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STATE OF CALIFORNIA

SUPERIOR COURT FOR THE COUNTY OF FRESNO

PASCUAL LUJAN, individually and on behalf of others similarly situated, Plaintiff, v. GUSMER ENTERPRISES, INC.; and DOES 1 through 25, inclusive, Defendants.	Case No.: 24CECG00166 **DECLARATION OF LAURA L. BARNETT IN SUPPORT OF CLASS AND PAGA SETTLEMENT** Complaint Filed: January 11, 2024 Trial Date: None Set

I, Laura L. Barnett, declare:

1. I have personal knowledge as to all matters stated herein. If called to testify as a witness, I could and would completely testify to these matters under oath.

2. I am currently the Director of Human Resources for Defendant Gusmer Enterprises, Inc. (the "Defendant"). My job title was changed from Corporate HR/Accounting Manager to Director of Human Resources on approximately March 1, 2023. I have had corporate Human Resources oversight in both roles, including before January 11, 2020, which is the date Plaintiff PASCUAL LUJAN (collectively with Defendant, the "Parties") asserts to be the start of the Class Period in this matter. As part of my duties, I oversee the administration of Defendant's payroll. I have access to Defendant's records relating to payroll and human resources including, but not limited to, paystubs, time records, and dates of employment.

3. On January 30, 2025, the Parties participated in a full day mediation with Bret Geckeler. From January 11, 2020, to the date of mediation, Defendant estimated that there were: (1)

87 potential class members; and (2) 12,306 workweeks at issue. To generate these numbers, I compiled a list of Defendant's non-exempt California employees, with each employee's hire and termination date, if any, and any additional dates associated with rehire, if applicable.

4. Per the Parties' settlement agreement, the Class Period shall run from January 11, 2020, through the date of preliminary approval. (Settlement Agreement, Sec. 9 subds. (f).) The Class Period is subject to an escalator clause. (Sec. 14.) Per this clause, Defendant has a 10% buffer to the represented 12,306 workweeks before it can either cut off the Class Period or pay a proportional increase to have the Class Period run up to the date of Preliminary Approval. This creates an allowable 13,537 workweeks under the Settlement Agreement for Class Period purposes.

5. Prior to the inception of this lawsuit, Defendant saw a significant downturn in its business, and it had to engage in a reduction of force.

6. In preparation for signing this declaration, I have reviewed Defendant's California employment data for the Class Period and the periods of work for the potential class members. On March 20, 2026, a total of 111 potential class members had worked 13,493 workweeks. Therefore, per the Settlement Agreement, Defendant elects to end the Class Period on March 20, 2026, to avoid triggering the escalator clause.

7. In advanced of the Parties mediation, Defendant produced its wage and hour policies, which applied to the potential class members as a whole including, but not limited to, its employee handbooks for the Class Period. These handbooks contain Defendant's wage and hour policies for the Class Period regarding relevant issues such as timekeeping, work hours, overtime, meal periods, rest breaks, pay checks, and expense reimbursement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed this 24th day of June 2026, in Fresno, California.

Laura Barnett

Laura L. Barnett