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CROSNER LEGAL, PC
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Fax: (310) 510-6429

Attorneys for Plaintiff ADAN SERRANO

SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

ADAN SERRRANO, on behalf of the State of California, and others similarly situated and aggrieved,

Plaintiff,

v.

PORTERMATT ELECTRIC, INC., a California Corporation; and DOES 1-100, inclusive and DOES 1-100, inclusive,

Defendants.

Case No.: 30-2025-01480077-CU-OE-CX

Assigned for all purposes to
Hon. Layne H. Melzer
Dept. CX102

DECLARATION OF BRANDON BROUILLETTE IN SUPPORT OF MOTION FOR APPROVAL OF SETTLEMENT UNDER PRIVATE ATTORNEYS GENERAL ACT

Date: November 19, 2026
Time: 2:00 p.m.
Dept.: CX-102

DECLARATION OF BRANDON BROUILLETTE

I, BRANDON BROUILLETTE, Declare:

1. I am an attorney duly licensed to practice in California and before this Court, and I a partner with Crosner Legal, PC, counsel of record for plaintiff Adan Serrano. I make this declaration in support of Plaintiff's Motion for Approval of Settlement under the Private Attorneys General Act. If called to testify as to the within facts, I would and could competently do so.

2. Attached hereto as Exhibit 1 is a true and correct, fully-executed copy of Addendum to PAGA Settlement Agreement. Attached hereto as Exhibit 2 is a true and correct copy of the revised notice/cover letter to the Aggrieved Employees. Attached hereto as Exhibit 3 is a redline of the revised notice/cover letter. Attached hereto as Exhibit 4 is a true and correct copy of proof of submission of the revised settlement documents to the LWDA via its online portal. Attached hereto as Exhibit 5 is a redline of the revised [Proposed] Order submitted herewith.

3. I am unaware of any other pending cases that would overlap with the claims alleged in this case or that would impact the claims of the aggrieved employees in this case.

BACKGROUND

4. The Parties have met and conferred and determined that the Settlement Agreement's Escalator Clause has been triggered, as there are 18,141 pay periods in the PAGA Period, which exceeds the escalator limit by 39 Pay Periods. Attached hereto as Exhibit 6 is a true and correct copy of an email from Defendant's Counsel confirming that Defendant is electing to increase the Gross Settlement Amount, and the Parties agree on an increase of $568.62, calculated as follows: 18,141-18,102 = 39 pay periods * $14.58/pay period = $568.62.

.5. A true and correct copy of Plaintiff's confidential individual settlement agreement is being lodged herewith for the Court's in camera review.

6. Crosner Legal will not share in any attorney's fees awarded with any other attorney or law firm.

7. The Settlement Agreement has been revised to provide for the Court's continuing

jurisdiction under Code of Civil Procedure § 664.6.

FURTHER RISK ANALYSIS

8. As addressed in the moving papers, we estimated Defendant's maximum exposure as follows:

Unpaid Wages/Off the Clock

16,456 pay periods * 100% violation rate * $100/violation = $1,645,600

Unpaid Overtime

16,456 pay periods * 4.4% violation rate * $100/violation = $73,400

Unpaid Overtime/Regular Rate

16,456 pay periods * 18.1% violation rate * $100/violation = $297,700

Meal Violations

16,456 pay periods * 10.7% violation rate * $100/violation = $176,100

Expense Reimbursement

16,456 pay periods * 100% violation rate * $100/violation = $1,645,600

Wage Statement Violations

16,456 pay periods * 100% violation rate * $100/violation = $1,645,600

Final Wage Violations

179 former employees * 1 violation/employee * $100/violation = $17,900

9. We discounted these amounts as follows to account for Defendant's multi-layered procedural and merits defenses, and to account for the probability that the Court would ultimately reduce any penalties awarded.

10. On the unpaid and underpaid overtime wage claims, Defendant emphasized its timekeeping and payroll policies are fully compliant with California law, and that it captured and paid for all hours worked by its employees. Defendant further noted its policies strictly prohibited any off the clock work. Per Defendant any time spent getting from parking to the job site, even if carrying tools or equipment, was part of the employees' commute rather than compensable work time. Defendant also argued employees were not subject to employer control at that point and remained free to get a cup of coffee, make personal calls, etc. so long as they arrived at the job

site on time and ready to work. On the unpaid overtime issues, Defendant again pointed to its compliant time and payroll policies and argued many of the pay codes at issue did need to included in a regular rate calculation as they related to discretionary payments or expense reimbursement rather than intended as additional compensation. We applied an 80% risk discount to the off the clock claims, yielding a realistic exposure of about $329,000, and applied a further 50% discount to account for the probably that the Court would recued any penalties awarded, for a final risk-discounted exposure of about $164,500. On the regular rate overtime claim, we applied a 20% risk discount for potential exposure of about $58,720, followed by a 50% discount to account for the probable reduction in penalties by the Court, for a final risk-discounted exposure of about $29,360.

11. On Plaintiff's meal break claims, PorterMatt offered multiple defenses. First, it emphasized it authorized and permitted all necessary breaks, and that employees received full uninterrupted lunch periods as reflected in the time records. Defendant further maintained that, in light of its compliant policies, whether a class member missed a meal period, received a late meal period, or missed a rest break would have been aberrational and against company policy. Thus, per Defendant, these issues are not amenable to representative treatment since their resolution would require individualized inquiries as to why a break was missed or non-compliant. Defendant further argued that its meal break waivers were valid and enforceable, and that employees voluntarily and effectively waived their right to a second meal period on shifts of 10-12 hours. We applied a 50% risk discount to the meal break claims, yielding a realistic exposure of about $88,050, and applied a further 50% discount for the likelihood that the Court would reduce any penalties awarded, for a final risk-discounted exposure of about $44,025.

12. For Plaintiff's expense reimbursement claim, PorterMatt emphasized its written policies prohibited employees from using their own phones while on the clock and working, and there would be no need for employees to use their personal phones to communicate with supervisors at the job site. Per PorterMatt, any use of personal cell phones would have been purely for personal convenience and not reimbursable as a "necessary" business expense. Similarly, Defendant argued it would been very unusual for an employee to work at more than

one job site in a given shift and there would have few if any instances requiring mileage reimbursement for that alleged reason. We applied a 90% risk discount to these claims, yielding a realistic exposure of about $164,500, and applied a further 50% discount to account for the probability that the Court would recued any penalties awarded, for a final risk-discounted exposure of about $82,250.

13. On the alleged derivative violations of Labor Code § 226 (wage statement violations) and §§ 201-203 (waiting time penalties), both claims, since they are entirely derivative, will rise or fall along with the primary claims, in addition to being subject to "good faith" and other defenses available to Defendant. Accordingly, Plaintiff had to discount the value of these claims significantly in light of these multiple potential defenses. Defendant also contended a substantial discount should be applied to the civil penalties for these derivative (i.e., "stacked") violations, as it would be unfair to penalize Defendant multiple times for the same violation. We applied an 80% risk discount to the wage statement claims, yielding a realistic exposure of about $329,000, and applied a further 50% discount to account for the probably that the Court would reduce any penalties awarded, for a final risk-discounted exposure of about $164,500. We applied a 50% risk discount to the untimely final wage claims, yielding a realistic exposure of about $8,950, and applied a further 50% discount to account for the probability of a reduction by the Court would reduce the penalties awarded, for a final risk-discounted exposure of about $4,475.

14. For the alleged sick pay violations, Plaintiff alleged Defendant paid for sick pay at the base hourly wage rather than at the "regular rate of pay" and accordingly underpaid employees for their sick pay. Plaintiff's experts' analysis suggested about 1.3% of the pay periods at issue reflected underpaid sick pay, for maximum theoretical liability of about $21,400. As with the underpaid overtime/regular rate claim, we discounted these penalties by 20% based on Defendant's counter-arguments, and then applied a further 50% discount for the probable reduction by the Court to any penalties awarded. The final risk discounted value of this claim thus was about $8,560.

15. Although Plaintiff and I believe we could have prevailed, there was no such

guarantee. When the risks of overcoming a manageability defense, prevailing at trial on the merits on all claims, securing the maximum theoretical civil penalties, and appellate risks all are factored into the equation, the settlement value is reasonable and supported. Of course, to recover anywhere near the maximum penalties Plaintiff would have to shoot the moon and win both liability and secure maximum penalties on all claims for every single pay period at issue, which, for the reasons discussed, is unlikely. As addressed above, we estimated the risk-discounted exposure at about $497,670, accordingly the proposed settlement represents around 48% of the estimated recovery after trial. Given Defendant's various procedural and merits defenses, as well as the substantial penalty reductions ordered in the cases above – which occurred after trial – the proposed settlement is reasonable.

16. For the foregoing reasons, as well as those set forth in the moving papers, it is respectfully requested that the Court approve the settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 29, 2026, at Los Angeles, California.



Declarant

Exhibit 1

AMENDMENT TO
PAGA SETTLEMENT AGREEMENT

This Amendment to PAGA Settlement Agreement ("Amendment") is made by and between plaintiff Adan Serrano ("Plaintiff") and defendant PorterMatt Electric, Inc., ("Defendant"). This Amendment refers to Plaintiff and Defendant collectively as the "Parties."

The Parties hereby agreed to amend the PAGA Settlement Agreement to include section 10.18, as set forth below:

10.18 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to California Code of Civil Procedure section 664.6 for purposes of (i) enforcing this Agreement or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

Executed on 10 / 29 / 2026 By: _____
Plaintiff, Adan Serrano

CROSNER LEGAL, P.C.

Executed on 10/29/2026 By: _____
Brandon Brouillette
Attorneys for Plaintiff

Executed on _____ By: _____
Defendant, PorterMatt Electric, Inc.,

HIRSCHFELD KRAEMER LLP

Executed on _____ By: _____
Benjamin J. Treger
Attorneys for Defendant

Doc ID: 7daf3975cdf70aece4128f8d0e0095bbae2d675e

AMENDMENT TO
PAGA SETTLEMENT AGREEMENT

This Amendment to PAGA Settlement Agreement ("Amendment") is made by and between plaintiff Adan Serrano ("Plaintiff") and defendant PorterMatt Electric, Inc., ("Defendant"). This Amendment refers to Plaintiff and Defendant collectively as the "Parties."

The Parties hereby agreed to amend the PAGA Settlement Agreement to include section 10.18, as set forth below:

10.18 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to California Code of Civil Procedure section 664.6 for purposes of (i) enforcing this Agreement or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

Executed on _____ By: _____
Plaintiff, Adan Serrano

CROSNER LEGAL, P.C.

Executed on _____ By: _____
Brandon Brouillette
Attorneys for Plaintiff

Executed on 10/27/2026 By: _____
Defendant, PorterMatt Electric, Inc.,

HIRSCHFELD KRAEMER LLP

Executed on 10/29/2026 By: Benjamin J. Treger
Benjamin J. Treger
Attorneys for Defendant

Exhibit 2

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

You are receiving this Notice because you are entitled to money as a result of a court approved settlement in *Adan Serrano v. Portermatt Electric, Inc.*, Case No. 30-2025- 01480077-CU-OE-CXC (the "**Lawsuit**").

What is this case about?

In the Lawsuit, Plaintiff Adan Serrano asserted representative claims against Defendant Portermatt Electric, Inc. ("Defendant") on behalf of all current and former non-exempt employees who were employed by Defendant within the State of California ("Aggrieved Employees") from February 25, 2024 through April 27, 2026 (the "PAGA Period"). In the Lawsuit, Plaintiff alleged that Defendant failed to properly pay all minimum and overtime wages due, failed to provide meal and rest periods or compensation in lieu thereof, failed to provide accurate itemized wage statements, failed to reimburse business expenses, and failed to pay all wages owed upon termination to Plaintiff and the Aggrieved Employees during the PAGA Period, in violation of Labor Code sections 201-203, 208, 216, 221-223, 226, 226.7, 227.3, 245-248.6, 432.5, 432.6, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, 2810.5, and all applicable Wage Orders. Plaintiff sued for civil penalties under the California Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab. Code § 2698 et seq. Under PAGA, any recovery of civil penalties is shared between the LWDA, which gets 65% of the penalties recovered, and the allegedly aggrieved employees, who get 35% of the penalties recovered. Defendant contends that it compensates employees in full compliance with the law and denies each of the claims and contentions alleged by Plaintiff in the Lawsuit.

Plaintiff and Defendant reached a settlement which was reviewed and approved by the Court. Defendant's records show that you were employed by Defendant in a covered position during the PAGA Period. Accordingly, you are entitled to an Individual PAGA Payment based on your percentage share of pay periods during the Period.

What are the terms of the Settlement?

1. Individual PAGA Payments. The Gross Settlement Amount is $240,568.62. This amount includes an increase of $568.62 under the Settlement's escalator provision, based on the 18,141 pay periods that Aggrieved Employees worked during the PAGA Period. After deductions for attorneys' fees ($72,000.00), litigation costs ($18,438.15), and settlement administrator costs ($4,248.00), there is an estimated net settlement amount of $145,882.47. 65% of the Net Settlement Amount ($94,823.61) will go to the LWDA. The remaining 35% of the Net Settlement Amount ($51,058.86) will be distributed to the Aggrieved Employees in proportion to the number of pay periods that worked during the PAGA Period. The individual payments will be calculated by taking the total number of pay periods that occurred during the PAGA Period (18,141), dividing the 35% portion of the Net Settlement Amount ($51,058.86) by the total number of pay periods, and then multiplying the result by the number of pay periods each Aggrieved Employee worked during the PAGA Period.

2. Aggrieved Employees' Release. When Defendant funds the Settlement by depositing the Gross Settlement Amount with the Settlement Administrator, Plaintiff and all Aggrieved Employees will be forever barred from pursuing any and 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 PAGA Notice (the "Released Claims"). Even if you do not cash your settlement check, you will still be bound by the Release.

3. No Opt-Out Provision. Aggrieved Employees do not have the option or right to opt-out of this PAGA Settlement.

4. Payment /Tax Issues. The Individual PAGA Payments and other amounts awarded by the Court will be paid to the Settlement Administrator approximately 30 days after entry of the final judgment on _____, 2026. Checks for Individual PAGA Payments will be disbursed approximately 14 days after the funds are received by the Settlement Administrator. Checks for Individual PAGA Payments must be cashed within 180 days after they are issued, or else the funds they represent will go to the State of California in your name and held for your benefit. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. Neither Plaintiff nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement.

What should I do now?

You are automatically included in this Settlement. You may immediately deposit your enclosed settlement check and need not take any further action at this time.

Exhibit 3

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

You are receiving this Notice because you are entitled to money as a result of a court approved settlement in *Adan Serrano v. Portermatt Electric, Inc.*, Case No. 30-2025- 01480077-CU-OE-CXC (the "**Lawsuit**").

What is this case about?

In the Lawsuit, Plaintiff Adan Serrano asserted representative claims against Defendant Portermatt Electric, Inc. ("Defendant") on behalf of all current and former non-exempt employees who were employed by Defendant within the State of California ("Aggrieved Employees") from February 25, 2024 through April 27, 2026 (the "PAGA Period"). In the Lawsuit, Plaintiff alleged that Defendant failed to properly pay all minimum and overtime wages due, failed to provide meal and rest periods or compensation in lieu thereof, failed to provide accurate itemized wage statements, failed to reimburse business expenses, and failed to pay all wages owed upon termination to Plaintiff and the Aggrieved Employees during the PAGA Period, in violation of Labor Code sections 201-203, 208, 216, 221-223, 226, 226.7, 227.3, 245-248.6, 432.5, 432.6, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, 2810.5, and all applicable Wage Orders. Plaintiff sued for civil penalties under the California Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab. Code § 2698 et seq. Under PAGA, any recovery of civil penalties is shared between the LWDA, which gets 65% of the penalties recovered, and the allegedly aggrieved employees, who get 35% of the penalties recovered. Defendant contends that it compensates employees in full compliance with the law and denies each of the claims and contentions alleged by Plaintiff in the Lawsuit.

Plaintiff and Defendant reached a settlement which was reviewed and approved by the Court. Defendant's records show that you were employed by Defendant in a covered position during the PAGA Period. Accordingly, you are entitled to an Individual PAGA Payment based on your percentage share of pay periods during the Period.

What are the terms of the Settlement?

1. Individual PAGA Payments. The Gross Settlement Amount is $~~240,000.00~~240,568.62. This amount includes an increase of $568.62 under the Settlement's escalator provision, based on the 18,141 pay periods that Aggrieved Employees worked during the PAGA Period. After deductions for attorneys' fees ($~~84,000.00~~72,000.00), litigation costs ($~~20,000.00~~18,438.15), and settlement administrator costs ($4,248.00), there is an estimated net settlement amount of $~~131,752~~145,882.47. 65% of the Net Settlement Amount ($~~85,638.80~~94,823.61) will go to the LWDA. The remaining 35% of the Net Settlement Amount ($~~46,113.20~~51,058.86) will be distributed to the Aggrieved Employees in proportion to the number of pay periods that worked during the PAGA Period. The individual payments will be calculated by taking the total number of pay periods that occurred during the PAGA Period, dividing the 35% portion of the Net Settlement Amount ($~~46,113.20~~51,058.86) by the total number of pay periods, and then multiplying the result by the number of pay periods each Aggrieved Employee worked during the PAGA Period.

2. Aggrieved Employees' Release. When Defendant funds the Settlement by depositing the Gross Settlement Amount with the Settlement Administrator, Plaintiff and all Aggrieved Employees will be forever barred from pursuing any and 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 PAGA Notice (the "Released Claims"). Even if you do not cash your settlement check, you will still be bound by the Release.

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What should I do now?

You are automatically included in this Settlement. You may immediately deposit your enclosed settlement check and need not take any further action at this time.

Exhibit 4

Exhibit 5

SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

ADAN SERRRANO, on behalf of the State of California, and others similarly situated and aggrieved,

Plaintiff,

v.

PORTERMATT ELECTRIC, INC., a California Corporation; and DOES 1-100, inclusive,

Defendants.

Case No.: 30-2025-01480077-CU-OE-CX

Assigned for all purposes to:
Hon. Layne H. Melzer
Dept. CX102

[PROPOSED] ORDER GRANTING MOTION FOR APPROVAL OF SETTLEMENT UNDER PRIVATE ATTORNEYS GENERAL ACT AND JUDGMENT

~~Date: September 17, 2026~~
~~Time: 2:00 p.m.~~
~~Dept.: CX-102~~

~~Reservation No: 74869842~~

Under Labor Code section 2699(*l*)(2) of the Private Attorneys General Act of 2004 ("PAGA"), Plaintiff Adan Serrano's Motion for Approval of Settlement under PAGA came before the Court on a regularly noticed motion.

Plaintiff's Complaint seeks civil penalties on behalf of the State of California and similarly situated aggrieved employees (the "Aggrieved Employees"), as authorized by PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in Plaintiff's complaint and his letter to the Labor Workforce & Development Agency ("LWDA") dated February 11, 2025 (the "LWDA Notice"), on behalf of all current or former non-exempt employees that worked for Defendant PorterMatt Electric, Inc. ("Defendant") at any location in California at any time during the PAGA Period of February 25, 2024, through April 27, 2026.

Under PAGA, in any action brought by an aggrieved employee, the Court "shall review and approve any settlement of any civil action filed pursuant to this part." Labor Code section 2699(*l*)(2). Accordingly, the Court, having considered the proposed settlement set forth in the Parties' PAGA Settlement Agreement (and the Addendum thereto (together the "Settlement Agreement," and attached as Exhibit 1 hereto), including the proposed PAGA penalties under Labor Code section 2699(~~l~~s)(2) and having considered the papers filed in support of the proposed settlement and the arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

1. The Court finds the instant Action presents a good faith dispute of the claims alleged;

2. The Court finds in favor of settlement approval, and therefore approves the Settlement of the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other terms, as fair, reasonable, and adequate;

3. The Court finds further that Plaintiff, all Aggrieved Employees, including Plaintiff, 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 arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the

PAGA Notice dated February 11, 2025.

4. The Court finds further that Plaintiff timely served his Motion for Approval on the Labor and Workforce Development Agency in accordance with Labor Code section 2699(*l*)(2).

5. The Parties are directed to comply with all terms of the Settlement Agreement, and Defendant is directed to make all payments required by the Settlement Agreement;

6. Under the Settlement Agreement, and after application of the Settlement Agreement's Escalator Clause, Defendant agrees to pay the escalated amount of Two Hundred Forty Thousand Five Hundred Sixty Eight Dollars and ~~No~~Sixty Two Cents ($240,~~000.00~~568.62) (the "Gross Settlement Amount"). The Gross Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees, Attorney's Fees and Costs, and Administration costs. No portion of the Gross Settlement Amount will revert to Defendant. Plaintiff's Counsel requests an award of attorney's fees of $84,000.00 and reimbursement of actual litigation expenses of $18,438.15. Defendant does not oppose these requests. The Court finds the Gross Settlement Amount is fair, reasonable and adequate, and directs the Settlement Administrator to make the following payments from the Gross Settlement Amount:

a. $~~84~~72,000.00 in attorney's fees to Crosner Legal, PC, reduced from the requested amount;

b. $18,438.15 in litigation costs to Crosner Legal, PC; and

c. $4,248.00 in administration costs to Simpluris, Inc., which is approved by the Court as the Settlement Administrator.

7. After deducting the foregoing payments, the estimated remainder of approximately $~~133,313.85~~145,882.47 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i), the NSA will then be distributed 65 percent (approximately $~~86,654.00~~94,823.61) to the LWDA, and the remaining 35 percent (approximately $~~46,659.85~~51,058.86) to the Aggrieved Employees on a pro rata basis, as set forth in the Settlement Agreement. The Court approves these payments, and directs the Settlement Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice of PAGA Settlement (Exhibit 2 hereto~~, including its Spanish language translation~~), as set forth in the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement Agreement. Any unclaimed funds will be distributed to State Controller's Office Unclaimed Property Fund.

8. The Court sets a Compliance Hearing for ~~September 16~~November 18, 2027, at

2:00 pm in Department CX-102 of the Orange County Superior Court, 751 West Santa Ana Blvd., Santa Ana, California, 92701. Plaintiff is ordered to file a compliance report at least sixteen (16) court days before the Compliance Hearing.

9. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties under Code of Civil Procedure § 664.6 and California Rule of Court 3.769 (h) for the purpose of supervising implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED AND ADJUDGED.

Dated: _____

_____
Hon. Layne H. Melzer
Judge of the Superior Court

Exhibit 6

CROSNER LEGAL
PUBLIC INTEREST RIGHTS

Brandon Brouillette <bbrouillette@crosnerlegal.com>

Serrano v. PorterMatt - Escalator Clause Calculation

2 messages

Benjamin Treger <BTreger@hkemploymentlaw.com> Wed, Oct 28, 2026 at 10:46 AM
To: Brandon Brouillette <bbrouillette@crosnerlegal.com>

Brandon,

This email sets out the calculation under Paragraph 8 of the PAGA Settlement Agreement (the "Agreement") and the position of Defendant PorterMatt Electric, Inc. on the resulting increase to the Gross Settlement Amount. Capitalized terms have the meanings given to them in the Agreement.

1. PAGA Pay Period Count. Defendant's outside consultant reviewed Defendant's time and payroll records for the full PAGA Period, February 25, 2024 through April 27, 2026. Based on that review, Aggrieved Employees worked a total of **18,141** PAGA Pay Periods during the PAGA Period, counting each pay period in which an Aggrieved Employee worked at least one day (Agreement, para. 1.20).

2. Escalator Threshold. Paragraph 8 provides that the Gross Settlement Amount increases only if the number of PAGA Pay Periods exceeds Defendant's estimate of 16,456 by more than 10%. Ten percent above 16,456 is 18,101.6, which Paragraph 8 states as 18,102.

3. Calculation of the Increase. Paragraph 8 values each pay period at $14.58 ($240,000 divided by 16,456) and applies that amount to each pay period over 18,102:

Pay periods over threshold: *18,141 - 18,102 = 39*

Increase: *39 x $14.58 = $568.62*

4. Revised Gross Settlement Amount. With the increase, the Gross Settlement Amount is $240,568.62 ($240,000.00 + $568.62).

5. Defendant's Election. Defendant elects to pay the $568.62 increase as provided in Paragraph 8, rather than seek to shorten the PAGA Period to avoid triggering the escalator. The PAGA Period and the Released PAGA Claims therefore remain as defined in the Agreement. The increase becomes part of the Gross Settlement Amount, will be allocated and distributed in accordance with the Agreement, and will be funded together with the rest of the Gross Settlement Amount within the time provided in Paragraph 4.2.

6. No Other Changes. The increase results from the operation of an existing term of the Agreement. No other term of the Agreement is changed.

Best regards,

Ben

Hirschfeld Kraemer

We work for employers

Benjamin Treger | Of Counsel

Hirschfeld Kraemer LLP
1299 Ocean Avenue Suite 750, Santa Monica, CA 90401
310-255-1824 t
BTreger@hkemploymentlaw.com

A Member Of The Employment Law Alliance

ELA Employment Law Alliance
GLOBAL HR LEGAL SOLUTIONS

This message is intended only for the confidential use of the intended recipient(s) and may contain protected information that is subject to attorney-client, work product, joint defense and/or other legal privileges. If you are not the intended recipient, please contact me immediately at the phone number listed above and permanently delete the original message and any copies thereof from your email system. Thank you.

Brandon Brouillette <bbrouillette@crosnerlegal.com> Wed, Oct 28, 2026 at 10:48 AM
Draft

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Regards,

Brandon Brouillette
Partner

CROSNER LEGAL
PUBLIC INTEREST RIGHTS

Direct: 424-332-3955
Main: 1-866-CROSNER
Email: bbrouillette@crosnerlegal.com
Website: www.crosnerlegal.com

CONFIDENTIAL COMMUNICATIONS

This e-mail is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521 and is legally privileged and protected. The information contained in this communication is confidential and if directed to a client, or between lawyers or experts for a client, is intended by the sender to be subject to the attorney-client and attorney work product privileges. This information may constitute inside information, may be subject to further restrictions on disclosure by contract or other binding agreement, and is intended only for the use of the intended recipient. This communication is the property of Crosner Legal, P.C. and/or its clients. Any unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by return e-mail or by e-mail to bbrouillette@crosnerlegal.com and then destroy this communication and all copies thereof, including all attachments.

[Quoted text hidden]