

WILSHIRE LAW FIRM, PLC
Tyler J. Woods, Esq. (SBN 232464)
tyler.woods@wilshirelawfirm.com
James Yoo, Esq. (SBN 310680)
james.yoo@wilshirelawfirm.com
Heriberto Ponce, Esq. (SBN 339713)
eddie.ponce@wilshirelawfirm.com
Ruby Carrera, Esq. (SBN 343745)
ruby.carrera@wilshirelawfirm.com
Alan Wilcox (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Conor Gomez (SBN 337395)
conor.gomez@wilshirelawfirm.com
660 S. Figueroa Street, Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

[Additional Counsel on Next Page]

**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 ROMAN
OTKUPMAN IN SUPPORT OF
PLAINTIFFS' MOTION TO APPROVE
PAGA SETTLEMENT**

Approval Hearing Date

Date: January 14, 2027
Time: 1:30 p.m.
Dept.: 22

Roman Otkupman, CSBN 249423

Roman@OLFLA.com

Nidah Farishta, CSBN 312360

Nidah@OLFLA.com

OTKUPMAN LAW FIRM, A LAW CORPORATION

5743 Corsa Ave., Suite 123

Westlake Village, CA 91362

Telephone: (818) 293-5623

Facsimile: (888) 850-1310

Attorneys for Plaintiffs

1 **I, ROMAN OTKUPMAN, declare as follows:**

2 1. I am an attorney duly admitted to the practice of law in the State of California. I
3 am a principal of Otkupman Law Firm, A Law Corporation, and counsel for Plaintiffs, as well as
4 proposed PAGA Counsel in this action. I have personal knowledge of the facts set forth herein,
5 and if called as a witness to testify to them, I could and would do so competently.

6 2. I make this declaration in support of Plaintiffs' Motion to Approve PAGA
7 Settlement.

8 **Education and Experience**

9 3. I obtained my Bachelor's degree from the University of California at Los Angeles
10 in 2003. I majored in Economics at the Anderson School of Business and obtained a Minor in
11 Slavic Languages.

12 4. Thereafter, I attended the Thomas Jefferson School of Law, where I focused on
13 studies on Employment law and related litigation. After completing my first year of legal studies,
14 I secured an externship at the Equal Employment Opportunity Commission ("EEOC"), where I
15 worked under the Supervisory Administrative Judge, Larry A. Abrams. While at EEOC, I
16 evaluated the merits of federal employment discrimination claims and recommended
17 dispositions. I further reviewed motions, researched case law, prepared summaries of arguments,
18 and assisted in the preparation of court rulings on summary judgments, motions to compel, and
19 motions to strike decisions. Furthermore, I attended numerous conferences, hearings, and trials
20 about employee complaints.

21 5. Thereafter, I volunteered at the Employee Rights Center of San Diego, where I
22 informed numerous employees about their options and legal avenues in wage and hour and/or
23 employment discrimination disputes.

24 6. Otkupman Law Firm, ALC prosecutes wage and hour cases on behalf of the
25 employees whose rights have been violated. Otkupman Law Firm, either on its own or with co-
26 counsel, is currently serving as Plaintiff's counsel of record in dozens of wage and hour and
27 employment class action cases pending in both state and federal court.

28 7. Otkupman Law Firm, ALC has successfully litigated and resolved numerous wage
and hour class actions involving failure to pay wages, wage statement violations and derivative

1 Labor Code claims and penalties. See, *Barrios v. Freeway*, Superior Court of California County
2 of Sacramento, Case No. 34-2015-00183162-CU-OE-GDS; *Hernandez v. CoWorx*, Superior
3 Court of California, County of San Joaquin, Case No. 39-2015-0032567-CU-OE-STK; *Sigourney*
4 *Esh v. Be.Group*, Superior Court of California, County of San Diego, Case No. 37-2014-
5 00006162-CU-OE-NC; *Pakiza A. Ali v. Rainbow USA Inc.*, Superior Court of California, County
6 of San Joaquin, Case No. 39-2015-00320655-CU-OE-STK; *Rosie Orta v. Walgreen Co.*, Superior
7 Court of California, County of Los Angeles, Case No. BC530605; *Jennifer Underwood v. Payroll*
8 *Direct, Inc.*, Superior Court of California, County of Merced, Case No. 15CV-03112; *Jeremiah*
9 *Putnam v. Sagar Diner, Inc.*, Superior Court of California, County of Merced, Case No.
10 SCV011040; *Amanda Maniord v. Hue & Cry, Inc.*, Superior Court of California, County of
11 Shasta, Case No. 182115; *Andrew Mojica v. Dedicated Fleet Systems Inc., and Osterkamp*
12 *Transportation Group*, Superior Court of California, County of Los Angeles, Central Civil West,
13 Case No. BC621739; *Holly Pinheiro v. Stanton Optical Florida LLC, Vision Precision Holdings,*
14 *LLC*, Superior Court of California, County of San Joaquin, Case No. 39-2015-00323663-CU-OE-
15 STK; *Jared Sewell v. Gary D Nelson Associates Inc.*, Superior Court of California, County of
16 Sonoma, Case No. SCV 254929; *David Jimenez v. Modern Interiors*, Superior Court of
17 California, County of Los Angeles, Case No. BC549815; *Patricia Mosley v. Shields for Families*,
18 Superior Court of California, County of Los Angeles, Case No. BC590656; *Teri Parker v. Toms*
Sierra Co, Inc., Superior Court of California, County of Placer, Case No. SCV0036376.

19 8. Upon becoming a member of the bar, I worked at a boutique employment firm
20 specializing in defense of multi-plaintiff and single plaintiff defense of wage and hour claims as
21 well as other various employment claims. There, I was involved in numerous wage and hour
22 actions as well as employment discrimination lawsuits including but not limited to: violation of
23 Labor Code 226, failure to pay overtime, PAGA claims Labor Code 2699 *et seq.*, sexual
24 harassment, gender discrimination, racial discrimination, intentional infliction of emotional
25 distress, breach of contract, conspiracy, breach of good faith and fair dealing, disability
26 discrimination and failure to accommodate, as well as Labor Code Section 132 (a) claims under
27 worker's compensation law.

28 9. I have written numerous articles on various wage and hour and related employment

litigation issues, three of which were published in recent years.

10. Based on my own investigation and evaluation, I am of the opinion that the Settlement, its allocation among Aggrieved Employees, and the recovery for each Aggrieved Employee, is fair and reasonable. I believe I have a strong understanding of the trends in both the likelihood of certification of wage and hour and PAGA cases and the value of settlements of cases such as this one.

11. My opinion takes into consideration the amounts received in other similar representative actions, which I have litigated and/or am familiar with, the risks inherent in litigation of this genre, and the reasonable tailoring of each Aggrieved Employee's claim to the amount received in the settlement. Based on that knowledge, I am of the opinion the settlement is fair, reasonable and adequate and is in the best interests of the Aggrieved Employees.

Background of the Case and Relevant Procedural History

12. On August 20, 2024, my office, on behalf of Plaintiff Maria Camacho, sent a PAGA Notice to the Labor Workforce and Development Agency ("LWDA"), with a copy to Defendants. Plaintiff Camacho's PAGA Letter is attached hereto as **Exhibit 1**.

13. On October 25, 2024, Plaintiff Camacho filed a representative action complaint entitled *Maria Camacho, et al. v. Pulmuone Foods USA, Inc., et al.*, Riverside County Superior Court Case No. CVRI2406091. Plaintiff Camacho's complaint alleged violations of the Labor Code for failure to properly pay all minimum and overtime wages due, failure to pay premium wages for missed meal and rest breaks, failure to issue accurate, itemized wage statements, failure to timely pay wages during employment, failure to timely pay all wages due at the separation of employment, and failure to reimburse for business expenses. On May 19, 2026, Plaintiff Becerra filed a second amended complaint adding Maria Camacho as an additional plaintiff for purposes of seeking approval of the settlement (the "Operative Complaint").

14. Prior to mediation, the Parties exchanged extensive documents and information that allowed both sides to thoroughly evaluate the potential exposure and potential risk, such as a review of Defendants' policies and procedures related to the claims and alleged and time and pay records, among others. Specifically, Plaintiff obtained, through informal discovery, statistical data, which consisted of a sample of timekeeping and payroll data, as well as written policies and

1 procedures on meal breaks, rest breaks, overtime compensation, and reimbursement for business
2 expenses, the number of pay periods in the PAGA Period and the total number of Aggrieved
3 Employees. Further, the Aggrieved Employees were similar or identical in the way in which
4 Defendants utilized their wage and hour policies towards them. During this process, PAGA
5 Counsel analyzed, researched, and investigated the potential issues, including matters related to
6 the calculation of PAGA damages, trial management, and appellate issues and risks.

7 15. Thereafter, the Parties participated in a mediation presided over by Daniel Turner,
8 Esq. on July 29, 2025. Following the mediation, the Parties continued to engage in extensive
9 arm's length negotiations and eventually reached a settlement of the PAGA claims.

10 16. The Parties have conducted a thorough investigation into the facts, including
11 exchanging information and documents relating to the alleged claims. Based on the foregoing
12 data and an independent investigation and evaluation, I am of the opinion that the settlement with
13 Defendants for the consideration and terms set forth in the Settlement Agreement is fair,
14 reasonable, and adequate and is in the best interest of the LWDA and the Aggrieved Employees
15 in light of all known facts and circumstances, including the risk of significant delay, uncertainty
16 associated with litigation, various defenses asserted by Defendants, and numerous potential
17 appellate issues.

18 17. Based on the expected testimony from Plaintiffs and the Aggrieved Employees, a
19 review of Defendants' policies and procedures and other documents relating to the alleged claims,
20 information on the number of Aggrieved Employees and PAGA Pay Periods, the payroll data,
21 the scope of the potential penalties in light of the claims alleged, the Court's statutorily authorized
22 discretion to reduce any penalties assessed, and the negotiations that have taken place, I am
23 convinced that the proposed settlement is in the best interest of Plaintiff, the Aggrieved
24 Employees affected by the Agreement, and the LWDA. The length and risks of trial and other
25 normal perils of complex litigation that impact the value of the claims were also considered and
26 weighed in reaching the proposed settlement. In addition, I carefully considered the difficulties
27 of complex litigation, and the lengthy process of establishing specific damages and various
28 possible delays and appeals in agreeing to the proposed settlement. I further considered the fact
that penalties under the PAGA could be substantially cut at the discretion of the Court even if

1 Plaintiffs were successful on proving those claims. Overall, I believe it is more beneficial to
2 secure a guaranteed benefit to Plaintiffs, the Aggrieved Employees, and the LWDA now rather
3 than to proceed with litigation and potentially obtain zero funds due to legal or factual issues.

4 **Risk Assumed by Otkupman Law Firm, A Law Corporation**

5 18. My office invested significant time and resources into the case, with payment
6 deferred to the end of the case, and then, of course, contingent on the outcome. My office's efforts
7 included, without limitation, the following: interviews with Plaintiff; review of documents
8 produced by the Plaintiff; preparation of multiple drafts of the PAGA notice letter, drafting the
9 complaint, numerous conferences and correspondence with Defendants' counsel, legal research
10 regarding Defendants' practices, preparing for and attending mediation, revisions to the
11 settlement agreement, reviewing the motion to approve settlement, and preparing declarations in
12 support of the motion to approve settlement.

13 19. Because most individuals cannot afford to pay for representation in litigation on
14 an hourly basis, my firm represents virtually all of its employment law clients on a contingency
15 fee basis. Pursuant to this arrangement, we are not compensated for our time and costs, unless
16 we prevail at trial or successfully settle our clients' cases. Because my firm is taking the risk that
17 we will not be reimbursed for our time and costs unless our client settles or wins his or her case,
18 we cannot afford to represent an individual employee on a contingency basis if, at the end of our
19 representation, all we are to receive is our regular hourly rate for services. It is essential that we
20 recover more than our regular hourly rate when we win if we are to remain in practice so as to be
21 able to continue representing other individuals in employment disputes.

22 **PAGA Counsel's Attorney's Fees and Costs**

23 20. The Parties have agreed that PAGA Counsel will seek no more than \$106,666.67
24 in attorneys' fees. This agreement is fully disclosed in the Settlement Agreement. My firm's time
25 records for services performed in this case are attached hereto as **Exhibit 2**.

26 21. My firm has worked no less than 52 hours on the matter. My firm's fees from the
27 inception to completion of this matter are no less than \$48,000.00.

28 22. The requested fee is fair compensation for undertaking complex, risky, expensive,
and time-consuming litigation on a contingent fee basis, especially in light of the benefits

1 achieved by PAGA Counsel for the Aggrieved Employees. PAGA Counsel diligently litigated
2 and investigated the case.

3 23. While I work exclusively on a contingency fee basis, I charge a rate of \$950.00 per
4 hour when the award of fees is considered. My charge rate is commensurate with the market rates
5 in Los Angeles for attorneys of comparable experience and skill handling complex litigation,
6 based on my 18+ years of experience, qualifications, and expertise. My hourly rates are
7 reasonable in light of my significant experience, expertise, and skill. The attorneys at Otkupman
8 Law Firm, A Law Corporation specialize in employment law and have substantial experience in
9 wage and hour litigation.

10 24. My firm has incurred out-of-pocket expenses to date amounting to **\$716.31**. These
11 costs were reasonably incurred in prosecuting this action on behalf of the Aggrieved Employees.
12 Attached hereto as **Exhibit 3** is a true and correct copy of my firm's costs incurred to date.

13 25. I believe that the fee and costs provisions are reasonable. The fee percentage
14 requested is less than the usual customary percentage fee for most employment cases. Moreover,
15 the efforts of PAGA Counsel have resulted in substantial benefits to Plaintiff, the Aggrieved
16 Employees, and the State in the form of a substantial settlement. I am informed and believe that,
17 without the efforts of PAGA Counsel, the Labor Code violations alleged in the Complaint would
18 have gone completely unremedied. The requested fee award and cost award provided for in the
19 Settlement Agreement are reasonable given the result achieved.

20 26. For all the reasons provided above, I respectfully request that this Court enter an
21 Order approving the PAGA Settlement.

22 I declare under penalty of perjury under the laws of the United States and the State of
23 California that the foregoing is true and correct. Executed this 5th day of June 2026 at Westlake
24 Village, California.



25 Roman Otkupman

EXHIBIT 1

OTKUPMAN LAW FIRM, A LAW CORPORATION

5743 Corsa Ave, Suite 123
Westlake Village, CA 91362
Tel.: 818-293-5623
Fax: 888-850-1310

August 20, 2024

VIA ELECTRONIC FILING

Labor & Workforce Development Agency

VIA CERTIFIED MAIL

Pulmuone Foods USA, Inc.
2315 Moore Avenue
Fullerton, CA 92833
Defendant certified mail # 9589 0710 5270 0298 4400 11

VIA CERTIFIED MAIL

Agent for Service of Process
Harry Yoon
2315 Moore Avenue
Fullerton, CA 92833
Agent certified mail # 9589 0710 5270 0298 4400 11

VIA CERTIFIED MAIL

Pulmuone Foods USA, Inc.
3251 De Forest Cir
Mira Loma, CA 91752
Defendant certified mail # 9589 0710 5270 0298 4400 28

Re: ***Maria Camacho v. Pulmuone Foods USA, Inc. – Labor Code Violations Pulmuone Foods USA, Inc. – Compliance Letter of California Labor Code § 2698 – Private Attorneys General Act***

Dear Sir or Madam:

This office represents Maria Camacho (“Plaintiff”), a former California employee of Pulmuone Foods USA, Inc. (“Defendants”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client worked for Defendants in Southern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and Defendant’s other California non-exempt employees.

Plaintiff began working for Defendants on or about October of 2019. While working for Defendants as a Quality Assurance Tech, Plaintiff was earning (\$22.50) dollars per hour.

Plaintiff and Defendant's California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and other California employees were further forced to keep their radios on during their meal and rest breaks in case of emergencies or to address the needs of Defendants' personnel. Because of this, Plaintiff and Defendant's California employees were unable to take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

Plaintiff and Defendant's California employees were required to work off the clock for Defendant. Defendant routinely made Plaintiff and its California employees wait in line for the timeclock to become available. The time spent waiting in line took Plaintiff on the average of 5 minutes to complete. Moreover, Plaintiff and Defendant's California employees were asked to perform tasks prior to clocking in without being compensated for it. It took Plaintiff on the average of 15 minutes to complete these tasks. Plaintiff and Defendant's California employees were instructed to work approximately 30-40 minutes after they had clocked out to finish their assignments. Plaintiff and Defendant's California employees were also required to work off the clock for Defendant, such as answering inquiries from Defendants. These communications took 5 minutes each time. Defendant did not compensate Plaintiff and Defendant's California employees if these tasks were completed outside of her regular work hours. These excess hours were not recorded on our client's and Defendant's California employees wage statements. Plaintiff and Defendant's California employees should have been compensated for that time, but she was not in violation of Labor Code Sections 510, 1194, and 1194.2. As a result, Plaintiff and Defendant's California employees were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay wages constitute violations of Labor Code § 510 and 1194.

Plaintiff, on behalf of herself and all other California employees of Defendants claims that Defendant has failed to pay all overtime wages due to non-exempt employees. Defendants pay their employees bonuses and commissions which are not included in the employees regular rate of pay for the purposes of computing the proper overtime rate. As a result, employees are not properly compensated for work performed in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of pay. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194, and 1194.2.

Additionally, Labor Code Section 1194(a) states: "[n]otwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit. Plaintiff and Defendant's California employees claim

that Defendant engaged in “time-shaving” This essentially means that the Defendant underpaid Plaintiff by rounding the time Plaintiff worked in violation of Labor Code Section 1194(a).

Defendants failed to issue Plaintiff and Defendant’s California employees accurately itemized wage statements. As Defendant failed to compensate Plaintiff and Defendant’s California employees with all wages due, as detailed above, their wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendant’s failure to pay all overtime wages due. Since the wage statements provided to Plaintiff failed to accurately reflect the total number of Plaintiff’s worked hours, due to the illegal rounding and time-shaving. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants’ California employees.

Defendants knowingly and intentionally failed to provide Plaintiff and Defendant’s California employees timely, accurate, itemized wage statements in accordance with Labor Code § 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and Defendant’s California employees, and the records maintained by Defendants, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hour worked.

Our client further alleges that Defendants paid her and Defendant’s California employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they were not paid all wages due and owing throughout the course of their employment as a result of Defendant’s failure to pay all premium wages as detailed above, at the time of their separation, they were not paid all final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-203.

Defendants pay Plaintiff and it’s California employees on a bi-weekly basis and has failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendant’s California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b).

Defendants failed to reimburse Plaintiff and Defendant’s California employees for their Personal Protective Gear they purchased to perform work for Defendant such as masks. Defendant further failed to reimburse its California employees for using their personal cell phones for the benefit of Defendant. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.” As such, Plaintiff and Defendant’s California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

Plaintiff alleges that Defendants did not provide Plaintiff and Defendant's California employees with a seat, in violation of California Labor Code § 1198 and Wage Order 7-2001, § 14. Plaintiff was required to stand for extended periods of time despite the fact that the nature of her work did not require that she remain standing at all times. California Labor Code § 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable Wage Order. By failing to provide Plaintiff and Defendant's California employees with suitable seating in violation of § 14 of Wage Order 7-2001, Defendant violated California Labor Code § 1198.

Defendants failed to pay all wages earned to Plaintiff and Defendant's California employees as a result of the unlawful employment policies and practices herein. As a result of these practices, Plaintiff and Defendant's California employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure to pay wages as required by law.

We invite Defendants or its attorney(s) to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

OTKUPMAN LAW FIRM

A handwritten signature in black ink, appearing to be 'Roman Otkupman', is written over a horizontal line.

ROMAN OTKUPMAN

EXHIBIT 2

Summary Report

Time - Maria Camacho

[Print](#) - [Close Window](#)

Year	Month	Project	Rate	Hours	Amount
2024	Aug	Nidah Farishta	\$600.00	0.60	\$360.00
2024	Aug	Roman Otkupman	\$950.00	12.90	\$12,255.00
Total for August 2024				13.50	\$12,615.00
2024	Sep	Roman Otkupman	\$950.00	3.50	\$3,325.00
Total for September 2024				3.50	\$3,325.00
2024	Oct	Roman Otkupman	\$950.00	3.40	\$3,230.00
Total for October 2024				3.40	\$3,230.00
2024	Nov	Nidah Farishta	\$600.00	1.30	\$780.00
Total for November 2024				1.30	\$780.00
Grand Total for 2024				21.70	\$19,950.00
2025	Jan	Nidah Farishta	\$600.00	0.50	\$300.00
Total for January 2025				0.50	\$300.00
2025	Feb	Nidah Farishta	\$600.00	0.50	\$300.00
Total for February 2025				0.50	\$300.00
2025	Jul	Nidah Farishta	\$600.00	0.20	\$120.00
2025	Jul	Roman Otkupman	\$950.00	15.50	\$14,725.00
Total for July 2025				15.70	\$14,845.00
2025	Sep	Nidah Farishta	\$600.00	0.20	\$120.00
Total for September 2025				0.20	\$120.00
2025	Dec	Nidah Farishta	\$600.00	0.20	\$120.00
Total for December 2025				0.20	\$120.00
Grand Total for 2025				17.10	\$15,685.00
2026	Jan	Roman Otkupman	\$950.00	1.80	\$1,710.00
Total for January 2026				1.80	\$1,710.00
2026	Mar	Nidah Farishta	\$600.00	0.30	\$180.00
Total for March 2026				0.30	\$180.00
2026	Jun	Nidah Farishta	\$600.00	0.20	\$120.00
2026	Jun	Roman Otkupman	\$950.00	10.90	\$10,355.00
Total for June 2026				11.10	\$10,475.00
Grand Total for 2026				13.20	\$12,365.00
Grand	Total	Nidah Farishta	\$600.00	4.00	\$2,400.00

Grand	Total	Roman Otkupman	\$950.00	48.00	\$45,600.00
Grand Total for All				52.00	\$48,000.00

EXHIBIT 3

Maria Camacho v. Pulmuone Foods USA, Inc.

Counsel's Costs

EXPENSE CATEGORY

EXPENSE

Filing Fee	\$479.31
Efiling Fees	\$102.90
LWDA	\$75
Mailing	\$57.60
Printing	\$1.50
Total Expenses	\$716.31