Governing Law

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

G. Entire Agreement

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the subject matter hereof, including, without limitation, the Memorandum of Understanding executed by the Parties.

H. Waiver of Compliance

A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

I. Counterparts

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or its/their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. A fax or PDF signature on this Agreement shall be as valid as an original signature.

J. Meet and Confer Regarding Dispute(s)

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, PAGA Counsel and Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

K. Agreement Binding on Successors

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

L. Cooperation in Drafting

The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.

M. Fair Settlement

Plaintiffs, Defendants, PAGA Counsel, and Defense Counsel believe that this Agreement reflects a fair, reasonable, and adequate settlement of collectively the Actions and have arrived at this Agreement through arms' length negotiation, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

N. Headings

The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement and shall not be considered in interpreting this Agreement.

O. Calendar Days

Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such a date or deadline shall be on the first business day thereafter.

P. Continuing Jurisdiction

The Parties agree that upon the occurrence of the Final Order pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and the Aggrieved Employees to the fullest extent to interpret, enforce and effectuate the terms, conditions, intents and obligations of the Agreement.

Q. No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Agreement.

R. Enforcement Action

In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED.

Dated: 2/1/2026

Signed by:
2DC0E2E0D884476...
JUAN BECERRA
Plaintiff

Dated: 04 / 15 / 2026

Maria Camacho
MARIA CAMACHO
Plaintiff

Dated: 3/24/2026

PULMUONE FOODS USA, INC.

By:
Name: Ki-Isu Cho
Title: CEO

Dated: 3/24/2026

PULMUONE U.S.A., INC.

By:
Name: Ki-Isu Cho
Title: CEO

Dated: 3/24/2026

NASOYA FOODS USA, LLC

By: ______________________

Name: Kilsu Cho

Title: CEO

APPROVED BY COUNSEL AS TO FORM:

Dated: 04 / 15 / 2026

OTKUPMAN LAW FIRM, ALC

By: ______________________

Roman Otkupman
Attorneys for Plaintiff Maria Camacho

Dated: February 2, 2026

WILSHIRE LAW FIRM, PLC

By: Tyler J. Woods

Tyler Woods
Attorneys for Plaintiff

Dated: April 7, 2026

FISHER & PHILLIPS LLP

By: Brandon K. Kahoush

Brandon K. Kahoush
Attorneys for Defendants

Exhibit A

NOTICE OF SETTLEMENT OF PAGA REPRESENTATIVE ACTION

Juan Becerra and Maria Camacho v. Pulmuone Foods USA, Inc., et al.
Superior Court for the State of California, County of Santa Clara Case No. 24CV450003

Aggrieved Employee
Address
Address

You are receiving this notice(this "Notice") in connection with a Court-approved settlement (the "Settlement") in the lawsuit entitled ***Juan Becerra and Maria Camacho v. Pulmuone Foods USA, Inc., et al.*** filed in the Santa Clara County Superior Court for the State of California, Case No. 24CV450003 (the "Action"), brought on a representative basis under the Labor Code Private Attorneys General Act of 2004, codified at California Labor Code section 2698, *et seq*. ("PAGA"). The Plaintiffs in the lawsuit are Juan Becerra and Maria Camacho ("Plaintiff"), and the Defendants are Pulmuone Foods USA, Inc., Pulmuone U.S.A, Inc., and Nasoya Foods USA, LLC ("Defendants"). The Settlement provides for recovery of civil penalties for alleged violations of the California Labor Code on behalf of Defendants' current and former hourly paid non-exempt employees who worked for Defendants in California during the PAGA Period ("Aggrieved Employees"). The PAGA Period is the period from August 20, 2023, through [INSERT APPROVAL DATE] (the "PAGA Period"). The PAGA statute provides that 65% of any recovery pursuant to the Settlement be paid to the State of California and 35% of any recovery be paid to the Aggrieved Employees (the "Individual PAGA Payments").

Defendants deny all claims and allegations in the Action, denies that they owe any penalties, and assert that they have fully complied with all applicable Labor Code provisions. Nevertheless, to avoid further costs and time in defending the Action, Defendants have settled the Action. By settling the Action, Defendants are not admitting that they have done anything wrong.

The Settlement resolves all legal claims and factual or legal theories/allegations that are alleged in the operative complaint and LWDA Letter at the time of the motion for approval of this Settlement. All Aggrieved Employees will release the Released Parties from all claims against the Released Parties for civil penalties alleged or which could have been alleged based on the facts alleged in the operative complaint and LWDA letter, which arose during the PAGA Period.

The "Released Parties" means Defendants and each of their parents, subsidiaries, affiliates, insurers, predecessors, successors, and assigns, current and former agents, heirs, executors, administrators, principals, officers, directors, shareholders, employees, founders, members, insurers, attorneys, and all others claiming through or by any of them.

By an Order dated [INSERT DATE], the Santa Clara County Superior Court approved the Settlement. By approving the Settlement, the Court did not decide in favor of either Plaintiff or Defendant.

According to Defendant's records, you are an Aggrieved Employee and are therefore entitled to a share of the Settlement based upon the Court-approved allocation. Enclosed with this Notice is your check for your share. The Settlement check shall remain valid for one hundred eighty (180) days from the date of mailing (the "Void Date"). Thereafter, all uncashed checks shall be canceled, and the Phoenix Settlement Administrators, Inc. (the "Administrator") shall transmit the funds represented by any such uncashed checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

Please Note: The Administrator will report the Individual PAGA Payments on IRS Forms 1099. You should rely on your own tax advisors as to the tax consequences of your settlement payment. Neither Plaintiff nor Defendant have made any representations or warranties regarding the taxation of your settlement payment. Nothing in this Notice or any other communication shall constitute or be construed or relied upon as tax advice.

PLEASE DO NOT CALL OR WRITE THE COURT OR OFFICE OF THE CLERK TO ASK QUESTIONS ABOUT THE SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU MAY CALL OR WRITE TO THE SETTLEMENT ADMINISTRATOR AT:

PHOENIX SETTLEMENT ADMINISTRATORS, INC.
[ADDRESS]
[ADDRESS]
[ADDRESS]

Exhibit 3

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) - Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : * 1056654-24

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXXX-XX".
Search for PAGA Case number

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name * Alan

Your Last Name * Wilcox

Your Email Address * AlanWilcoxTeam@wilshire

Your Street Name, Number and Suite/Apt * 660 S. Figueroa St., Sky Lc

Your Mobile Phone Number 213-342-5498

Your City * Los Angeles

Your Work Phone Number

Your State * California

Your Zip/Postal Code * 90017

Court and Hearing Information

Court *

Santa Clara County Superior Court

Court Case Number *

24CV450003

Hearing Date *

01/14/2027

Hearing Time *

01:30

HH:MM

Hearing Location *

191 North First Street San

Number of aggrieved employees *

180

Net Amount to Aggrieved Employees *

65111.89

Gross settlement amount *

320000.00

Gross penalty *

186033.96

Penalties to LWDA *

120922.07

Date of proposed settlement *

01/14/2027

Other PAGA Notices

Search for PAGA Case number

☑ I have searched LWDA's database for other PAGA claims filed against the employer(s) named in my NEW PAGA Claim Notice.

◉ There are no other PAGA claims which may be affected by this proposed settlement.

○ The proposed settlement may affect other PAGA claims.

☐ A Notice of Related Cases has been filed in all related actions.

☐ Plaintiff has provided copies of proposed settlement and moving papers to plaintiffs with claims that are affected by this proposed settlement agreement.

☐ Plaintiff has submitted to LWDA the court complaint(s) on which this settlement is based.

Proposed Settlement and Other Documents

Proposed Settlement (must be .pdf or .xlsx) *

Choose File Camacho – P...Signed) (1).pdf

Other Attachment (if any, must be .pdf or .xlsx)

Choose File No file chosen

Add Another Attachment

LWDA requests that settling parties provide copies of supporting documents, including memorandum of points and authorities and declaration of counsel filed with the court, to assist LWDA in evaluating proposed settlement agreements.

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☑ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

Previous Page Submit

Outlook

Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>
Date Wed 6/10/2026 11:52 AM
To Alan Wilcox's Team <AlanWilcoxTeam@wilshirelawfirm.com>

06/10/2026 11:52:00 AM

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

Item submitted: Proposed Settlement

On 06/10/2026 11:52:00 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1056654-24

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cpablo.villalobos%40wilshirelawfirm.com%7C850edc0ac0944d7e021308dec72164eb%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639167143405037389%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=2wXIp9KrIeDFCs%2BwJVag4jK3ymt98wlw67no27XtwJQ%3D&reserved=0

Exhibit 4

Wilshire Law Firm, PLC

Transaction Detail by Account

All Transactions

4/21/2025

Accrual Basis

Type	Date	Num	Memo	Description	Amount	Balance
COS						
Mediation Fees						
	12/12/2024	649390	Mediation Fee - Judicate West	Mediation Fee -50%	$7,500.00	$7,500.00
Total MEDIATION FEES					$7,500.00	$7,500.00
Consultant Fees						
	8/7/2025	15724	Consultant Fee - Berger Consulting Group LLC	8.30 hours of work	$3,735.00	$3,735.00
Total CONSULTANT FEES					$3,735.00	$3,735.00
Filing Fees						
	10/21/2024		Filing Fee - Department of Industrial Relations		$75.00	$75.00
	10/23/2024	23978214	Filing Fee - One Legal LLC	Court Filing - Comp,CCCS,Sum	$1,504.09	$1,579.09
	12/20/2024	24370634	Filing Fee - One Legal LLC	Court Filing - Compl,CCCS,Sum	$23.49	$1,602.58
	12/27/2024	24393443	Filing Fee - One Legal LLC	Court Filing - Amended Compl	$23.49	$1,626.07
	01/27/2025	24585222	Filing Fee - One Legal LLC	Court Filing - Stip & Ord	$17.50	$1,643.57
	9/1/2025	26196423	Filing Fee - One Legal LLC	Court Filing-CMS	$25.75	$1,669.32
	12/22/2025	27060398	Filing Fee - One Legal LLC	Court Filing-Dismissal,Declar,Prop Ord	$26.85	$1,696.17
	FUTURE		Filing Fee - One Legal LLC		$150.00	$1,846.17
Total FILING FEES					$1,846.17	$1,846.17
Other Costs						
	8/28/2024	E-3236035	Docusign Envelope		$1.89	$1.89
Total OTHER COSTS					$1.89	$1.89
TOTAL					**$13,083.06**	**$13,083.06**

Exhibit 5

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Aggrieved Members	180
Opt Out Rate	N/A
Opt Outs Received	
Total Aggrieved Claimants	180
Subtotal Admin Only	**$3,500.00**

Not-to-Exceed Total $3,500.00

For 180 Aggrieved Members

Pricing Good for Scope of Estimate Only

December 18, 2025

Case: Pulmuone Foods USA, Inc. (Becerra) PAGA Administration wTranslation

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Party: Coley Hayes
Firm: Wilshire Law Firm, PLC
Direct Tel: (213) 381-9988 Ext. 815
Email: coley.hayes@wilshirelawfirm.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on **180** Agreevied Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	$125.00	1	$125.00
Programming Database & Setup	$125.00	1	$125.00
Toll Free Setup*	$54.99	1	$54.99
Call Center & Long Distance	$1.95	26	$50.70
NCOA (USPS)	$50.00	1	$50.00
Language Translation	$250.00	1	$250.00
		Total	**$655.69**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	$125.00	2	$250.00
Data Merge & Duplication Scrub	$0.35	180	$63.00
Notice and Check Packet	$1.25	180	$225.00
Estimated Postage (up to 1 oz.)*	$0.74	180	$133.20
		Total	**$671.20**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$50.00	2	$100.00
Skip Tracing Undeliverables	$0.65	9	$5.85
Remail Notice Packets	$0.90	9	$8.10
Estimated Postage	$0.74	9	$6.66
Programming Undeliverables	$50.00	2	$100.00
		Total	**$220.61**

Database Programming			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$125.00	1	$125.00
Case Manager	$85.00	1	$85.00
		Total	**$210.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$125.00	1	$125.00
Disbursement Review	$125.00	1	$125.00
Programming Manager	$95.00	1	$95.00
QSF Bank Account & EIN	$125.00	1	$125.00
Check Run Setup & Printing	$125.00	1	$125.00
		Total	**$595.00**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$125.00	1	$125.00
Remail Undeliverable Checks (Postage Included)	$1.25	18	$22.50
Case Associate	$55.00	1	$55.00
Reconcile Uncashed Checks	$85.00	2	$170.00
Conclusion Reports	$125.00	1	$125.00
Case Manager Conclusion	$75.00	2	$150.00
Final Reporting & Declarations	$125.00	1	$125.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	$375.00	1	$375.00
		Total	**$1,147.50**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Estimate Total:	**$3,500.00**

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

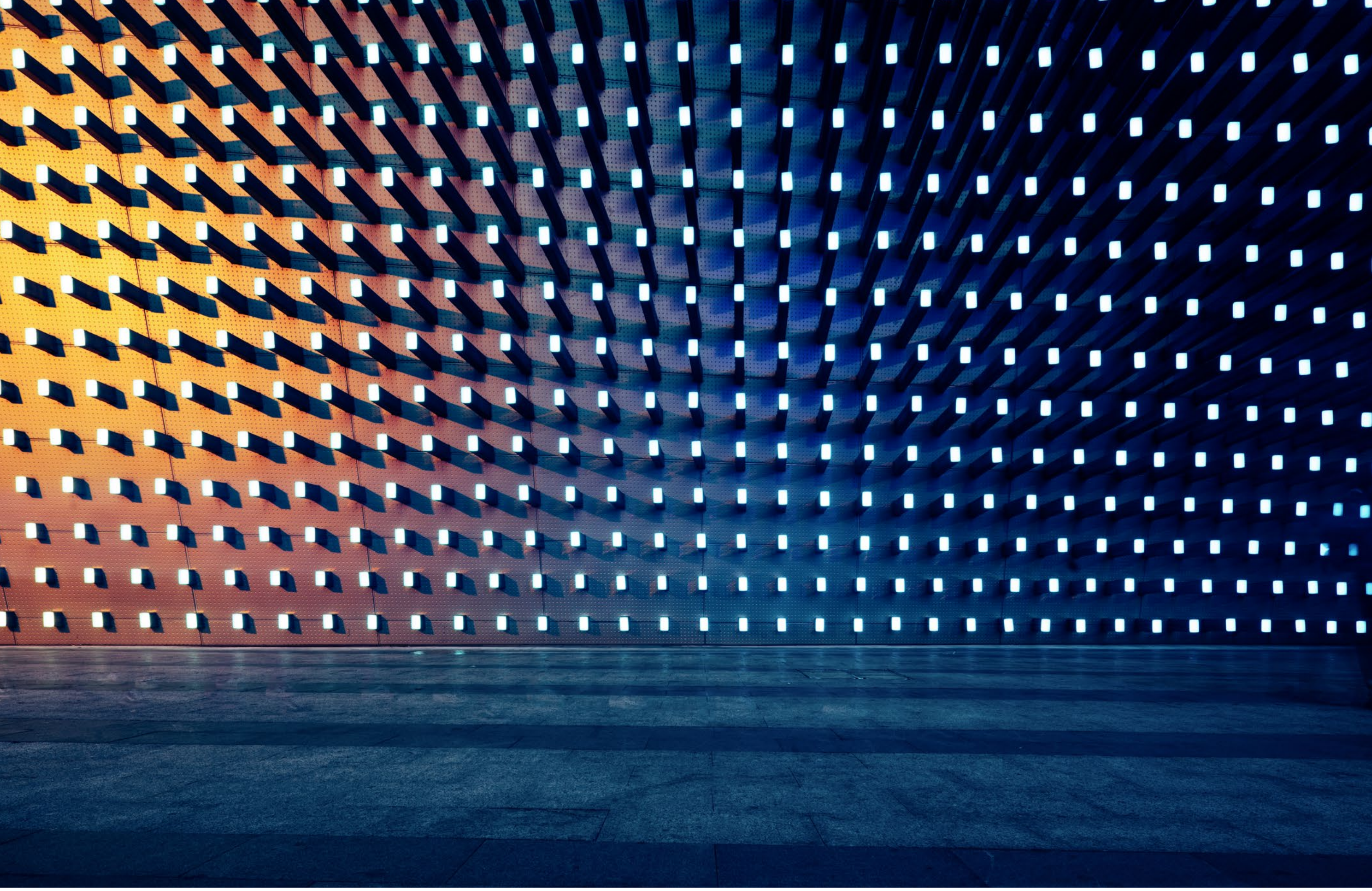
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

Exhibit 6



ELM Solutions

2022 Real Rate Report®

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

Wolters Kluwer

Table of Contents - 2022 Real Rate Report

Report Use Considerations

2022 Real Rate Report

- 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 the report derive 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.

Clients 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.

Some key factors[1] that drive rates[2]:

Attorney location - Lawyers in urban and major metropolitan areas tend to charge more when compared with lawyers in rural areas or small towns.

Litigation complexity - The cost of representation will be higher if the case is particularly complex or time-consuming; for example, if there are a large number of documents to review, many witnesses to depose, and numerous procedural steps, the case is likely to cost more (regardless of other factors like the lawyer's level of experience).

Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural issues.

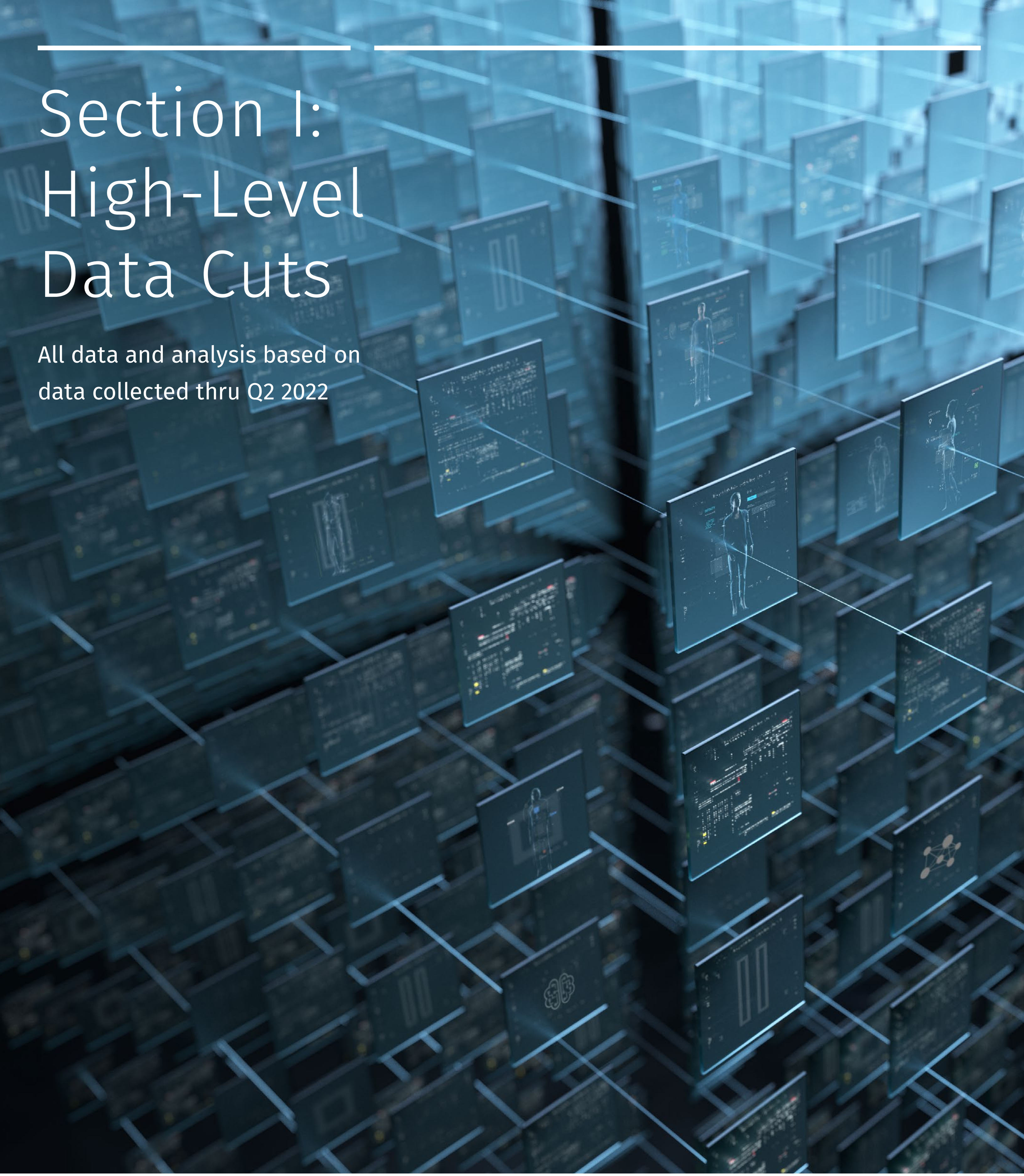
Overhead - The costs associated with the firm's support network (paralegals, clerks, and assistants), document preparation, consultants, research, and other expenses.

Firm size – The rates can increase if the firm is large and has various timekeeper roles at the firm. For example, the cost to work with an associate or partner at a larger firm will be higher compared to a firm that has one to two associates and a paralegal.

1 **David Goguen, J.D., University of San Francisco School of Law (2020) Guide to Legal Services Billing Retrieved from:** https://www.lawyers.com/legal-info/research/guide-to-legal-services-billing-rates.html
2 **Source: 2018 RRR.** Factor order validated in multiple analyses since 2010

Section I: High-Level Data Cuts

All data and analysis based on data collected thru Q2 2022



Section I: High-Level Data Cuts

Cities
By Matter Type

2022 - Real Rates for Associate and Partner | **Trend Analysis - Mean**

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Jackson MS	Litigation	Associate	56	$55	$225	$250	$178	$203	$175
	Non-Litigation	Partner	24	$315	$420	$485	$418	$394	$375
		Associate	25	$55	$126	$255	$155	$125	$259
Kansas City MO	Litigation	Partner	74	$413	$450	$556	$472	$450	$450
		Associate	50	$252	$329	$385	$319	$316	$305
	Non-Litigation	Partner	101	$411	$487	$615	$519	$487	$464
		Associate	73	$250	$320	$385	$322	$312	$285
Las Vegas NV	Non-Litigation	Partner	20	$350	$425	$525	$440	$422	$432
		Associate	11	$238	$267	$368	$301	$297	$282
Little Rock AR	Non-Litigation	Partner	11	$215	$215	$308	$264	$256	$298
Los Angeles CA	Litigation	Partner	322	$516	$725	$1,045	$799	$739	$702
		Associate	408	$400	$615	$855	$642	$606	$564
	Non-Litigation	Partner	521	$596	$868	$1,201	$903	$902	$858
		Associate	667	$441	$603	$845	$653	$712	$648

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner — **Trend Analysis - Mean**

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Minneapolis MN	Non-Litigation	Associate	83	$340	$421	$528	$425	$408	$384
Nashville TN	Litigation	Partner	24	$275	$320	$456	$363	$378	$403
	Non-Litigation	Partner	78	$412	$484	$576	$505	$481	$470
		Associate	59	$270	$330	$384	$340	$315	$285
New Orleans LA	Litigation	Partner	47	$290	$332	$412	$343	$330	$340
		Associate	42	$231	$243	$340	$278	$290	$275
	Non-Litigation	Partner	32	$295	$347	$405	$419	$380	$391
		Associate	21	$244	$250	$278	$273	$303	$258
New York NY	Litigation	Partner	614	$475	$675	$1,088	$808	$784	$746
		Associate	631	$323	$460	$729	$545	$527	$509
	Non-Litigation	Partner	1,376	$765	$1,235	$1,638	$1,189	$1,139	$1,090
		Associate	1,809	$550	$776	$1,050	$796	$766	$716
Oklahoma City OK	Non-Litigation	Partner	14	$235	$338	$393	$337	$319	$311
Omaha NE	Litigation	Partner	12	$293	$339	$353	$329	$338	$341

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner | **Trend Analysis - Mean**

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Rochester NY	Non-Litigation	Partner	12	$270	$360	$488	$386	$341	$446
		Associate	13	$220	$310	$375	$314	$278	$287
Sacramento CA	Non-Litigation	Partner	11	$381	$437	$682	$534	$559	$516
Salt Lake City UT	Litigation	Partner	14	$246	$353	$468	$363	$333	$379
	Non-Litigation	Partner	42	$297	$371	$447	$391	$363	$353
		Associate	22	$220	$240	$270	$248	$247	$228
San Diego CA	Litigation	Associate	23	$151	$225	$300	$255	$258	$264
	Non-Litigation	Partner	89	$332	$540	$1,066	$699	$667	$649
		Associate	71	$250	$325	$424	$373	$378	$351
San Francisco CA	Litigation	Partner	143	$423	$675	$995	$742	$711	$691
		Associate	98	$325	$430	$731	$525	$517	$470
	Non-Litigation	Partner	221	$475	$750	$950	$758	$746	$741
		Associate	151	$338	$486	$702	$545	$563	$507
San Jose CA	Litigation	Partner	33	$654	$921	$1,133	$916	$907	$864

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner | **Trend Analysis - Mean**

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
San Jose CA	Litigation	Associate	22	$461	$580	$745	$608	$593	$498
	Non-Litigation	Partner	50	$660	$864	$1,303	$969	$985	$887
		Associate	46	$380	$460	$775	$616	$639	$567
Seattle WA	Litigation	Partner	76	$497	$655	$760	$635	$567	$510
		Associate	61	$394	$468	$530	$447	$453	$395
	Non-Litigation	Partner	148	$410	$526	$760	$571	$547	$547
		Associate	113	$310	$395	$502	$422	$401	$377
St. Louis MO	Litigation	Partner	46	$260	$350	$435	$376	$373	$388
		Associate	17	$197	$225	$250	$228	$237	$232
	Non-Litigation	Partner	57	$352	$419	$540	$451	$446	$473
Tampa FL	Litigation	Partner	31	$369	$508	$595	$490	$467	$452
		Associate	15	$269	$298	$368	$316	$302	$306
Trenton NJ	Non-Litigation	Partner	21	$408	$600	$700	$569	$620	$581
		Associate	12	$480	$495	$500	$448	$376	$387

Section I: High-Level Data Cuts

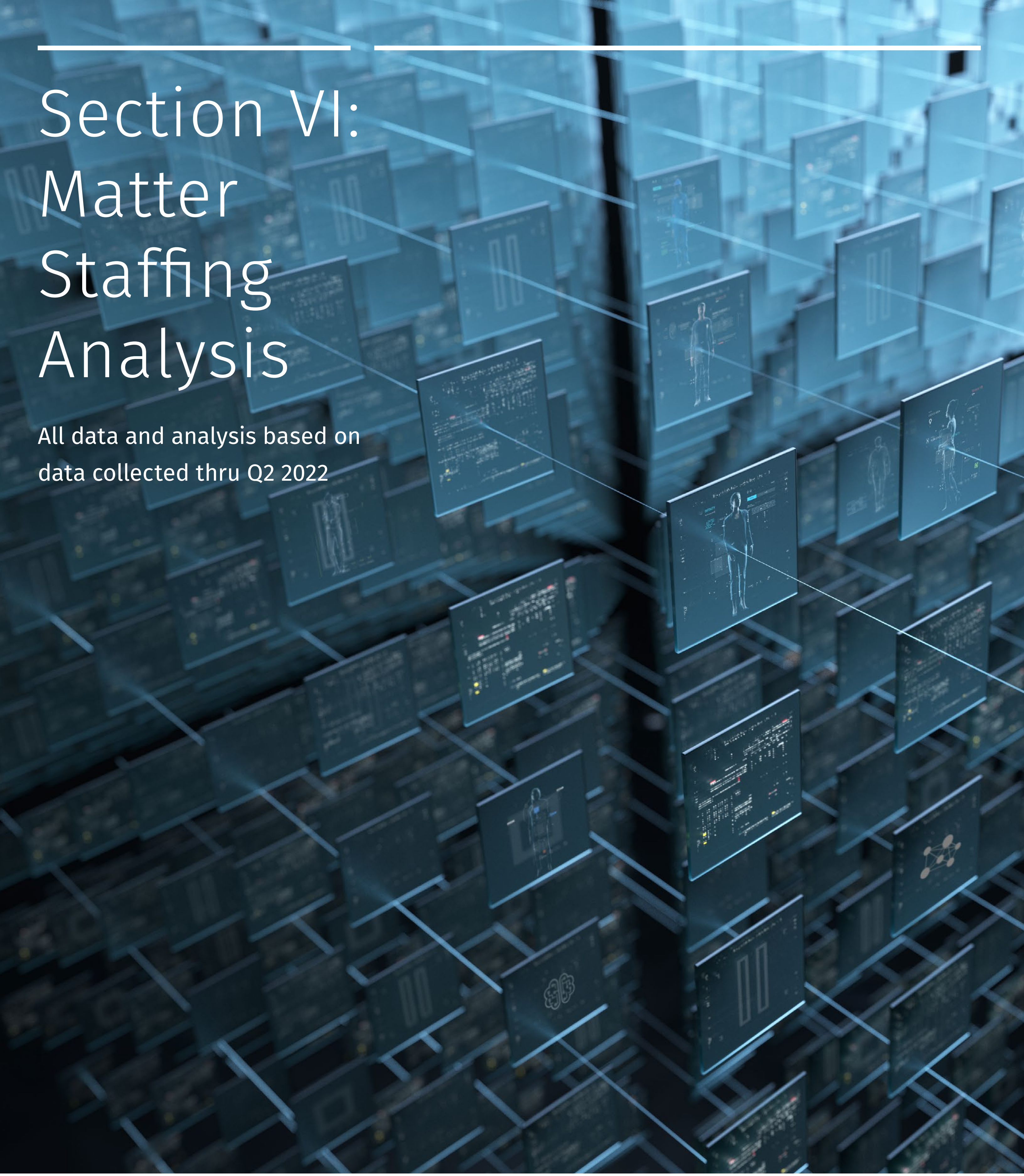
Cities
By Years of Experience

2022 - Real Rates for Associate | **Trend Analysis - Mean**

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	3 to Fewer Than 7 Years	15	$270	$325	$360	$318	$295	$283
	7 or More Years	28	$292	$334	$391	$333	$312	$302
Los Angeles CA	Fewer Than 3 Years	63	$429	$595	$654	$556	$524	$488
	3 to Fewer Than 7 Years	144	$486	$688	$838	$662	$626	$530
	7 or More Years	171	$351	$550	$840	$600	$634	$586
Miami FL	3 to Fewer Than 7 Years	19	$300	$360	$457	$380	$331	$313
	7 or More Years	36	$295	$450	$595	$460	$433	$385
Minneapolis MN	Fewer Than 3 Years	11	$374	$405	$446	$408		$230
	3 to Fewer Than 7 Years	27	$340	$451	$510	$421	$358	$356
	7 or More Years	27	$423	$468	$585	$478	$438	$392
Nashville TN	7 or More Years	12	$219	$245	$345	$282	$266	$262
New Orleans LA	3 to Fewer Than 7 Years	12	$232	$243	$265	$261	$242	$245
	7 or More Years	18	$243	$312	$343	$306	$318	$294
New York NY	Fewer Than 3 Years	142	$443	$622	$775	$629	$600	$652

2022 - Real Rates for Partner | **Trend Analysis - Mean**

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	Fewer Than 21 Years	46	$400	$450	$537	$473	$411	$397
	21 or More Years	68	$440	$553	$658	$539	$497	$491
Las Vegas NV	Fewer Than 21 Years	12	$284	$381	$495	$389	$349	$343
	21 or More Years	13	$350	$425	$515	$468	$456	$472
Los Angeles CA	Fewer Than 21 Years	183	$533	$801	$1,075	$804	$797	$682
	21 or More Years	333	$550	$765	$1,133	$863	$842	$808
Memphis TN	Fewer Than 21 Years	14	$288	$331	$380	$345	$317	$328
	21 or More Years	15	$355	$415	$425	$394	$382	$375
Miami FL	Fewer Than 21 Years	57	$370	$450	$598	$490	$498	$443
	21 or More Years	104	$388	$581	$749	$584	$580	$536
Milwaukee WI	21 or More Years	16	$302	$454	$613	$589	$515	$530
Minneapolis MN	Fewer Than 21 Years	36	$470	$530	$607	$532	$486	$499
	21 or More Years	84	$507	$675	$796	$656	$620	$589
Nashville TN	Fewer Than 21 Years	28	$375	$405	$535	$449	$405	$397



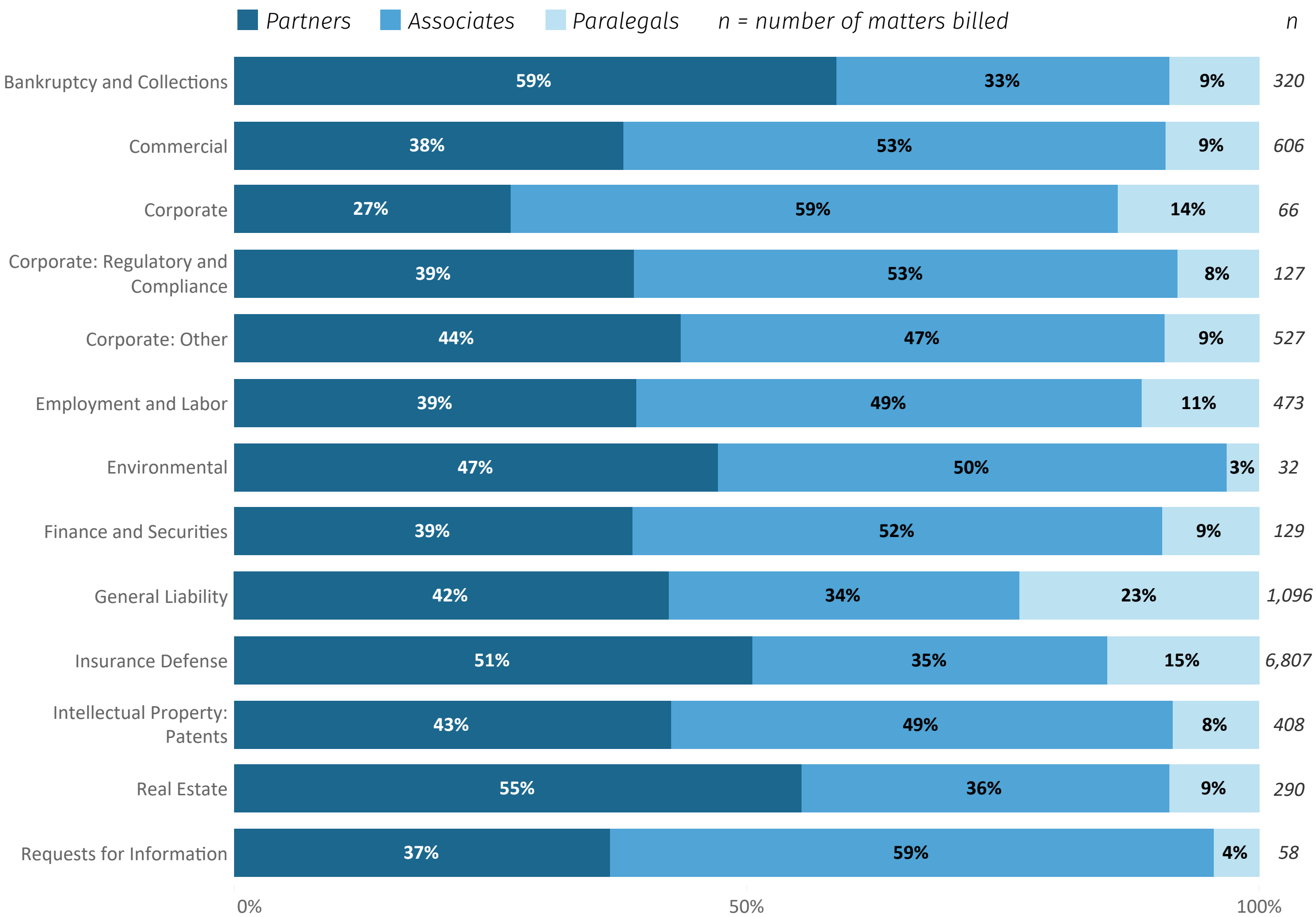
Section VI: Matter Staffing Analysis

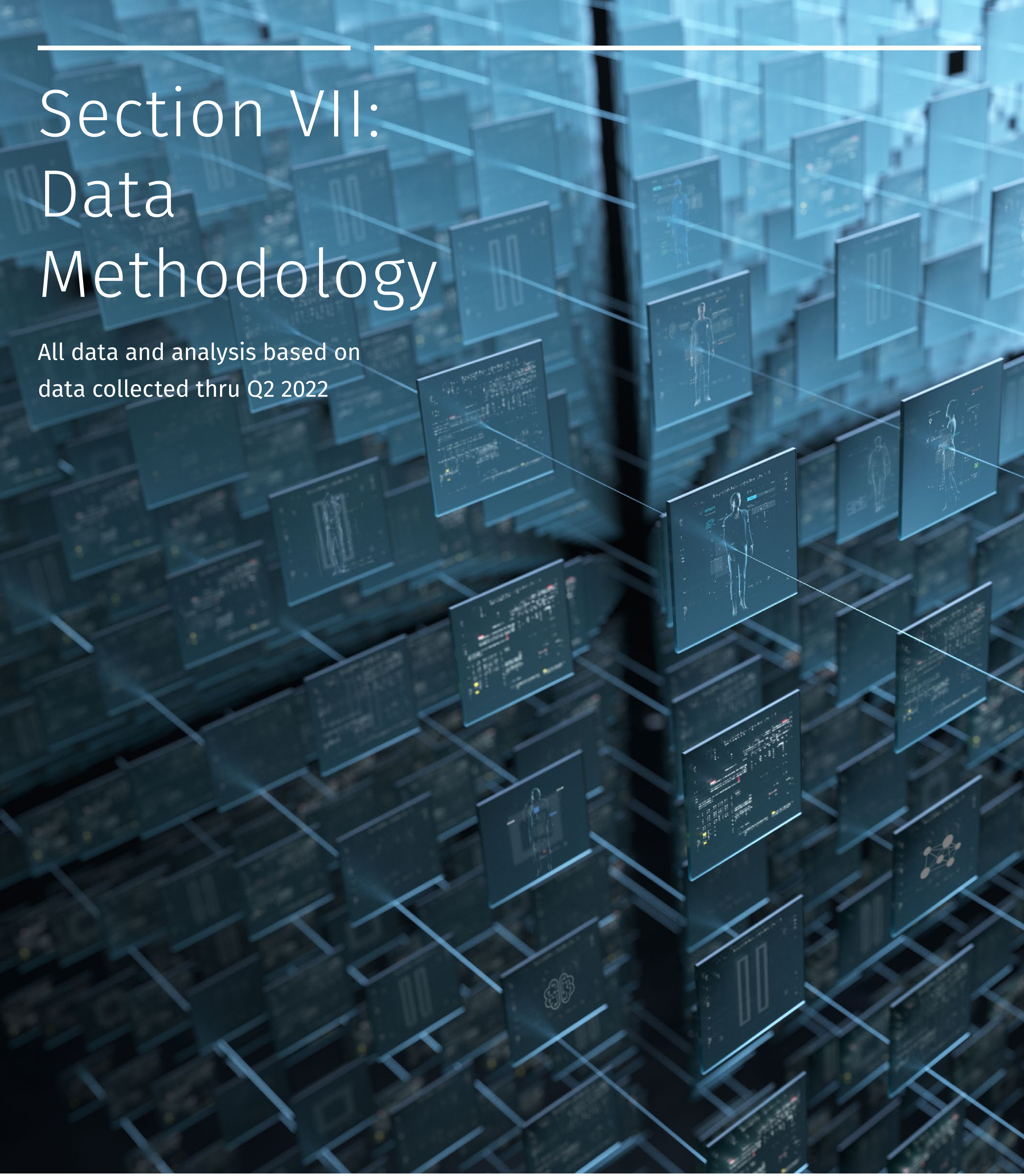
All data and analysis based on data collected thru Q2 2022

Section VI: Matter Staffing Analysis

Long Litigation Matters, More Than 100 Total Hours Billed

2019 to 2022 -- Percentage of Hours Billed per Matter





Section VII: Data Methodology

All data and analysis based on data collected thru Q2 2022

Appendix: Data Methodology

Invoice Information

Data in Wolters Kluwer ELM Solutions' reference database and the 2022 Real Rate Report were taken from invoice line-item entries contained in invoices received and approved by participating companies.

Invoice data were received in the Legal Electronic Data Exchange Standard (LEDES) format (LEDES.org). The following information was extracted from those invoices and their line items:

- Law firm (which exists as a random number in the ELM Solutions reference database)
- Timekeeper ID (which exists as a random number in the ELM Solutions reference database)
- Matter ID (which exists as a random number in the ELM Solutions reference database)
- Timekeeper's position (role) within the law firm (partner, associate, paralegal, etc.)
- Uniform Task-Based Management System Code Set, Task Codes, and Activity Codes (UTBMS.com)
- Date of service
- Hours billed
- Hourly rate billed
- Fees billed

Non-Invoice Information

To capture practice area details, the matter ID within each invoice was associated with matter profiles containing areas of work in the systems of each company. The areas of work were then systematically categorized into legal practice areas. Normalization of practice areas was done based on company mappings to system-level practice areas available in the ELM Solutions system and by naming convention.

The majority of analyses included in this report have been mapped to one of 11 practice areas, further divided into sub-areas and litigation/non-litigation (for more information on practice areas and sub-areas, please refer to pages 232-234).

To capture location and jurisdiction details, law firms and timekeepers were systematically mapped to the existing profiles within ELM Solutions systems, as well as with publicly available data sources for further validation and normalization. Where city location information is provided, it includes any address within that city's defined Core-Based Statistical Area (CBSA) as defined by the Office of Management and Budget (OMB). The CBSAs are urban centers with populations of 10,000 or more and include all adjacent counties that are economically integrated with that urban center.

Where the analyses focus on partners, associates, and paralegals, the underlying data occasionally included some sub-roles, such as "senior partner" or "junior associate." In such instances, those timekeeper sub-roles were placed within the broader partner, associate, and paralegal segments.

Demographics regarding law firm size, location, and lawyer years of experience were augmented by incorporating publicly available information.

Appendix: Data Methodology

A Note on US Cities

Principal City	CBSA Name
Hartford, CT	Hartford-East Hartford-Middletown, CT
Honolulu, HI	Urban Honolulu HI
Houston, TX	Houston-The Woodlands-Sugar Land, TX
Indianapolis, IN	Indianapolis-Carmel-Anderson, IN
Jackson, MS	Jackson, MS
Jacksonville, FL	Jacksonville, FL
Kansas City, MO	Kansas City, MO-KS
Lafayette, LA	Lafayette, LA
Las Vegas, NV	Las Vegas-Henderson-Paradise, NV
Lexington, KY	Lexington-Fayette, KY
Little Rock, AR	Little Rock-North Little Rock-Conway, AR
Los Angeles, CA	Los Angeles-Long Beach-Anaheim, CA
Louisville, KY	Louisville/Jefferson County, KY-IN
Madison, WI	Madison, WI
Memphis, TN	Memphis-Forrest City, TN-MS-AR
Miami, FL	Miami-Fort Lauderdale-Pompano Beach, FL
Milwaukee, WI	Milwaukee-Waukesha, WI
Minneapolis, MN	Minneapolis-St. Paul-Bloomington, MN-WI
Nashville, TN	Nashville-Davidson-Murfreesboro-Franklin, TN
New Haven, CT	New Haven-Milford, CT
New Orleans, LA	New Orleans-Metairie, LA
New York, NY	New York-Newark-Jersey City, NY-NJ-PA
Oklahoma City, OK	Oklahoma City, OK
Omaha, NE	Omaha-Council Bluffs, NE-IA
Orlando, FL	Orlando-Kissimmee-Sanford, FL
Philadelphia, PA	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD
Phoenix, AZ	Phoenix-Mesa-Chandler, AZ
Pittsburgh, PA	Pittsburgh, PA
Portland, ME	Portland-South Portland, ME
Portland, OR	Portland-Vancouver-Hillsboro, OR-WA
Providence, RI	Providence-Warwick, RI-MA
Raleigh, NC	Raleigh-Cary, NC
Reno, NV	Reno-Carson City-Fernley, NV

Appendix: Data Methodology

Bankruptcy and Collections

Chapter 11
Collections
General/Other
Workouts and Restructuring

Commercial (Commercial Transactions and Agreements)

Contract Breach or Dispute
General, Drafting, and Review
General/Other

Corporate[1]

Antitrust and Competition
Corporate Development
General/Other
Governance
Information and Technology
Mergers, Acquisitions, and Divestitures
Partnerships and Joint Ventures
Regulatory and Compliance
Tax
Treasury
White Collar/Fraud/Abuse

Employment and Labor

ADA
Agreements
Compensation and Benefits
Discrimination, Retaliation, and Harassment/EEO
Employee Dishonesty/Misconduct
ERISA
General/Other
Immigration
Union Relations and Negotiations/NLRB
Wages, Tips, and Overtime
Wrongful Termination

Environmental

General/Other
Health and Safety
Superfund
Waste/Remediation

Finance and Securities

Commercial Loans and Financing
Debt/Equity Offerings
Fiduciary Services
General/Other
Investments and Other Financial Instruments
Loans and Financing
SEC Filings and Financial Reporting
Securities and Banking Regulations

General Liability

Asbestos/Mesothelioma
Auto and Transportation
Consumer Related Claims
Crime, Dishonesty and Fraud
General/Other
Personal Injury/Wrongful Death
Premises
Product and Product Liability
Property Damage
Toxic Tort

1 All references to "Corporate: General/Other" in the Real Rate Report are the aggregation of all Corporate sub-areas excluding the Mergers, Acquisitions, and Divestitures sub-area and the Regulatory and Compliance sub-area.

Exhibit 7

Business & Practice

Big Law Rates Topping $2,000 Leave Value 'In Eye of Beholder'

By Roy Strom

Column
June 9, 2022, 2:30 AM

Welcome back to the Big Law Business column on the changing legal marketplace written by me, Roy Strom. Today, we look at a new threshold for lawyers' billing rates and why it's so difficult to put a price on high-powered attorneys. Sign up to receive this column in your inbox on Thursday mornings. Programming note: Big Law Business will be off next week.

Some of the nation's top law firms are charging more than $2,000 an hour, setting a new pinnacle after a two-year burst in demand.

Partners at Hogan Lovells and Latham & Watkins have crossed the threshold, according to court documents in bankruptcy cases filed within the past year.

Other firms came close to the mark, billing more than $1,900, according to the documents. They include Kirkland & Ellis, Simpson Thacher & Bartlett, Boies Schiller Flexner, and Sidley Austin.

Simpson Thacher & Bartlett litigator Bryce Friedman, who helps big-name clients out of jams, especially when they're accused of fraud, charges $1,965 every 60 minutes, according to a court document.

In need of a former acting US Solicitor General? Hogan Lovells partner Neal Katyal bills time at $2,465 an hour. Want to hire famous litigator David Boies? That'll cost $1,950 an hour (at least). Reuters was first to report their fees.

Eye-watering rates are nothing new for Big Law firms, which typically ask clients to pay higher prices at least once a year, regardless of broader market conditions.

"Value is in the eye of the beholder," said John O'Connor, a San Francisco-based expert on legal fees. "The perceived value of a good lawyer can reach into the multi-billions of dollars."

Kirkland & Ellis declined to comment on its billing rates. None of the other firms responded to requests to comment.

Charge It Up

Big Law firms are crossing the $2,000-an-hour threshold after two years of surging rates driven by an increase in demand for lawyers.

Firm	Highest Billing Rate
Hogan Lovells	$2,465
Latham & Watkins	$2,075
Kirkland & Ellis	$1,995
Simpson Thacher & Bartlett	$1,965
Boies Schiller Flexner	$1,950
Sidley Austin	$1,900

Source: Court documents

Bloomberg Law

Law firms have been more successful raising rates than most other businesses over the past 15 years.

Law firm rates rose by roughly 40 percent from 2007 to 2020, or just short of 3 percent per year, Thomson Reuters Peer Monitor data show. US inflation rose by about 28% during that time.

The 100 largest law firms in the past two years achieved their largest rate increases in more than a decade, Peer Monitor says. The rates surged more than 6% in 2020 and grew another 5.6% through November of last year. Neither level had been breached since 2008.

The price hikes occurred during a once-in-a-decade surge in demand for law services, which propelled profits at firms to new levels. Fourteen law firms reported average profits per equity partner in 2021 over $5 million, according to data from The American Lawyer. That was up from six the previous year.

The highest-performing firms, where lawyers charge the highest prices, have outperformed their smaller peers. Firms with leading practices in markets such as mergers and acquisitions, capital markets, and real estate were forced to turn away work at some points during the pandemic-fueled surge.

Firms receive relatively tepid pushback from their giant corporate clients, especially when advising on bet-the-company litigation or billion-dollar deals.

The portion of bills law firms collected—a sign of how willingly clients pay full-freight—rose during the previous two years after drifting lower following the Great Financial Crisis. Collection rates last year breached 90% for the first time since 2009, Peer Monitor data show.

Professional rules prohibit lawyers from charging “unconscionable” or “unreasonable” rates. But that doesn’t preclude clients from paying any price they perceive as valuable, said Jacqueline Vinaccia, a San Diego-based lawyer who testifies on lawyer fee disputes.

Lawyers’ fees are usually only contested when they will be paid by a third party.

That happened recently with Hogan Lovells’ Katyal, whose nearly $2,500 an hour fee was contested in May by a US trustee overseeing a bankruptcy case involving a Johnson & Johnson unit facing claims its talc-based powders caused cancer.

The trustee, who protects the financial interests of bankruptcy estates, argued Katyal’s fee was more than $1,000 an hour higher than rates charged by lawyers in the same case at Jones Day and Skadden Arps Slate Meagher & Flom.

A hearing on the trustee’s objection is scheduled for next week. Hogan Lovells did not respond to a request for comment on the objection.

Vinaccia said the firm’s options will be to reduce its fee, withdraw from the case, or argue the levy is reasonable, most likely based on Katyal’s extensive experience arguing appeals.

Still, the hourly rate shows just how valuable the most prestigious lawyers’ time can be—even compared to their highly compensated competitors.

“If the argument is that Jones Day and Skadden Arps are less expensive, then you’re already talking about the cream of the crop, the top-of-the-barrel law firms,” Vinaccia said. “I can’t imagine a case in which I might argue those two firms are more reasonable than the rates I’m dealing with.”

Worth Your Time

On Cravath: Cravath Swaine & Moore is heading to Washington, opening its first new office since 1973 by hiring former heads of the U.S. Securities and Exchange Commission and Federal Deposit Insurance Corporation. Meghan Tribe reports the move comes as Big Law firms are looking to add federal government expertise as clients face more regulatory scrutiny.

On Big Law Promotions: It’s rare that associates get promotions to partner in June, but Camille Vasquez is now a Brown Rudnick partner after she shot to fame representing Johnny Depp in his defamation trial against ex-wife Amber Heard.

On Working From Home: I spoke this week with Quinn Emanuel’s John Quinn about why he thinks law firm life is never going back to the office-first culture that was upset by the pandemic. Listen to the podcast here.

00:00:00

That's it for this week! Thanks for reading and please send me your thoughts, critiques, and tips.

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Documents

Trustee's Objection

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