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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JORGE PENA and IGNACIO GRACIAN
LOPEZ, on behalf of all others similarly situated,

Plaintiffs,

v.

MAINTENANCE SUPPLY HEADQUARTERS,
LP, a Delaware limited partnership; LOWE'S
HOME CENTERS, LLC, a North Carolina
limited liability company; and DOES 1 through
10, inclusive,

Defendants

Case No.: 23STCV04255

[Consolidated with Case No. 23STCV17380]

PAGA REPRESENTATIVE ACTION

*[Assigned to: Hon. Timothy Patrick Dillon,
Dept. 15]*

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION TO APPROVE
PAGA SETTLEMENT**

Hearing Date

Date: February 10, 2026

Time: 10:00 a.m.

Dept.: 15

Complaint Filed: February 27, 2023

FAC Filed: March 15, 2023

SAC Filed: June 1, 2023

TAC Filed: November 17, 2025

Trial Date: Not set

1 **[PROPOSED] ORDER**

2 This matter came on for hearing on February 10, 2026 at 10:00 a.m. in Department 15
3 of the above-entitled Court, before the Honorable Timothy Patrick Dillon presiding. Based on
4 the pleadings on record, all papers submitted in connection with Plaintiffs' Notice of Motion
5 and Motion to Approve PAGA Settlement (the "Motion"), and for good cause appearing,
6 Plaintiffs' Motion is GRANTED.

7 The Court approves the PAGA Settlement Agreement ("Settlement") entered into by
8 Plaintiffs Jorge Pena and Ignacio Gracian Lopez (collectively "Plaintiffs") and Defendants
9 Maintenance Supply Headquarters, LP and Lowe's Home Centers, LLC ("Defendants", and
10 together with Plaintiffs, the "Parties"), and hereby ORDERS as follows:

11 1. Defendants shall pay the Settlement Amount of \$325,000.00 according to the terms
12 of the Settlement.

13 2. The Net Settlement Amount means the Gross Settlement Amount minus the
14 following: (a) \$113,750.00 allocated to Attorneys' Fees; (b) \$28,097.14 allocated to litigation
15 costs; (c) \$3,950.00 allocated to Settlement Administrator Costs; and (d) \$10,000.00 allocated to
16 each Plaintiff (\$20,000.00 total) as a Service Award.

17 (a) The Court approves payment to Plaintiffs' counsel, Wilshire Law Firm, PLC
18 and Bradley/Grombacher, LLP of Attorneys' Fees in the amount one
19 hundred thirteen thousand seven hundred fifty dollars and no cents
20 (\$113,750.00), to be paid from the Settlement Amount.

21 (b) The Court approves payment to the Settlement Phoenix Class Action
22 Administration Solutions, for its reasonable costs and fees to administer the
23 Settlement, not to exceed Six Thousand Eight Hundred Ninety and Zero
24 Cents (\$3,950.00), to be paid from the Settlement Amount.

25 (c) The Court approves ten thousand dollars and zero Cents (\$10,000.00) to each
26 Plaintiff Pena and Lopez (\$20,000.00 total), as a Service Payments for their
27 efforts as a named plaintiffs and representatives for other PAGA

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Settlement Members and the State of California, to be paid from the Settlement Amount.

3. Of the Net Settlement Amount, 75% is allocated to the California Labor and Workforce Development Agency (“LWDA”); and 25% is allocated to the Individual PAGA Payments.

4. The “PAGA Period” means the period from March 17, 2022, through February 11, 2025.

5. PAGA Settlement Members means all current and former non-exempt employees who worked at Lowe’s Pro Supply locations in California during the PAGA Period.

6. “Effective Date” means the date by which 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.

7. The Court directs Defendants to fully fund the Settlement Amount by transmitting the funds to the Settlement Administrator within 65 days of the Effective Date.

8. The amount of each PAGA Settlement Member’s Individual PAGA Payment will be calculated as follows: All PAGA Settlement Members will be entitled to payment for at least one (1) pay period and PAGA Settlement Members will be credited with a pay period worked if they performed work for at least one hour during a given pay period within the PAGA Period.

9. The Court directs the Parties and the Settlement Administrator to carry out the terms of the Settlement.

10. Pursuant to the Settlement, the Court dismisses the class claims without prejudice pursuant to California Rules of Court, Rule 3.770. As the Court has not ruled on class certification and no notice has been sent to putative class members, dismissal of the class claims without prejudice is appropriate.

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1 11. Under California Code of Civil Procedure section 664.6, the Court retains
2 jurisdiction over the Parties to enforce the Settlement until performance in full of the Settlement's
3 terms.

4 12. Plaintiffs' counsel shall submit a copy of this Order to the LWDA within seven (7)
5 days of the entry of the Order.

6 13. The above-referenced action and all claims asserted by Plaintiffs individually and
7 in a representative capacity are hereby dismissed with prejudice.

8 14. Plaintiffs shall give notice.

9
10 DATE:

Hon. Timothy Patrick Dillon
Los Angeles County Superior Court

PROOF OF SERVICE

Penq v. Maintenance Supply Headquarters, LP, et al.
23STCV04255

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa St., Sky Lobby, Los Angeles, California 90017; and my electronic service address is rebecca.padilla@wilshirelawfirm.com.

On December 3, 2025, I served the foregoing **[PROPOSED] ORDER GRANTING PLAINTIFFS' 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:

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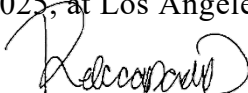
Attorneys for Defendants
Maintenance Supply Headquarters, LP and
Lowe's Home Centers, LLC

1 (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the
2 State of California Labor and Workforce Development Agency Online Filing Site.

3 (X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties
4 to accept electronic service, I caused the documents to be sent to the persons at the
5 electronic service addresses listed above via third-party cloud service
6 **CASEANYWHERE.**

7 I declare under penalty of perjury under the laws of the State of California that the
8 foregoing is true and correct.

9 Executed on December 3, 2025, at Los Angeles, California.

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Rebecca Padilla