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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 02 2026

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Attorneys for Defendant
NATIONAL DISTRIBUTION CENTERS, LLC

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

RUSSELL H. EDMISTON, an individual, on
behalf of other aggrieved employees,

Plaintiff,

v.

NATIONAL DISTRIBUTION CENTERS,
LLC, a Delaware Limited Liability Company;
and DOES 1 through 10, inclusive,

Defendants.

CASE NO. CIVSB2520135

REPRESENTATIVE ACTION COMPLAINT

ASSIGNED FOR ALL PURPOSES TO
KEVIN C. LEE, DEPT. S26 - SBJC

**STIPULATION OF VOLUNTARY
DISMISSAL WITH PREJUDICE AS TO
PLAINTIFF'S INDIVIDUAL PAGA CLAIM,
AND WITHOUT PREJUDICE AS TO THE
REPRESENTATIVE PAGA CLAIM;
[PROPOSED] ORDER**

Trial Date: None Set
Complaint Filed: July 1, 2025

Pursuant to California Labor Code section 2699(s)(1)(2), which provides that “[t]he Superior court shall review and approve any settlement of any civil action filed pursuant to this part,” Plaintiff Russell H. Edmiston (“Plaintiff”) and Defendant National Distribution Centers, LLC (“Defendant”) (collectively, the “Parties”) by and through their representative counsel of record herein, hereby stipulate and agree as follows:

1. On April 23, 2026, Plaintiff’s attorneys submitted a letter to the Labor Workforce Development Agency (“LWDA”) on Plaintiff’s behalf, to satisfy the administrative requirements to bring a civil suit for recovery of alleged penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698 et. seq., Case No. LWDA-CM-1094718-25 (“LWDA Letter”).

2. On July 1, 2025 Plaintiff filed a PAGA representative action Complaint in this Superior Court on behalf of himself and “on behalf of all non-exempt hourly paid employees who worked as warehouse/distribution center employees...” seeking civil penalties under the Private Attorney General Act (“PAGA”) (“Civil Action”).

3. Defendant identified related cases with overlapping PAGA claims: *Enrique Rocco v. National Distribution Centers, LLC, et al.*, San Bernardino County Superior Court, Case No. CIVSB2304978 (earliest-filed PAGA action with PAGA Period beginning January 31, 2022); *Zuban Isidor Navarrete v. National Distribution Centers, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV14980; *Armando Jesus Balderas, Jr. v. National Distribution Centers, LLC, et al.*, San Bernardino County Superior Court, Case No. CIVSB2416360; *Joseph Granados v. National Distribution Centers, LLC, et al.*, Los Angeles County Superior Court, Case No. 24PSCV01690; *Larell Epps v. National Distribution Centers, LLC, et al.*, San Bernardino County Superior Court, Case No. CIVSB2430528; and *Edgar B. Navarro v. National Distribution Centers, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV27365.

4. Defendant represented to Plaintiff that on or about April 17, 2025, Defendant reached a PAGA settlement in the earlier-filed actions following a private mediation with Steve Rottman, Esq. (“*Rocco, et al. v. NDC PAGA Settlement*”), and that Plaintiff’s Representative

1 PAGA claims alleged in this action are subsumed in and resolved by the *Rocco, et al. v. NDC*
2 PAGA Settlement. On March 11, 2026 the Court approved the PAGA Settlement in the related
3 action.

4 5. In light of the related actions and settlement reached, this action was stayed as of
5 December 3, 2025, so that the Parties may engage in individual settlement negotiations.

6 6. Defendant denies any and all liability alleged in the LWDA Letter and Civil Action.
7 Defendant maintains that it had, and continues to have, legally-compliant employment practices
8 throughout the statutory period in California. Defendant does not admit that it ever violated any
9 provision of the California Labor Code, including, but not limited to, those sections for which
10 Plaintiff seeks relief, or of any other law. However, the Parties desire to resolve all of Plaintiff's
11 individual claims against Defendant and to dismiss without prejudice the Representative PAGA
12 Action. This Settlement was reached after extensive negotiations and an exchange of relevant
13 information. The Parties believe and agree that this Settlement is a fair, adequate, and reasonable
14 resolution of the Plaintiff's individual PAGA claim and have arrived at this Settlement in arms-
15 length negotiations, taking into account all relevant factors, present and potential.

16 6. The "Effective Date" of the PAGA Settlement Agreement is the date by which all of
17 the following have occurred: the Court in this Civil Action approves the Individual PAGA
18 Settlement and issues an order dismissing this Civil Action with prejudice as to Plaintiff's
19 individual claims, and without prejudice as to the representative PAGA claims.

20 7. A true and accurate copy of the Parties' PAGA Settlement Agreement for which
21 they seek Court approval is attached as **Exhibit A**. The PAGA Settlement will be reported to the
22 LWDA in conformance with Labor Code section 2699(l).

23 8. The Parties separately negotiated a settlement of Plaintiff's individual non-PAGA
24 claims, including a general release of claims and a Civil Code section 1542 waiver, for which
25 additional consideration is being provided and which is memorialized in a separate Confidential
26 Settlement Agreement and Release.

27 9. In exchange for the consideration, undertakings and covenants undertaken by

1 Defendant in the PAGA Settlement Agreement, Plaintiff, and only Plaintiff, will release Defendant
2 and the Released Parties of and from all manner of actions, suits, claims, damages, liabilities,
3 penalties, arbitrations, charges, claims for attorneys' fees, interest, expenses and costs, judgments,
4 awards, orders, executions or demands of any nature whatsoever, whether known or unknown,
5 suspected or unsuspected, against the Company and the Released Parties, or any of them, which
6 Plaintiff ever had, now has, or which Plaintiff or Plaintiff's heirs, assigns, executors or
7 administrators hereafter can, shall or may have arising under the California Private Attorneys
8 General Act (California Labor Code section 2698 et seq.) which includes claims brought under the
9 PAGA predicated upon alleged failure to pay wages for all hours worked at minimum, regular and
10 all overtime wages, worked at the overtime rate of pay; failure to authorize or permit all legally
11 required and/or compliant meal periods or pay meal period premium wages; failure to authorize or
12 permit all legally required and/or compliant rest periods or pay rest period premium wages;
13 statutory penalties for failure to timely pay earned wages during employment; statutory penalties
14 for failure to provide accurate wage statements; statutory waiting time penalties in the form of
15 continuation wages for failure to timely pay all wages due upon separation of employment, alleged
16 violation of the quota laws, failure to keep accurate time and pay records, pursuant to California
17 Labor Code Sections 201, 202, 203, 204, 210, 218, 218.6, 226, 226.7, 256, 510, 512, 558, 558.1,
18 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199(c), 2100, and/or any other California
19 Labor Code provisions that could have been asserted under the PAGA in connection with the
20 LWDA Letter, Civil Action ("Released Claims"), including but not limited to any claims for
21 penalties, wages, interest and/or attorneys' fees and costs thereon arising from any and all of the
22 Released Claims.

23 10. Upon entry of the Order approving this PAGA Settlement Agreement, Plaintiff shall
24 be deemed to have fully, finally, and forever released, relinquished, and discharged Defendant and
25 all of the Released Parties from the Released Claims (including, without limitation, claims for
26 related attorneys' fees and costs) regardless of the forum in which they may be brought, that arose
27 prior the PAGA Settlement Agreement.

1 11. The Parties agree that Plaintiff, having settled and released claims against
2 Defendant, is no longer an “aggrieved employee” and no longer has standing to pursue PAGA
3 claims on behalf of any other allegedly aggrieved employees. The Parties have further agreed to
4 seek the dismissal of this action with prejudice as to Plaintiff and without prejudice as to other
5 “aggrieved employees,” to the extent any such individuals exist.

6 12. In consideration for Plaintiff’s agreement to settle and release his individual PAGA
7 claim, Defendant agrees to pay two hundred and fifty dollars and zero cents (\$250.00), of which:
8 (1) \$162.50 (representing 65% of said \$250.00) will go to the LWDA; and (2) \$87.50 will be
9 payable to Plaintiff and shall represent payment for PAGA penalties and for which a form 1099
10 shall issue. Counsel for Plaintiff shall distribute said amounts to the LWDA and to Plaintiff no later
11 than fourteen (14) business days of the Effective Date and of receipt of the Settlement Payment
12 from Defendant.

13 13. The Parties have agreed to cooperate in obtaining an Order from the Court
14 approving this PAGA Settlement Agreement at the earliest possible date. Pursuant to California
15 Labor Code section 2699(1)(2), the Superior Court shall review and approve any settlement of any
16 civil action filed pursuant to the PAGA. California Labor Code section 2699(1)(2) does not
17 prescribe any procedure for how to request court approval of a PAGA settlement. There is no
18 requirement for a noticed motion. Thus, this stipulation and request is submitted in lieu of a noticed
19 motion. It is the Parties’ intent that this Stipulation and Proposed Order satisfy the requirements of
20 California Labor Code section 2699(1)(2). However, the Parties agree to use their best efforts to
21 expedite the preparation and submission of whatever additional documents the Court may require,
22 if any, in order to approve this PAGA Settlement Agreement. The Parties further agree to fully
23 cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to
24 be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are
25 otherwise necessary to the approval and implementation of this Settlement.

26 14. The Court’s approval of the Settlement is a condition of the enforceability of the
27 PAGA Settlement Agreement. If the Court should for any reason fail to approve the PAGA
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1 Settlement Agreement, then (a) the PAGA Settlement Agreement shall be considered null and
2 void, (b) the PAGA Settlement Agreement shall not be of any force or effect, and (c) all Parties to
3 the PAGA Settlement Agreement shall stand in the same position, without prejudice, as if the
4 PAGA Settlement Agreement had been neither entered into nor filed with the Court.

5 15. Neither this PAGA Settlement Agreement nor any of its terms shall be offered or
6 used as evidence by any of the Parties, or their respective counsel in the Lawsuit or in any other
7 action or proceeding; provided, however, this shall not prevent the PAGA Settlement from being
8 used, offered, or received in evidence in any proceeding to enforce, construe, or finalize the PAGA
9 Settlement Agreement.

10 16. The PAGA Settlement Agreement is executed voluntarily and without duress or
11 undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or
12 other entity.

13 17. Defendant and Plaintiff shall each bear their own attorney's fees and costs except as
14 expressly agreed otherwise.

15 18. The Parties agree that upon the occurrence of the dismissal of this Lawsuit pursuant
16 to the terms of the PAGA Settlement and this Stipulation, the PAGA Settlement shall be
17 enforceable by the Court and pursuant to Code of Civil Procedure section 664.6, the Court shall
18 retain exclusive and continuing equity jurisdiction of this Lawsuit over all Parties to interpret and
19 enforce the terms, conditions and obligation of the Agreement.

20 **IT IS SO STIPULATED.**

21 Respectfully submitted,

22 DATED: 08/27/2026

THE MARKHAM LAW FIRM

23 By: /s/ David R. Markham
24 David R. Markham
25 Lisa Brevard
26 Attorneys for Plaintiff

1 DATED: 08/27/2026

LITTLER MENDELSON, P.C.

2 By: /s/ Valentina Wilson
3 Shiva Shirazi Davoudian
4 Valentina Wilson
5 Attorneys for Defendant
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Exhibit A

**PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND RELEASE**

This Private Attorneys General Act Settlement and Release Agreement ("PAGA Settlement Agreement") is made and entered into by and between Russell Edmiston ("you" or "Plaintiff") and National Distribution Centers, LLC ("Company"). As used in this PAGA Settlement Agreement, the Company shall include and encompass all affiliated or related entities, and all of the past, present or future owners or members, affiliated, related and/or parent or subsidiary entities of the Company, any successor or predecessor in interest to the operations or the business of the Company, and all past, present and future owners, directors, officers, board members, managers, supervisors, employees, agents, attorneys, co-employers, insurers and representatives of the Company (You and the Company shall be collectively referred to herein as the "Parties"). The Parties agree as follows:

1. Termination of Employment Relationship: Your employment relationship with the Company ended on June 18, 2025 (Termination Date).
2. You acknowledge that on or about April 23, 2025, your attorneys submitted a letter to the Labor Workforce Development Agency ("LWDA") on your behalf, to satisfy the administrative requirements to bring a civil suit for recovery of alleged penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698 *et. seq.* ("PAGA"), Case No. LWDA-CM-1094718-25 ("LWDA Letter").
3. You acknowledge on July 1, 2025, you initiated a representative action entitled *Russell H. Edmiston v. National Distribution Centers, LLC*. San Bernardino Superior Court Case No. CIVSB2520135 seeking civil penalties pursuant to the Private Attorneys General Act ("PAGA") ("PAGA Action")
4. You acknowledge on December 23, 2025, Judge Towns granted the Parties' joint stipulation where the Parties agreed to engage in informal individual settlement negotiations.
5. You acknowledge that the Company contends it has satisfied all of its obligations to you and asserts it has timely paid all wages and benefits, including overtime, minimum wages, meal and rest period premiums, and all other claimed wages to you and denies all the allegations in the PAGA Action.
6. You and the Company acknowledge that the Parties desire to fully and finally resolve and settle your individual PAGA claim arising out of your employment with and separation from the Company and association with the Released Parties; and
7. You acknowledge that by way of the Stipulation and Order (Exhibit A) dismissing the representative PAGA claim without prejudice, you will no longer be pursuing a representative PAGA claim, and are not pursuing class action on behalf of other individuals;

NOW THEREFORE IN CONSIDERATION of the promises and covenants contained in this PAGA Settlement Agreement, the Parties agree to the following:

8. Definition of Released Parties: References in this PAGA Settlement Agreement to “Released Parties” shall include the Company, all its affiliated or related entities, and all of the past, present or future owners or members, affiliated, related and/or parent or subsidiary entities of the Company, any successor or predecessor in interest to the operations or the business of the Company, and all past, present and future owners, directors, officers, board members, managers, supervisors, employees, agents, attorneys, co-employers, insurers, plans, and representatives of the Company.

9. Approval of PAGA Settlement And Dismissal Of Action As Condition Precedent: In conjunction with this PAGA Settlement Agreement, the Parties are entering into a separate Confidential Settlement and Release Agreement (“Individual Settlement Agreement”) and Stipulation For Court Approval Of Individual PAGA Settlement And Dismissal Of The Action (“Stipulation and Order”) by which the Parties resolve, settle and discharge all of the claims you have asserted in the LWDA Letter and PAGA Action on an individual basis with prejudice and dismiss the representative PAGA claims without prejudice, subject to Court approval. This PAGA Settlement Agreement is contingent upon execution by the Parties and approval by the Court of this Stipulation and Order. The Court’s approval of the Stipulation and Order approving the PAGA settlement and dismissing with prejudice your individual cause of action for PAGA penalties, as pled in the PAGA Action is an express condition precedent to the Parties’ obligations under this PAGA Settlement Agreement (including, but not limited to, all payment obligations). If the Stipulation and Order is not approved by the Court, then: (1) this PAGA Settlement Agreement shall be null and void; (2) this PAGA Settlement Agreement shall not be of any force or effect; and (3) all Parties to this PAGA Settlement Agreement shall stand in the same position, without prejudice, as if the PAGA Settlement Agreement had been neither entered into nor filed with the Court. Notwithstanding the foregoing, if the Court requests additional information and/or revisions to approve the PAGA Settlement and/or Stipulation and Order, the Parties agree to work together promptly in good faith and to attempt to resolve the Court’s concerns to effectuate this Settlement.

10. Settlement Payment/Consideration: In consideration for your agreement to settle and release your individual claim under the PAGA with prejudice, the Company agrees to pay \$250.00, of which: (1) \$162.50 (representing 65% of said \$250.00) will go to the LWDA; and (2) \$82.50 (representing 35% of said \$250.00) will be payable to you and shall represent payment for PAGA penalties and for which a form 1099 shall issue. Your counsel shall distribute said amounts to the LWDA and to you no later than fourteen (14) business days of the Court signing the Stipulation and Order and counsel receiving the settlement payment from the Company. The Parties agree that the designation of settlement funds in the manner set forth in this paragraph is fully acceptable. You further acknowledge that the foregoing constitutes an accord and satisfaction and a full and complete settlement of your individual PAGA claim. The Company’s payment, set forth in this paragraph, shall constitute the entire consideration to be provided to you pursuant to this PAGA Settlement Agreement for resolution of your individual PAGA claim.¹ You agree not to seek any further compensation for any other claimed damage, costs or attorneys’ fees in connection with the matters encompassed in this PAGA Settlement Agreement.

¹ The Individual Settlement Agreement, executed concurrently to this Agreement, provides for compensation in exchange for a general release by Plaintiff of claims against the Company, as set forth therein.

11. **Effective Date:** The Effective Date of this PAGA Settlement Agreement is the date that the Court approves the Stipulation and Order. You represent that you do not seek to pursue a PAGA claim on behalf of other aggrieved employees and therefore will not authorize your counsel to file a motion to ask the Court to reconsider and/or reinstate a representative claim for PAGA penalties on behalf of other alleged “aggrieved employees.” To the extent the Court does not approve the PAGA Settlement and Stipulation, the Parties and their counsel agree that they will cooperate with each other and use their best efforts to effect the PAGA Settlement to obtain Court approval for same.

12. **LWDA Notification:** You will timely provide the notifications and submission to the LWDA as required by Labor Code section 2699(l).

13. **Taxes; Indemnification:** You acknowledge and agree that the Company and the Released Parties have not made any representations regarding the tax consequences of any payment made to you pursuant to this PAGA Settlement Agreement. You agree that you are responsible for payment of any and all taxes on the payments made to you pursuant to this PAGA Settlement Agreement. You further agree to indemnify, hold harmless and defend the Company and the Released Parties against any and all claims, demands, or liabilities that may be asserted by any governmental agency (including but not limited to any local, state or federal taxing authority or agency) against them for any federal, state or local taxes or penalties that may be payable as a result of any payment made to you pursuant to this PAGA Settlement Agreement. In addition, you agree to pay any and all interest or penalties charged to or assessed against the Company and the Released Parties based on any payment made to you pursuant to this PAGA Settlement Agreement.

14. **Release of PAGA Claims:** To the greatest extent permitted by law, you individually and on behalf of yourself only, freely, knowingly and voluntarily release and forever discharge the Company and the Released Parties of and from all manner of actions, suits, claims, damages, liabilities, penalties, arbitrations, charges, claims for attorneys’ fees, interest, expenses and costs, judgments, awards, orders, executions or demands of any nature whatsoever, whether known or unknown, suspected or unsuspected, against the Company and the Released Parties, or any of them, which you ever had, now have, or which Plaintiff or Plaintiff’s heirs, assigns, executors or administrators hereafter can, shall or may have arising under the California Private Attorneys General Act (California Labor Code section 2698 *et seq.*) which includes claims brought under the PAGA predicated upon California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, and 1198, and/or any other California Labor Code provisions that could have been asserted under the PAGA in connection with the LWDA Letter and/or Civil Action (“Released Claims”), including but not limited to any claims for penalties, wages, interest and/or attorneys’ fees and costs thereon arising from any and all of the Released Claims. All such Released Claims (including, without limitation, claims for related attorneys’ fees and costs) are forever barred by this PAGA Settlement Agreement regardless of the forum in which they may be brought.

Nothing in this PAGA Settlement Agreement shall affect any state or federal government agencies’ rights and responsibilities to enforce the California Labor Code or any other applicable law, nor shall anything in this PAGA Settlement Agreement be construed as a basis for interfering with your protected right to file a timely charge with, or participate in an investigation or proceeding

with a state, federal or local government entity; provided, however, if the state, federal or local government entity commences an investigation on your behalf pertaining to the claims asserted in the Civil Action and/or LWDA Letter, you specifically waive and release your right, if any, to recover any monetary or non-monetary benefits of any sort whatsoever arising from any such investigation or otherwise and from any such administrative charge or complaint filed with any government agency other than the NLRB.

15. **No Admission Of Liability:** This PAGA Settlement Agreement shall not be construed as an admission by the Company or the Released Parties of liability or of any violation of your rights or the rights of any person, or of any violation of any law, statute, duty or order whatsoever. The Company and the Released Parties do not admit that they ever violated any provision of the California Labor Code, including, but not limited to, those sections for which you seek relief, including under the PAGA, or of any other law. The Company and the Released Parties specifically disclaim any liability to you or any other person, including any allegedly aggrieved employees, for any violation of any contract, law, statute, duty, order, or any other basis. This PAGA Settlement shall not be used or offered as evidence to establish liability against the Company or the Released Parties in any subsequent action or proceeding; provided, however, this shall not prevent this PAGA Settlement Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize the PAGA Settlement Agreement.

16. **Severance:** If any provision of this PAGA Settlement Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this PAGA Settlement Agreement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this PAGA Settlement Agreement, except upon waiver in writing by the Company and the Released Parties. If such a release is found to be invalid, this entire PAGA Settlement Agreement shall be deemed null and void.

17. **Choice of Law:** This PAGA Settlement Agreement is to be interpreted pursuant to the laws of California, except where the application of federal law applies.

18. **Counterparts/Facsimile Signatures:** This PAGA Settlement Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means (e.g., PDF) shall be effective for all purposes hereunder to the same extent as original signatures, all of which when taken together shall constitute the PAGA Settlement Agreement. Any Party who delivers a facsimile or PDF signature page agrees to later deliver an original signature page to any Party who requests it.

Having read, understood, and agreed to the foregoing terms and conditions, the Parties hereby voluntarily execute this PAGA Settlement Agreement by placing their signatures below.

Date: Jul 17, 2026


Russell Edmiston (Jul 17, 2026 16:17:00 PDT)

Russell Edmiston

Date: 3/19/20


By: Sarah Panchod
Title: VP, Assoc GC

PROPOSED ORDER

The court having considered the stipulation of the Parties, and good cause appearing therefrom, orders as follows:

- (1) Plaintiff releases his right to assert individual claims under PAGA and such claims are dismissed with prejudice;
- (2) The PAGA claim alleged in the Complaint in the above-captioned action against Defendant on behalf of the absent other alleged "aggrieved employees" is dismissed without prejudice, resulting in dismissal of the entire action; and
- (3) The Parties shall bear their respective costs and attorneys' fees, subject to the relevant provisions of their confidential individual settlement agreement.

IT IS SO ORDERED.

DATED: SEP 02 2026



Hon. Kevin C. Lee
Judge of the Superior Court