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Attorneys for Plaintiff and the Putative Class

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MARTIN MIRANDA, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

SABA COURIERS LLC, a California limited
liability company, and DOES 1 to 100, inclusive,

Defendants.

CASE NO. 22STCV06847

**SUPPLEMENTAL DECLARATION OF
JAMES M. TREGLIO IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Judge: Hon. David S. Cunningham III
Dept: 11
Hearing Date: October 2, 2026
Time: 10:15 a.m.

1 I, James M. Treglio, declare as follows:

2 1. I am an attorney at law duly authorized to practice before all courts of the State of
3 California and am the lead attorney of the Class Action Division of Potter Handy, LLP, counsel of record
4 for Plaintiff Martin Miranda. I have personal knowledge of the facts set forth below and, if called as a
5 witness, could and would testify competently thereto. I submit this supplemental declaration in response
6 to the Court's May 4, 2026 Tentative Ruling and Checklist, and in further support of Plaintiff's Motion
7 for Preliminary Approval.

8 2. Prior to the April 23, 2024 mediation, Defendant produced, in response to Plaintiff's
9 informal discovery requests and for purposes of mediation aggregate payroll data, including the number
10 of workweeks, the number of class members, the number of payperiods, certain documents related to
11 Defendant's policies, practices, and procedures, and documents related to Defendant's financial well-
12 being.

13 4. Using this data, I constructed the claim-by-claim exposure analysis set forth in paragraphs
14 26 through 41 of my prior declaration, including the average hourly rate of \$16.49 and the 22,000-
15 workweek figure supplied by Defendant's records.

16 5. While that payroll and pay data was somewhat useful, the key issue in determining how
17 much to settle the case for was the financial condition of the Defendant. Prior to the mediation, I conducted
18 an analysis of Defendant and of Defendant's owners. Based on my analysis, I determined that Defendant
19 is operating out of the apartment of its owners, and as such, the only money available was from the
20 insurance policy Defendant received from Amazon, Inc.

21 6. Following the Court's May 4, 2026 Tentative Ruling, counsel for the Parties met and
22 conferred and prepared the First Amended Class Action and PAGA Settlement Agreement ("Amended
23 Agreement"). The Amended Agreement is a completed agreement containing all operative settlement
24 terms. It has been executed by Plaintiff, Defendant, and by all counsel. A true and correct redlined copy
25 showing all changes from the Settlement Agreement filed November 6, 2025 is attached hereto as **Exhibit**
26 **1**. A true and correct clean copy of the fully executed Amended Agreement is attached hereto as **Exhibit**
27 **2**.

28 7. Defendant's verified figures are set forth in the concurrently filed Declaration of Jose

1 Pineda on behalf of Saba Couriers, LLC, attesting, based on a review of Defendant's payroll records
2 through July 28, 2024, to 430 Class Members, 22,217 Workweeks, 300 Aggrieved Employees, and 11,300
3 PAGA Pay Periods. Because the verified Workweek total is below 24,200, the former alternative end date
4 could not have applied. In addition, under ¶ G.4.b of the Amended Agreement, the Administrator must
5 report the Class Member, Aggrieved Employee, Workweek, and PAGA Pay Period counts reflected in the
6 Class Data to counsel within 5 business days of receipt, in advance of the 14-day deadline for mailing the
7 Class Notice under ¶ G.4.c (providing independent verification of these figures before notice is
8 distributed).

9 8. The Class Notice, attached as Exhibit A to the Amended Agreement, has been conformed
10 to all changes in the Amended Agreement, including the fixed Class and PAGA Period end dates, the
11 narrowed ¶ E.2. release language, a plain-language explanation that Aggrieved Employees will release
12 PAGA claims and receive their individual PAGA Payments even if they request exclusion from the Class,
13 and the continued hearing information.

14 9. After deduction of the requested Class Counsel Fee Payment (\$51,333), Class Counsel
15 Litigation Expenses Payment (up to \$10,000), Class Representative Service Payment (\$5,000),
16 Administration Expenses Payment (\$10,500), and PAGA Penalties (\$20,000, of which \$15,000 is
17 allocated to the LWDA and \$5,000 to Aggrieved Employees), the Net Settlement Amount available for
18 Individual Class Payments is \$57,167. Based on 430 Class Members, the estimated average Class Payment
19 is approximately \$132.94. Participating Class Members who are also Aggrieved Employees will
20 additionally receive a pro rata share of the \$5,000 in Individual PAGA Payments.

21 10. On September 11, 2026, my office submitted the Amended Agreement to the Labor and
22 Workforce Development Agency through its online filing portal pursuant to Labor Code section
23 2699(1)(2). A true and correct copy of the confirmation submission is attached hereto as **Exhibit 3**.

24 11. Neither I, my firm, nor Plaintiff is aware of any other pending matter or action asserting
25 claims that will be extinguished or adversely affected by the Settlement. Neither I nor my firm has any
26 interest or relationship, financial or otherwise, with the Administrator other than a professional
27 relationship arising out of prior experience administering settlements. I am aware of no actual or potential
28 conflict of interest with the Class members or the Administrator.

1 I declare under penalty of perjury of the laws of the State of California that the foregoing is true
2 and correct. Executed on September 11, 2026, in San Diego, California.

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4 /s/ James M. Treglio
James M. Treglio
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