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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
3/7/2025 12:53 PM
By: Alexis Camacho, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

ELIZABETH GARCIA, on behalf of the State of
California and other aggrieved persons,

Plaintiff,

v.

GIANT INLAND EMPIRE RV CENTER, INC.,
a California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: CIVSB2209435

PAGA REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Jessica
Morgan, Dept. S-26]

**DECLARATION OF BENJAMIN H.
HABER IN SUPPORT OF PLAINTIFF'S
MOTION TO APPROVE PAGA
SETTLEMENT**

APPROVAL HEARING

Date: June 23, 2025
Time: 8:30 a.m.
Dept.: S-26

Complaint Filed: May 6, 2022
Trial Date: not set

I, Benjamin H. Haber, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a partner and attorney at Wilshire Law Firm, PLC, counsel of record for Plaintiff Elizabeth Garcia (“Plaintiff”). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness.

2. This Declaration is submitted in support of Plaintiff's Motion to Approve PAGA Settlement.

Background

3. Defendant Giant Inland Empire RV Center, Inc., (“Defendant”) is a leading name in the RV industry of Southern California that sells and services RVs. Plaintiff worked for Defendant from approximately September 2017 to approximately March 2021 as a Parts Driver, Office Clerk, and Porter.

4. In this PAGA litigation, Plaintiff alleged that Defendant has failed to pay for all hours worked (minimum, straight time, and overtime wages), failed to provide meal periods, failed to authorize and permit rest periods, failed to timely pay final wages, failed to furnish accurate wage statements, failed to indemnify for necessary business expenditures, and engaged in unfair business practices. Defendant has denied these allegations.

5. On March 1, 2022, Plaintiff provided notice to the California Labor & Workforce Development Agency (“LWDA”) and Defendants of the alleged 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 and Defendant whether it intended to investigate the alleged violations. However, the LWDA did not do so.

Discovery and Investigation

6. After Plaintiff filed her complaint, the Parties engaged in extensive settlement discussions. To facilitate settlement, Defendant provided Plaintiff with a sampling of

1 timekeeping and payroll data for the allegedly aggrieved employees and documents reflecting
2 Defendant's policies and procedures in effect during the relevant time period. Thereafter, the
3 Parties engaged in extensive discussions about the factual and legal strengths (and weaknesses)
4 of the claims and defenses.

5 7. On April 29, 2024, the Parties and their counsel participated in private mediation
6 with Hon. Daniel Buckley (Ret.). The settlement negotiations were at arm's length and,
7 although conducted in a professional manner, were adversarial. The Parties went into the
8 mediation willing to explore the potential for a settlement of the dispute, but each side was also
9 prepared to litigate their or its position through trial and appeal if a settlement had not been
10 reached.

11 8. Ultimately, after an all-day mediation presided over by Hon. Daniel Buckley
12 (Ret.), the Parties agreed to settle the PAGA claim for \$295,000.00, which includes all persons
13 employed by Defendant in California and classified as a non-exempt or hourly-paid employee
14 who worked for Defendant during the PAGA Period. There are approximately 518 aggrieved
15 employees covered by the settlement. Plaintiff submitted the Settlement to the LWDA on
16 concurrently with this motion. A true and correct copy of the PAGA Settlement Agreement
17 ["Settlement"] executed by the Parties, along with the confirmation that the Settlement was
18 submitted to the LWDA is attached to this Declaration as **Exhibit 1**. Additionally, attached as
19 **Exhibit 2** is the Settlement Notice that will be sent to the PAGA Employees with payment after
20 the Court enters a Judgement on its Order Approving the PAGA Settlement. (Settlement, ¶
21 1.21.)

22 9. Before the Settlement, Plaintiff's counsel conducted an investigation into the claims
23 alleged by Plaintiff, conducted legal research, and engaged in informal discovery. Based upon the
24 information obtained through discovery, Plaintiff's counsel was able to act intelligently and
25 effectively in negotiating the proposed Settlement.

26 **Assessment of Amount in Controversy and Risks of Continued Litigation**

27 10. Plaintiff and my firm remain confident of the merits of Plaintiff's claims. Plaintiff's
28 allegation that Defendant failed to pay Plaintiff and the aggrieved employees all of their owed

wages is based on Defendant's failure to: 1) pay employees for work performed "off-the-clock;" and 2) include non-discretionary remuneration (i.e., bonuses) in the regular rate of pay for overtime purposes. Although present on the face of the records, Defendant contends that any bonuses issued to employees were entirely discretionary, and therefore, did not need to be included in the regular rate of pay for purposes of calculating the overtime rate. (*See* 29 C.F.R. §§ 778.208, 778.211 [excluding "discretionary" bonuses from the regular rate]; *see also* DLSE Manual § 49.1.2.4(3) [bonuses are discretionary, and therefore excludable, if "both the fact that payment is to be made and the amount of the payment" are discretionary].) With respect to the meal period allegation, Plaintiff alleges that Defendant did not have fully compliant written meal period policies and had illegal blanket meal period waivers. Although Plaintiff contends that this allegation is meritorious, there is risk with this underlying claim as Defendant is expected to argue that any non-compliance on the part of employees was isolated, voluntary and requires individual inquiry. With respect to the rest period allegation, Plaintiff contends that employees, including herself, were not provided with California-compliant rest periods, as employees were required to remain on-site during rest periods and were discouraged by their supervisors from taking rest periods. Again, despite Plaintiff's contention that this allegation is credible, proving rest period allegations is particularly difficult because rest periods do not have to be recorded and Defendant is expected to argue that any non-compliance is isolated, that the aggrieved employees chose to voluntarily forego their rest periods, and that determination of actual violations requires individual inquiry. With respect to the unreimbursed business expenses allegation, Plaintiff alleges that Defendant required her and the other aggrieved employees to use their cellphones to communicate with supervisors and other employees and to purchase uniform items such as company shirts without being reimbursed. Defendant disputes this claim based on the fact that they provided employees with all the necessary tools required for the performance of their duties and as such, any additional tools purchased by employees were not truly necessary.

11. With regard to Plaintiff's wage statement claim, Defendant argues that the wage statements issued to employees meet the requirements of Labor Code § 226(a). Defendant also maintains that any alleged wage statement violation could not be shown to be "knowing and

1 intentional,” and that Plaintiff cannot show that he or any other employee “suffer[ed] injury” as a
2 result of the alleged wage statement violations, as required by Labor Code § 226(e) for the
3 imposition of penalties.

4 12. Plaintiff believed there was a legitimate risk of the Court significantly reducing
5 penalties given the technical nature of the alleged violations. Without this settlement, the Parties
6 face preparation for trial, as well as extensive formal discovery efforts and further depositions. As
7 a result, the Parties would incur considerably more attorneys’ fees and costs through trial. This
8 settlement avoids those risks and the accompanying expense. Thus, this factor favors settlement
9 approval.

10 13. My expert determined that there were 15,312 pay periods during the relevant time
11 period which presented issues with regard to unpaid wages, meal period violations, rest period
12 violations, and unreimbursed business expenses. Applying the \$100 “initial violation” penalty for
13 each of these pay periods, Defendant’s maximum potential PAGA exposure is \$1,531,200.00
14 (based on 15,312 pay periods). However, Defendant’s contention that the underlying allegations
15 lacked merit and Defendant’s mitigation efforts such as payment of meal period premiums, led to
16 Plaintiff discounting this maximum exposure by 75% to account for the risk of not prevailing on
17 the merits and the Court’s discretion in reducing penalties, for a total of \$306,240.00.

18 14. Using these estimated figures, Plaintiff predicted that the realistic total potential
19 recovery for the PAGA Employees and the LWDA would be approximately \$306,240.00. The
20 proposed Settlement of \$295,000.00 therefore represents 77.1% of Plaintiff’s reasonably
21 forecasted total recovery. In this case, continued litigation would delay payment to the LWDA
22 and the PAGA Employees as they await trial and, most likely, appellate proceedings. Furthermore,
23 while Plaintiff is confident in the merits of the case, a legitimate controversy exists as to each of
24 the predicate Labor Code violations. The possibility that the Court finds no liability at the PAGA
25 bench trial is also a risk. In sum, when the risks of litigation, the burdens of proof necessary to
26 establish liability, and the probability of appeal of a favorable judgment are balanced against the
27 merits of Plaintiff’s claims, it is clear that the settlement amount is fair. Further, because of the
28 proposed Settlement, the PAGA Employees will receive timely, guaranteed relief and will avoid

the risk of an unfavorable judgment. Plaintiff also recognizes that proving the amount of PAGA penalties due to each employee would be an expensive, time-consuming, and uncertain proposition.

15. If the Court approves the terms of the Settlement, each aggrieved employees' payment will average approximately \$78.20 and approximately \$121,519.64 will go to the LWDA. In reality, some employees will likely receive more, and others may receive less depending on the length of their employment with Defendant.

PAGA Representative Service Payment

16. The Settlement provides for a Service Payment to Plaintiff in an amount not to exceed \$7,500.00. (Settlement, ¶ 3.2.1.) The requested service award is intended to recognize: (1) the substantial time and effort that Plaintiff has expended on behalf of the State and aggrieved employees; (2) the risks faced by Plaintiff as a result of bringing this action; (3) the fact that Plaintiff 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 Plaintiff's actions.

17. Plaintiff has spent numerous hours performing tasks for this case, 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 Defendant and settlement documents; keeping informed of the developments in the case; and participating in decisions concerning the case, including settlement. As a result of her efforts, the LWDA and about 518 aggrieved employees will receive compensation for civil penalties for underpaid wages and other wage and hour violations.

18. Plaintiff put herself at significant risk in pursuing this action on behalf of the State, as serving as a Plaintiff in a representative action could affect her prospects for future employment. Plaintiff also placed herself at substantial risk because, if Defendant was to prevail in this action, Plaintiff could be liable for Defendant's costs and attorneys' fees.

19. In short, this action would not have been possible without the aid of Plaintiff, who put her own time and effort into this litigation, sacrificed the value of her individual claims by entering into a general release of all known and unknown claims, and placed herself at risk for the

sake of the State and the allegedly aggrieved employees.

Attorneys' Fees And Costs

20. The Settlement provides for a payment of attorneys' fees in the amount of \$98,333.33 and up to \$25,000.00 in costs to Plaintiff's counsel. As of the filing date, Plaintiff's counsel's total lodestar is \$114,425, which is based upon 156 hours of attorney time at customary hourly rates. In addition, Plaintiff's counsel incurred \$21,090.49 in litigation costs. Plaintiff's counsel was required to expend the funds prosecuting this case to a successful resolution on, among other things, court filing fees, document service, postage, and copying. Because these costs are reasonable, Plaintiff's counsel respectfully requests that the Court approve the payment. Under these circumstances, Plaintiff's counsel is requesting a lodestar of about \$114,425. Thus, Plaintiff's request for \$98,333.33 in attorneys' fees and costs is reasonable under the lodestar method.

21. The efforts expended by Plaintiff's counsel to achieve this excellent result include, but are not limited to, the following: interviews with Plaintiff and review of documents provided by Plaintiff and Defendant; preparing and revising the Complaint; filing of the PAGA complaint; investigating and researching the claims; analyzing the timekeeping and payroll records produced by Defendant in advance of mediation; preparing a mediation brief; participating in mediation; drafting, negotiating, and revising the Settlement Agreement; communicating with the proposed Settlement Administrator; and drafting this Motion and supporting papers.

22. The regular and customary practice at Wilshire Law Firm, PLC is for all attorneys to maintain contemporaneous time records setting forth the amount of time spent (rounded to the nearest 0.1 hour) on each task in each case, with explanatory descriptions of each task performed. My colleagues and I followed this practice throughout this litigation. To calculate my firm's lodestar for this case, I reviewed the time records and exercised discretion in eliminating excessive entries. Using these time records, my office derived the following summary chart of timekeeping activities of the attorneys working on this case:

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Attorney	Hours	Rate	Lodestar
Benjamin H. Haber	49	\$850	\$41,650
Daniel J. Kramer	56	\$775	\$43,400
Bradford Smith	18	\$575	\$10,350
Justin F. Marquez (former)	10	\$1,500	\$15,000
Rebecca Padilla	23	\$175	\$4,025
Total:			\$114,425

23. There are additional hours devoted by me (and by my colleagues) to this litigation that are not reflected in Plaintiff's Counsel's request for attorneys' fees.

24. We can provide complete, detailed 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.

25. Additional time will be required by Plaintiff's Counsel to monitor the settlement and respond to inquiries and oversee administration of the settlement and distribution of the fund. I estimate that my office will commit no less than 10 hours to those tasks and have included those hours above.

26. As of the drafting of this Motion, my office has incurred \$21,090.49 in expenses litigating this action. These expenses were reasonably necessary to the litigation and were actually incurred by my office. They should be reimbursed in full, up to the maximum amount allowed in the Settlement Agreement. Attached as **Exhibit 3** to this declaration is a breakdown of costs incurred by my office. Additionally, we anticipate incurring \$300.00 in anticipated future costs for filing fees, messenger costs, and copying costs following the Court's Order re: Plaintiff's Motion to Approve PAGA Settlement, including preparing a compliance distribution report for the court, and request reimbursement of such as well for a total of \$21,390.49 in requested reimbursement.

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Plaintiff's Counsel's Experience

27. Wilshire Law Firm, PLC 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 over 100 attorneys and over 600 employees. Wilshire Law Firm, PLC is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California.

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

29. I graduated from the University of California, Los Angeles, with a Bachelor of Arts in Political Science, and received my Juris Doctor from the University of California, Hastings College of the Law in 2016. During law school, I was a member of the executive board for the *Hastings Law Journal*; a student mediator at the San Francisco Superior Court, Small Claims Division; and a managing editor for *SCOCAblog*, which continues to be a leader in providing substantive coverage on the California Supreme Court and relevant cases before the court. Since graduating from law school, I have focused my legal work primarily on wage-and-hour litigation and have helped obtain dozens of settlements on behalf of tens of thousands of workers in California. I was also selected as a "Southern California Rising Star" in 2024 and 2025.

30. From 2017 to 2020, I worked for a prominent plaintiffs' firm where I prosecuted wage-and-hour cases throughout California. In 2020, I joined Wilshire Law Firm as an associate attorney and was tasked with managing cases and teams beginning in 2021. I have since been appointed as class counsel in numerous wage-and-hour cases throughout California. Below is a non-exhaustive list of cases where I was appointed as class counsel:

- a. *Colter v. Propulsion Controls Engineering*, San Diego County, Case No. 37-2020-00030682-CU-OE-CTL; Motion for Final Approval granted on October 28, 2022.
- b. *Rodriguez v. Modesto Restaurant Group, LLC*, Stanislaus County, Case No. CV-

- 21-000269; Motion for Final Approval granted on January 10, 2023.
- c. *Kingsbury v. Caravan Foods II, Inc.*, Alameda County, Case No. RG21096357; Motion for Final Approval granted on January 31, 2023.
- d. *Frias-Estrada v. Trek Retail Corporation*, Contra Costa County, Case No. MSC20-01916; Motion for Final Approval granted on March 3, 2023.
- e. *Varez v. Valley Connection, LLC dba Carl's Jr.*, Merced County, Case No. 22CV-00985; Motion for Final Approval granted on April 27, 2023.
- f. *Reyes v. Everytable, PBC, et al.*, Los Angeles County, Case No. 21STCV35987; Motion for Final Approval granted on May 3, 2023.
- g. *Cruz-Sanchez v. Eagle Lath & Plaster, Inc.*, Sacramento County, Case No. 34-2021-00293739-CU-OE-GDS; Motion for Final Approval granted on May 30, 2023.
- h. *Garduno v. New Generation Framing, Inc., et al.*, Stanislaus County, Case No. CV-21-000544; Motion for Final Approval granted on August 11, 2023.
- i. *Hernandez, et al. v. Burford Farming Company, Inc.*, Fresno County, Case No. 21CECG03817; Motion for Final Approval granted on August 21, 2023.
- j. *Barajas v. Final Phase Construction, Inc.*, San Bernardino County, Case No. CIVSB2118622; Motion for Final Approval granted on September 13, 2023.
- k. *Jaimes, et al. v. Infiniti Health LLC*, Los Angeles County, Case No. 22STCV07261; Motion for Final Approval granted on October 17, 2023.
- l. *Nunez v. Gabriel Container*, Los Angeles County, Case No. 21STCV09787; Motion for Final Approval granted on November 2, 2023.
- m. *Gutierrez v. Next Level Door & Millwork, Inc.*, Riverside County, Case No. CVRI2105455; Motion for Final Approval granted on January 11, 2024.
- n. *Lupercio v. Western CNC, Inc.*, San Diego County, Case No. 37-2021-00010314-CU-OE-CTL; Motion for Final Approval granted on January 26, 2024.
- o. *Jackson, et al. v. Apple Valley Communications, Inc., et al.*, San Bernardino County, Case No. CIVSB2124721; Motion for Final Approval granted on February 1, 2024.
- p. *Cuadras, et al. v. Guinn Corporation*, Kern County, Case No. BCV-21-101520;

Motion for Final Approval granted on February 22, 2024.

q. *Canton, et al v. John B. Sanfilippo & Sons, Inc.*, Merced County, Case No. 22-CV-01145; Motion for Final Approval granted on March 15, 2024.

r. *Williams v. Total Longterm Care, Inc., et al.*, San Bernardino County, Case No. CIVSB2213347; Motion for Final Approval granted on April 2, 2024.

s. *Espinoza v. Delallo's Italian Foods, Inc.*, Butte County, Case No. 21CV02640; Motion for Final Approval granted on April 24, 2024.

t. *Meza v. Argus Management Company, LLC, et al.*, Los Angeles County, Case No. 21STCV31612; Motion for Final Approval granted on May 20, 2024.

u. *Wade v. Mallory Safety and Supply LLC*, Siskiyou County, Case No. 23CV00951; Motion for Final Approval granted on July 11, 2024.

v. *Abarca-Rueda, et al. v. Foley Family Wines, Inc., et al.*, Sonoma County, Case No. S-CV-268148; Motion for Final Approval granted on August 21, 2024.

w. *Aguilar v. American Pasteurization Company, Inc., et al.*, Sacramento County, Case No. 34-2021-00312027-CU-OE-GDS; Motion for Final Approval granted on September 3, 2024.

x. *Hayes, et al. v. Gonzales Park, LLC, et al.*, Butte County, Case No. 21CV02456; Motion for Final Approval granted on May 1, 2024.

y. *Arias v. The Shyft Group GTB, LLC, et al.*, Los Angeles County, Case No. 22STCV37390; Motion for Final Approval granted on December 3, 2024.

z. *Hernandez v. KW California, et al.*, Kern County, Case No. BCV-23-100346; Motion for Final Approval Granted on December 4, 2024.

31. Daniel J. Kramer is an eighth-year Senior Attorney at Wilshire Law Firm, PLC. He was admitted to practice law in the State of California and the Central, Eastern, Southern, and Northern Districts of California. He graduated from Stanford University with a Bachelor of Arts in History and Political Science, and received his Juris Doctor from Loyola Law School, Los Angeles in 2016. During law school, he was a research editor for the Loyola of Los Angeles International and Comparative Law Review. Before joining Wilshire Law Firm, he practiced

briefly at a firm that focused on municipal law and code enforcement and then moved to a respected plaintiff-side firm to practice wage and hour class action litigation. He has several years of work experience litigating wage and hour class actions.

32. Bradford Smith is a Law and Motion Attorney at Wilshire Law Firm. He graduated from the University of California, Irvine with a Bachelor of Arts in History and received his Juris Doctor from Loyola Law School, Los Angeles in 2022. He was admitted to practice law in the State of California in 2022. Before joining Wilshire Law Firm, he worked at a law firm specializing in insurance defense litigation. His focus now is on wage and hour class action litigation. His current contingent billing rate for this case is \$575 per hour.

33. Justin F. Marquez is a former Senior Partner at Wilshire Law Firm who was actively involved in the litigation and resolution of this matter from its inception through December 2024. He graduated from University of California, Los Angeles's College Honors Program in 2004 with Bachelor of Arts degrees in History and Japanese, *magna cum laude* and *Phi Beta Kappa*. His practice focused primarily on advocating for the rights of consumers and employees in class action litigation and appellate litigation. He received numerous awards for his legal work: from 2017 to 2020, Super Lawyers selected him as a "Southern California Rising Star," and from 2022 to 2025, he was selected as a "Southern California Super Lawyer"; he was selected as one of the "Best Lawyers in America" from 2023 to 2025; and in 2024, he, along with his colleagues at Wilshire Law Firm, received a CLAY (California Lawyer Attorneys of the Year) award for their work on a false advertising case against Apple which ultimately led to a \$25 million settlement. He also was selected to speak at multiple CELA conferences throughout his career – in 2019, he spoke on the topic of manageability of class actions at CELA's 2019 Advanced Wage & Hour Seminar, and in 2024, he spoke on the topic of dealings with multiple cases against the same defendant at CELA's 2024 Advanced Wage & Hour Seminar. He served as lead or co-lead in negotiating class action settlements worth over \$10 million in gross recovery to class members for each year since 2020, including over \$37.5 million in 2022 and over \$75 million in 2023. Mr. Marquez departed Wilshire Law Firm in December 2024, at which point his contingent hourly rate for this case was \$1,500. His hourly rate had been approved by numerous state and federal courts:

- a. On January 11, 2024, the Hon. Laurel Beeler of the United States District Court, Northern District of California approved his \$1,500 hourly rate when she granted final approval of the class action settlement in *Suarez v. Bank of America, N.A.* (N.D. Cal. Jan. 11, 2024), No. 18-cv-01202-LB, 2024 WL150721, *3 (“As for the lodestar cross-check, the billing rates are normal and customary for timekeepers with similar qualifications and experience in the relevant market.”)
- b. On December 8, 2023, the Hon. Marcella O. McLaughlin of the San Diego County Superior Court approved his \$1,500 hourly rate when she granted final approval of the class action settlement in *Payabyab v. Bridge Hospice, LLC*, Case No. 7-2021-00046218-CU-OE-CTL.
- c. On January 11, 2024, the Hon. Harold Hopp of the Riverside County Superior Court approved his \$1,500 hourly rate when he granted final approval of the class action settlement in *Gutierrez v. Next Level Door & Millwork, Inc.*, Case No. CVRI2105455.
- d. On January 26, 2024, the Hon. Loren G. Freestone of the San Diego Superior Court approved his \$1,500 hourly rate when he granted final approval of the class action settlement in *Lupercio v. Western CNC, Inc.*, Case No. 37-2021-00010314-CU-OE-CTL.
- e. On February 1, 2024, the Hon. Joseph T. Ortiz of the San Bernardino Court approved his \$1,500 hourly rate when he granted final approval of the class action settlement in *Jackson, et al. v. Apple Valley Communications, Inc.*, et al., Case No. CIVSB2124721.
- f. On May 7, 2024, the Hon. Yvette Palazuelos approved his \$1,500 hourly rate when she granted final approval of the class action settlement in *Meza v. Argus Management Company, LLC, et al.*, Case No. 21STCV31612.

34. Plaintiff’s Counsel elected to bear the contingency risk of this litigation for the benefit of the aggrieved employees, as well as for the State of California (who elected not to take

1 the case after receiving the PAGA notice).

2 35. The risk to my office has been very significant, particularly if we would not be
3 successful in pursuing this class action. In that case, we would have been left with no compensation
4 for all the time taken in litigating this case. Indeed, we have taken on a number of class action
5 cases that have resulted in thousands of attorney hours being expended and ultimately having
6 certification denied or the defendant company going bankrupt. The contingent risk in these types
7 of cases is very real and they do occur regularly. Furthermore, we were precluded from focusing
8 on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

9 36. In the high-risk, high-cost practice of class action and PAGA litigation, Wilshire
10 Law Firm, PLC has endured financial losses in several of its cases. I believe that the particular
11 risk of taking on this high-cost, high-risk case supports an upward adjustment of the lodestar
12 calculation.

13 37. Because most individuals cannot afford to pay for representation in litigation on an
14 hourly basis, Wilshire Law Firm, PLC represents all of its employment law clients on a
15 contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless
16 we prevail at trial or successfully settle our clients' cases. Because Wilshire Law Firm, PLC is
17 taking the risk that we will not be reimbursed for our time unless our client settles or wins his or
18 her case, we cannot afford to represent an individual employee on a contingency basis if, at the
19 end of our representation, we receive less than the amount of attorneys' fees negotiated with
20 defendant. It is therefore essential that we recover our requested fees when we settle cases if we
21 are to remain in practice so as to be able to continue representing other individuals in civil rights
22 employment disputes.

23 38. I am informed and believe that the efforts of my office have resulted in substantial
24 benefits to the aggrieved employees and the State of California. Through the efforts of my office
25 and Plaintiff in this case, a fair and reasonable resolution has been reached. I am informed and
26 believe that, without the efforts of my office, the Labor Code and Wage Order violations alleged
27 in the complaint would have gone completely unremedied. The attorneys' fees award provided for
28 in the settlement is therefore reasonable given the result achieved.

39. The Parties propose using Phoenix Settlement Administrators to administer the Settlement. The Settlement Administrator Costs in the amount of \$10,000.00 are reasonable, given the tasks to be performed by the Settlement Administrator, including, but not limited to, the following duties: mailing and re-mailing (if necessary) checks to approximately 518 PAGA Employees and the LWDA; establishing a Qualified Settlement Fund; preparing and submitting to PAGA Employees and government entities all appropriate tax filings and forms; distributing the PAGA Representative Service Payment 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 the California Controller's Unclaimed Property Fund. Plaintiff respectfully requests that the Court approve the requested costs. A true and correct copy of Phoenix Settlement Administrator's estimate for administration costs is attached to this Declaration as Exhibit 4.

40. Rebecca Padilla is a Paralegal at Wilshire Law Firm with seven years of experience working at law firms, including over three years of experience working on class action cases. She is a graduate of the California State University, Northridge with a Bachelor of Science degree in Business Administration – Business Law. Her current contingent billing rate for this case is \$175 per hour.

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 March 7, 2025, at Los Angeles, California.


Benjamin H. Haber

Exhibit 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Elizabeth Garcia (“Plaintiff”) and defendant Giant Inland Empire RV Center, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.” The Parties agree that the Agreement will be submitted to the Labor and Workforce Development Agency at the same time that it is submitted to the Court.

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Elizabeth Garcia v. Giant Inland Empire RV Center*, Case No. CIVSB2209435, initiated on May 6, 2022, and pending in Superior Court of the State of California, County of San Bernardino.
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “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. The Administration Expenses Payment is estimated to be \$5,750.00.
- 1.4. “Aggrieved Employee” means all persons employed by Defendant in California and classified as a non-exempt or hourly-paid employee who worked for Defendant during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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.
- 1.7. “Court” means the Superior Court of California, County of San Bernardino.
- 1.8. “Defense Counsel” means Michael F. Klein and Jon C. McNutt of Musick, Peeler & Garrett LLP.
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment assuming no appeal is filed; or (b) if a timely appeal is

filed, the date of final resolution of that appeal (including any requests for rehearing and/or petitions for writs of certiorari) resulting in final judicial approval of the Settlement.

- 1.10. "Gross Settlement Amount" means \$295,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Representative Service Award, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.
- 1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. "Judgment" means the judgment entered by the Court based upon the Approval Order.
- 1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Representative Service Award, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments and the LWDA PAGA Payment.
- 1.16. "PAGA Counsel" means Justin F. Marquez, Benjamin H. Haber, and Daniel J. Kramer of Wilshire Law Firm, PLC, the attorneys representing the Plaintiff in the Action.
- 1.17. "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 Action.
- 1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.19. "PAGA Period" means the period from March 1, 2021 to April 29, 2024.
- 1.20. "PAGA Representative Service Award" means the payment to the PAGA Representative for initiating the Action and providing services in support of the Action.
- 1.21. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.22. "PAGA Notice" means Plaintiff's March 1, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

- 1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.24. "Plaintiff" means Elizabeth Garcia, the named plaintiff in the Action.
- 1.25. "Approval Order" means the Court Order Granting Approval of PAGA Settlement.
- 1.26. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.27. "Released Parties" means: Defendant and each of its past and present parents, subsidiaries, affiliates, associates, owners, divisions, related companies, business concerns, agents, , and each of them, and their respective past and present successors and predecessors in interest, and all of their respective past and present and future officers, directors, employees, shareholders, owners, members, administrators, fiduciaries, trustees, beneficiaries, agents, principals, heirs, assigns, representatives, accountants, auditors, consultants, insurers, and reinsurers.
- 1.28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.29. "Defendant" means named Defendant Giant Inland Empire RV Center, Inc.

2. RECITALS.

- 2.1. On March 1, 2022, Plaintiff commenced a class action lawsuit against Defendant, captioned *Elizabeth Garcia v. Giant Inland Empire RV Center*, Case No. CIVSB2203767, alleging wage and hour violations arising from Defendant's purported failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide legally compliant meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, failure to furnish accurate itemized wage statements, and failure to indemnify for necessary business expenditures (the "Wage and Hour Action").
- 2.2. On September 26, 2022, the Court approved the Parties' stipulation dismissing Plaintiff's class-related claims and compelling her individual wage and hour claims to arbitration.
- 2.3. On May 6, 2022, Plaintiff commenced this Action by filing a Complaint alleging a cause of action against Defendant for civil penalties under the Private Attorneys General Act ("PAGA") for Defendant's purported failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide legally compliant meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, failure to furnish accurate itemized wage statements, and failure to indemnify for necessary business expenditures. The Complaint is the operative complaint in the Action (the "Operative Complaint.") Defendant denies the allegations in the Operative

Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged. Defendant denies the allegations in the Action and the Wage and Hour Action, denies any failure to comply with the laws identified in in those lawsuits, denies any and all liability for the causes of action alleged, and denies the existence of any aggrieved employees.

- 2.4. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.5. On April 29, 2024, the Parties participated in an all-day mediation presided over by Hon. Daniel J. Buckley (Ret.) which led to this Agreement to settle the Action. The settlement was negotiated in light of all known facts and circumstances and the uncertainty associated with litigation, including the risk of Plaintiff not being able to maintain representative claims, the difficulty of proving Plaintiff's PAGA claims in a manageable trial, the merits of Defendant's potential defenses, and the significant delay and potential appellate issues inherent to litigation.
- 2.6. Prior to mediation, Plaintiff obtained, through informal discovery, a sampling of time and pay records for the Aggrieved Employees, as well as documents that described Defendant's policies and procedures during the PAGA Period.
- 2.7. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Subject to the terms and conditions of this Agreement, Defendant promises to pay \$295,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. 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.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:
 - 3.2.1. To PAGA Representative Plaintiff: PAGA Representative Service Award to Plaintiff of not more than \$7,500 (in addition to any Individual PAGA Payment the Plaintiff is entitled to receive as an Aggrieved Employee). Defendant will not oppose Plaintiff's request for a PAGA Representative Service Award that does not exceed this amount. If the Court approves a PAGA Representative Service Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Service Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the PAGA Representative Service Award.

3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33 and 1/3% which is currently estimated to be \$98,333.33 and PAGA Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$10,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount to be paid from the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates there are 558 Aggrieved Employees who worked a total 16,548 of PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 21 days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data

only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data. No identifying information or contact information is to be forwarded to Plaintiff's counsel for any aggrieved employee.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all PAGA Representative Service Award, Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, and PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. 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. 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. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. The Administrator will include with each Individual PAGA Payment check a Notice of PAGA Settlement and Release of Claims, a copy of which will first be submitted to the Court for approval along with the Parties' Stipulation, Motion and/or Application for Settlement Approval, informing the recipient of the scope of the released claims, and as to the recipient's responsibility, for any taxes payable on the amount received.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned 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.

4.4.3. For any Aggrieved Employee who's 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.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release")), including, but not limited to, the following:

- (a) Any claims for unpaid wages (including minimum, regular, and overtime wages), untimely wage payments both during and at the end of employment, non-compliant meal periods, non-compliant rest periods, non-compliant wage statements, non-compliant recordkeeping, unpaid commissions and bonuses, unpaid vacation, failure to pay sick leave, failure to pay meal or rest period premiums, failure to pay the regular rate of pay, failure to for accrued vacation time, unlawful deduction of wage, and claims for interest, penalties (including but not limited to waiting time penalties), or premiums in connection therewith, as well as any claims under the Fair Labor Standards Act, the California Labor Code, California Industrial Welfare Commission Wage Orders, Prevailing Wage Determinations made by the Director of Industrial Relations, and corresponding California Code of Regulations;
- (b) Any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages; and
- (c) Any and all other claims under California common law, the California Labor Code including but not limited to the Private Attorneys General Act, the Fair Labor Standards Act, California Industrial Welfare Commission Wage Orders, Prevailing Wage Determinations made by the Director of Industrial Relations, corresponding California Code of Regulations, and the California Business and Professions Code.

Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the

facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: 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.

5.1.2. Within 14 days of the Effective Date, Plaintiff will issue with the Court a request to dismiss the Wage and Hour Action.

5.2. Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice, including, but not limited to, alleged violations of Labor Code sections 201-204, 226, 510, 512, 1174, 1174.5 1194, 1198, and 2802, any claims for civil penalties based on Defendant's alleged failure to pay minimum, straight time, and overtime wages, failure to provide legally compliant meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, failure to provide accurate itemized wage statements, failure to indemnify employees for expenditure, and unfair business practices.

5.3. Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA

Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2. Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator. Should the Court require a noticed motion, the Parties are jointly responsible for expeditiously filing such within 30 days after any such Court order or stated requirement and, if necessary, obtaining a prompt hearing date for any motion and appearing in court to advocate for any motion.
- 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are approximately 558 Aggrieved Employees who worked 16,548 Pay Periods during the PAGA Period. In the event that the actual number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period increases by more than 10% (or 1,654 PAGA Pay Periods) then Defendant shall increase the Gross Settlement Amount on a proportional basis in excess of ten percent (i.e., if there were an eleven percent (11%) increase in the number of PAGA Pay Periods, then Defendant will increase the Gross Settlement Amount by 1%). In the event Defendant is required to increase the Gross Settlement Amount under this Paragraph, Defendant agrees to fund the remaining balance within 14 days of receiving notice from the Administrator that that the actual number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period is more than 10% larger than the estimated 16,548 Pay Periods.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, pursuant to California Code of Civil Procedure § 664.6, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1. 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not

approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's 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).

- 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, 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.
- 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. Aside from the Gross Settlement Amount, in the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5. 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.
- 10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.13. 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.
- 10.14. 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 date or deadline shall be on the first business day thereafter.
- 10.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Justin F. Marquez (justin.marquez@wilshirelawfirm.com)
Benjamin H. Haber (benjamin@wilshirelawfirm.com)
Daniel J. Kramer (daniel.kramer@wilshirelawfirm.com)
Wilshire Law Firm, PLC
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010
Telephone: (213) 784-3830
Facsimile: (213) 381-9989

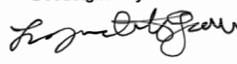
To Defendant:

Michael F. Klein (m.klein@musickpeeler.com)
Jon C. McNutt (j.mcنutt@musickpeeler.com)
Musick, Peeler & Garrett LLP
333 South Hope Street, Suite 2900
Los Angeles, California 90071-3048
Telephone: (213) 629-7674
Facsimile: (213) 624-1376

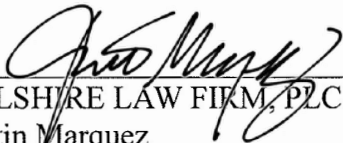
10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: 8/17/2024

DocuSigned by:

36599FCB3130430
Elizabeth Garcia
Plaintiff

Dated: 8/17/2024


WILSHIRE LAW FIRM, PLC
Justin Marquez
Benjamin Haber
Daniel Kramer
Attorneys for Plaintiff

Dated: 8-5-2024

By: 
Title: CFO
Giant Inland Empire RV Center, Inc.

Dated:


MUSICK, PEELER & GARRETT LLP
Michael Klein
Barbora Pulmanova
Attorneys for Defendant

Exhibit 2

To: «FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

Enclosed please find a check in the amount of [INDIVIDUAL SETTLEMENT SHARE].

You are receiving this check in connection with a claim brought by a former employee ("Plaintiff") of Giant Inland Empire RV Center, Inc. ("Giant Inland RV") against Giant Inland Empire RV Center, Inc. ("Defendant"). The claim was filed in San Bernardino Superior Court under Case No. CIVSB2209435 (the "Action").

Plaintiff's claim against Defendants is for civil penalties pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), a law that allows Plaintiff to attempt to stand in the shoes of the government and to seek penalties on the government's behalf and on behalf of those employees who Plaintiff claims were "aggrieved" by Defendant's alleged unlawful conduct. Specifically, Plaintiff alleges that Defendants failed to comply with wage-and-hour laws as to non-exempt employees who worked for Giant Inland RV.

Defendant denies these claims and maintain that they fully complied with all applicable wage-and-hour laws. Nevertheless, to avoid further costs and uncertainty from further litigation, Defendants agreed to settle the matter. The settlement covers Defendant and each of its past and present parents, subsidiaries, affiliates, associates, owners, divisions, related companies, business concerns, agents, and attorneys, and each of them, and their respective past and present successors and predecessors in interest, and all of their respective past and present and future officers, directors, employees, shareholders, owners, members, administrators, fiduciaries, trustees, beneficiaries, agents, attorneys, principals, heirs, assigns, representatives, accountants, auditors, consultants, insurers, and reinsurers (all of whom are referred to here as the "Released Parties"). The Court has approved the settlement and release of claims described below. By settling this claim, Defendant and the Released Parties are not admitting they have done anything wrong, and they deny that they owe any penalties to the government or to you.

On [insert date] 2025, the settlement was approved by the Court. A portion of the settlement is being paid to the government and a portion is being paid to each non-exempt employee who worked for Giant Inland RV in California from March 1, 2021 to April 29, 2024 (the "Aggrieved Employees"). You are receiving a portion of the settlement because Defendants' records indicate that you worked for Defendants from March 1, 2021 to April 29, 2024 (the "Release Period") in one of those roles.

You will not be retaliated against for cashing the check. It is entirely up to you if you cash your check or not. Checks that are not cashed within 180 days of issuance shall be sent to the California State Controller's Office. Regardless of what you do with the check issued to you, by law and Court order, you have released the Released Parties from the released claims described below.

One hundred percent (100%) of your payment under this settlement will be considered penalties and will be reported to the IRS and state tax authorities.

This settlement forever bars you and other Aggrieved Employees, for the period spanning March 1, 2021 through April 29, 2024 from pursuing any legal claims and factual or legal theories/allegations that were pursued in the operative complaint in the Action, including but not limited to all of the following claims for civil penalties under PAGA for: (a) failure to pay all wages owed; (b) failure to authorize and permit meal periods; (c) failure to authorize and permit rest periods; (d) failure to pay wages timely during employment; (e) failure to maintain accurate, itemized payroll records; (f) failure to pay all wages earned and unpaid at separation; (g) failure to furnish accurate itemized wage statements; (h) failure to indemnify for necessary business expenses; and (i) any other claims or penalties under the wage and hour laws pleaded in the Action or primary rights pursued in the Action.

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 [insert], at the following phone number or address: [insert address and telephone number for Administrator's contact person]

Exhibit 3

Wilshire Law Firm, PLC
Transaction Detail by Account
All Transactions

2/18/2025
Accrual Basis

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Amount</u>	<u>Balance</u>
COS					
Mediation Fees					
	12/15/2023	06/06/52	Mediation Fee	8,950.00	8,950.00
Total MEDIATION FEES				8,950.00	8,950.00
Expert Fees					
	5/8/2024	11607	Expert Fees	3,280.00	3,280.00
Total EXPERT FEES				3,280.00	3,280.00
Legal Expenses					
	1/13/2022	845647063	Legal Research	42.82	42.82
	3/2/2022		PAGA	75.00	117.82
	4/6/2022	846130079	Legal Research	15.56	133.38
	6/26/2022	6/26/2022	Court Call - Remote Appearance Service	94.00	227.38
	10/4/2022	847129568	Legal Research	192.20	419.58
	1/11/2023	847619313	Legal Research	17.04	436.62
	4/26/2023	4/26/2023	Court Call - Remote Appearance Service	72.00	508.62
	7/7/2023	07.07.23	Court Call - Remote Appearance Service	72.00	580.62
	8/24/2023	08.24.23	Court Call - Remote Appearance Service	72.00	652.62
	3/27/2024	INV105671-01-01	Legal Research	1,435.00	2,087.62
	6/10/2024	850271793	Legal Research	188.13	2,275.75
Total LEGAL EXPENSES				2,275.75	2,275.75
Process Service Fees					
	3/28/2022	45362	Attorney Services	1,723.50	1,723.50
	4/26/2022	47068	Attorney Services	154.00	1,877.50
	6/7/2022	47357	Attorney Services	618.50	2,496.00
	6/10/2022	48344	Attorney Services	143.20	2,639.20
	6/15/2022	48390	Attorney Services	135.00	2,774.20
	6/22/2022	48683	Attorney Services	141.00	2,915.20
	6/27/2022	47097	Attorney Services	95.00	3,010.20
	7/1/2022	48527	Attorney Services	300.00	3,310.20
	8/24/2022	48378	Attorney Services	95.00	3,405.20
	9/21/2022	50864	Attorney Services	135.00	3,540.20
	9/27/2022	51178	Attorney Services	135.00	3,675.20
	9/27/2022	51177	Attorney Services	135.00	3,810.20
	2/3/2023	49863	Attorney Services	135.00	3,945.20
	2/3/2023	49862	Attorney Services	135.00	4,080.20
	2/8/2023		Attorney Services	3.50	4,083.70
	4/20/2023	58370	Attorney Services	135.00	4,218.70
	4/21/2023	58440	Attorney Services	159.95	4,378.65
	5/9/2023	59086	Attorney Services	135.00	4,513.65
	5/11/2023	59223	Attorney Services	108.00	4,621.65
	5/18/2023	59345	Attorney Services	95.00	4,716.65
	8/25/2023		Attorney Services	3.00	4,719.65
	12/18/2023	69030	Attorney Services	1,237.00	5,956.65
Total PROCESS SERVICE FEES				5,956.65	5,956.65
Other Costs					
	8/5/2024		Case Administration Fee for In-House Services	500.00	500.00
	1/12/2022	E-774249	Printing Cost	3.25	503.25
	3/1/2022	E-836041	Postage Cost	6.13	509.38
	3/1/2022	E-836040	Postage Cost	6.13	515.51
	3/2/2022	E-838334	Printing Cost	0.50	516.01
	3/2/2022	E-837773	Postage Cost	6.33	522.34
	3/2/2022	E-837771	Postage Cost	6.33	528.67
	6/13/2022	E-1198572	Printing Cost	8.00	536.67
	6/16/2022	E-2984626	Printing Cost	3.50	540.17
	6/22/2022	E-1468720	Printing Cost	7.25	547.42
	4/29/2024		Lunch during Mediation	78.78	626.20
	8/5/2024	E-3235707	Postage Cost	1.89	628.09
Total OTHER COSTS				628.09	628.09
TOTAL				21,090.49	21,090.49

Exhibit 4



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Aggrieved Members	550
Opt Out Rate	N/A
Opt Outs Received	
Total Aggrieved Claimants	550
Subtotal Admin Only	\$5,750.00

Not-to-Exceed Total \$5,750.00

For 550 Aggrieved Members

Pricing Good for Scope of Estimate Only

June 25, 2024

Case: Garcia v. Giant Inland Empire RV Center PAGA Administration wTranslation

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Justin Marquez

Firm: Wilshire Law Firm, PLC

Contact Number: (213) 381-9988, Ext. 345

Email: justin@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 550 Aggrieved 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	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$87.42	1	\$87.42
Call Center & Long Distance	\$2.00	13	\$26.00
NCOA (USPS)	\$125.00	1	\$125.00
Language Translation	\$200.00	1	\$200.00
Total			\$1,038.42

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	3	\$300.00
Data Merge & Duplication Scrub	\$0.20	550	\$110.00
Notice and Check Packet	\$2.00	550	\$1,100.00
Estimated Postage (up to 1 oz.)*	\$0.64	550	\$352.00
Total			\$1,862.00

* 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	\$75.00	2	\$150.00
Skip Tracing Undeliverables	\$1.50	83	\$123.75
Remail Notice Packets	\$1.50	83	\$123.75
Estimated Postage	\$0.61	83	\$50.33
Programming Undeliverables	\$50.00	1	\$50.00
Total			\$497.83

Database Programming

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$150.00	2	\$300.00
Case Manager	\$75.00	2	\$150.00
Total			\$450.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$75.00	2	\$150.00
Disbursement Review	\$75.00	2	\$150.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$50.00	1	\$50.00
Check Run Setup & Printing	\$100.00	3	\$300.00
Total			\$840.00

* 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	\$145.00	2	\$290.00
Remail Undeliverable Checks (Postage Included)	\$1.50	105	\$156.75
Case Associate	\$55.00	1	\$55.00
Reconcile Uncashed Checks	\$85.00	1	\$85.00
Conclusion Reports	\$50.00	1	\$50.00
Case Manager Conclusion	\$75.00	1	\$75.00
Final Reporting & Declarations	\$100.00	1	\$100.00
QSF Annual Tax Reporting With Individual* (State Tax Reporting Included)	\$250.00	1	\$250.00
Total			\$1,061.75
* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.			
Estimate Total:			\$5,750.00



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.

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[illegible]

On March 7, 2025, I served the foregoing **DECLARATION OF BENJAMIN H. HABER IN SUPPORT OF PLAINTIFF'S MOTION TO APPROVE PAGA SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Barbara Pulmanova
b.pulmanova@musickeeler.com
MUSICK, PEELER & GARRETT LLP
 624 South Grand Avenue, Suite 2000
 Los Angeles, California 90017
 Telephone: (213) 629-7600
 Facsimile: (213) 624-1376

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

Executed on March 7, 2025, at Los Angeles, California.

1 PROOF OF SERVICE