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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

Coordination Proceeding Special Title (Rule 3.550)

PRIDE INDUSTRIES WAGE AND HOUR CASES

Included Actions:
Edward Joseph Sturgeon, et al. v. Pride Industries, Superior Court of California, Placer County, Case No. S-CV-0051712

and

Edward Joseph Sturgeon v. Pride Industries, Superior Court of California, Placer County, Case No. S-CV-0051713

Curtis Wooten v. Pride Industries, Superior Court of California, Sacramento County Case No. 23-CV-001854

and

Michael Allen v. Pride Industries, Superior Court of California, Sacramento County, Case No. 24-CV-004368

Case No. JCCP5410

Honorable Jill Talley
Department 8A

CLASS ACTION

DECLARATION OF HELENE MAYER IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Reservation ID:	A-05410-001
Hearing Date:	December 4, 2026
Hearing Time:	9:00 a.m.
Department:	8A

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DECLARATION OF HELENE MAYER

I, Helene Mayer, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Edward Joseph Sturgeon ("Plaintiff Sturgeon") and Plaintiff Darrin Cochran ("Plaintiff Cochran"). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PROCEDURAL HISTORY

2. Procedural History of *Wooten*. On May 13, 2023, Plaintiff Curtis Wooten ("Plaintiff Wooten") filed a Class Action Complaint for Damages ("Wooten Complaint") against Pride Industries ("Defendant"), in the action entitled *Curtis Wooten v. Pride Industries*, Sacramento County Superior Court, Case No. 23-CV-001854 ("Wooten Matter").

3. On July 19, 2023, Plaintiff Wooten filed a separate Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (hereinafter "PAGA") against Defendant. Pursuant to stipulation of the parties and as ordered by the court, Plaintiff Wooten dismissed the PAGA action and asserted his PAGA cause of action in the Wooten Complaint via a First Amended Complaint.

4. On November 22, 2023, Plaintiff Wooten filed a First Amended Complaint for Damages & Enforcement Under PAGA ("Wooten FAC").

5. Procedural History of *Sturgeon*. On September 14, 2023, Plaintiff Sturgeon provided written notice by certified mail to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that were alleged to be violated ("Sturgeon PAGA Notice"). Attached hereto as "**EXHIBIT 1**" is a true and correct copy of the Sturgeon PAGA Notice.

6. On November 20, 2023, Plaintiff Sturgeon filed a Class Action Complaint for Damages ("Sturgeon Class Complaint") in the Superior Court of California, County of Placer, in the matter entitled *Edward Joseph Sturgeon v. Pride Industries*, Case No. SV-CV-005173.

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7. On November 20, 2023, Plaintiff Sturgeon filed a separate Complaint for Enforcement Under PAGA ("Sturgeon PAGA Complaint") in the Superior Court of California, County of Placer, in the matter entitled *Edward Joseph Sturgeon, et al. v. Pride Industries*, Case No. S-CV-0051712 ("Sturgeon Matter").

8. On January 31, 2024, Plaintiff Cochran provided written notice by certified mail to the LWDA and Defendant of the specific provisions of the California Labor Code that were alleged to be violated ("Cochran PAGA Notice"). Attached hereto as "**EXHIBIT 2**" is a true and correct copy of the Cochran PAGA Notice.

9. On February 13, 2024, Defendant filed its Answer to the Sturgeon Class Complaint.

10. On May 2, 2024, the court consolidated the Sturgeon Class Complaint and the Sturgeon PAGA Complaint, with the Sturgeon PAGA Complaint as the lead case.

11. On September 18, 2024, Plaintiff Sturgeon filed a First Amended Consolidated Class Action Complaint for Damages and Enforcement Under the PAGA ("Sturgeon FAC"), adding Plaintiff Cochran as a named plaintiff in the consolidated action.

12. On November 12, 2024, Defendant filed its Answer to the Sturgeon FAC.

13. Procedural History of *Allen*. On March 6, 2024, Plaintiff Michael Allen ("Plaintiff Allen") (together with Plaintiff Wooten, Plaintiff Sturgeon, and Plaintiff Cochran, the "Plaintiffs") filed a Class Action Complaint for Damages ("Allen Complaint") against Defendant in the Superior Court of California, County of Sacramento, in the matter entitled *Michael Allen v. Pride Industries*, Case No. 24CV004368 ("Allen Matter").

14. Mediation. On December 9, 2024, the parties in the Sturgeon and Wooten Matters participated in mediation, which did not result in a resolution. Thereafter, the Parties continued to litigate their respective cases.

15. Coordinated Action. On November 5, 2025, the Sturgeon Matter, the Wooten Matter, and the Allen Matter were coordinated under Case No. JCCP5410 ("Coordinated Action"), and the Sturgeon Matter and the Allen Matter were transferred to the Superior Court of California for the County of Sacramento as a result.

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16. After thorough arm's-length negotiations during and following mediation, the Parties accepted a mediator's proposal on March 10, 2026, to settle the Coordinated Action.

THE PROPOSED SETTLEMENT

17. Marked and attached as "EXHIBIT A" to the Declaration of Max Gavron in Support of Plaintiffs Motion and Motion for Preliminary Approval of Settlement, is a true and correct copy of the Joint Stipulation of Class Action Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiffs, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant, on the other hand (together, the "Parties"). The Parties and their counsel have approved the proposed Notice of Class Action Settlement ("Class Notice"), which is attached to the Settlement Agreement as "Exhibit A," and respectfully request that the Court approve it as well.

18. The Settlement provides for a Gross Settlement Amount of $7,000,000.00 to be paid in two installment payments on a non-reversionary basis. The Net Settlement Amount is the Gross Settlement Amount less the following amounts, subject to approval by the Court: a Class Counsel Fees Payment of up to $35% of the Gross Settlement amount (i.e., $2,450,000.00 if the Gross Settlement Amount remains $7,000,000.00), a Class Counsel Litigation Expenses Payment not to exceed $100,000.00 to Class Counsel, Class Representative Service Payments to Plaintiffs of $10,000.00 each, an Administration Expenses Payment to the Settlement Administrator not to exceed $48,950.00, and the PAGA Settlement Amount of $450,000.00. Assuming that the amounts allocated under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount that will be available for distribution to Participating Class Members is currently $3,911,050.00. Additionally, 25% of the PAGA Settlement Amount (i.e., Aggrieved Employee Payment), which is $112,500.00 out of $450,000.00, will be distributed to the Aggrieved Employees, for their respective portions of the Aggrieved Employee Payment. The Gross Settlement Amount will be fully distributed in accordance with the terms of the Settlement and there is no reversion to Defendant.

19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to 35% of the Gross Settlement Amount (i.e., $2,450,000.00, if the Gross

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Settlement Amount remains $7,000,000.00) and expenses and costs of not more than $100,000.00, which will be paid out of the Gross Settlement Amount, subject to approval by the Court. It should be noted that Class Counsel have borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. A description of the qualifications of Class Counsel, the work performed by Class Counsel, and the results achieved by Class Counsel in this matter can be found in paragraphs 27 through 31, *infra*.

20. The Settlement Agreement provides for payment of up to $10,000.00 to each Plaintiff as a Class Representative Service Payment, to be paid out of the Gross Settlement Amount subject to approval by the Court. Plaintiffs spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain information that would benefit the Class. Accordingly, it is appropriate and just for Plaintiffs to receive Class Representative Service Payments, in addition to their individual settlement payments, for their services on behalf of the Class, the Aggrieved Employees, and the State of California.

21. The Parties have agreed to retain Phoenix Settlement Administrators ("Settlement Administrator") to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint Phoenix Settlement Administrators to handle these procedures and serve as the Settlement Administrator. Defendant will provide the Settlement Administrator with the Class List and Data, and the Settlement Administrator will calculate each Class Member's estimated share of the Net Settlement Amount ("Individual Class Payment") and each Aggrieved Employee's estimated *pro rata* share of the 25% portion of the PAGA Settlement Amount. The Settlement Administrator will be responsible for printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, transmitting funds representing uncashed checks after the void date to Legal Aid at Work as the *cy pres* recipient, pursuant to California Code of Civil Procedure § 384, and other duties and responsibilities set forth

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to process the Settlement, and as requested by the Parties. The Administration Expenses Payment is currently estimated not to exceed $48,950.00 and will be paid out of the Gross Settlement Amount, subject to approval by the Court.

22. Under the Settlement Agreement, Defendant is responsible for any employer-side tax obligations associated with the Gross Settlement Amount and will deposit the employer-side taxes into the settlement fund in addition to the Gross Settlement Amount. Each Participating Class Member's Individual Class Payment will be allocated 20% to alleged unpaid wages and 80% to statutory penalties and interest. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Class Payments.

CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE

23. **Ascertainability:** The proposed Class is defined as all current and former hourly-paid or non-exempt employees of Defendant within the State of California who worked during the Class Period, which is May 10, 2019 through June 7, 2026.

24. **Numerosity:** Based on data provided by Defendant, the Class is estimated to be approximately 8,800 individuals who worked an estimated total of 900,318 workweeks.

25. **Commonality:** Based on investigation and information discovered, Class Counsel believes that there is sufficient evidence to support the allegations made in the lawsuits, including the allegations that Defendant, with respect to Plaintiffs, Class Members, and Aggrieved Employees, *inter alia*, failed to properly pay overtime and minimum wages and associated premium pay, failed to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages during employment and upon termination of employment, failed to provide compliant wage statements, failed to maintain requisite payroll records, and failed to reimburse necessary business expenses, and thereby engaged in unfair business practices and conduct giving rise to civil penalties recoverable under the PAGA. Plaintiffs also asserted that Class Members were expected to perform similar job duties and were subject to the same or similar operations and employment policies, practices, and procedures. Additionally, Plaintiffs asserted that Defendant's recordkeeping practices with respect to Plaintiffs, Class Members, and Aggrieved Employees were substantially the same during the time period at issue. As a result of

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said alleged uniform practices, Plaintiffs claim that the Class Members were not paid all of the compensation that was owed to them by Defendant. Thus, in Class Counsel's view, it is clear that the outcome of this litigation would be determined by Defendant's uniform operations and employment practices, policies, and procedures that Plaintiffs allege applied across its hourly-paid or non-exempt employees in California during the relevant time period.

26. **Adequacy and Typicality:** Plaintiffs undertook the responsibilities of representing a class action against their former employer. Plaintiffs spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain information that would benefit the Class. Plaintiffs have no interests that are adverse to the Class. Plaintiffs were employed by Defendant during the Class Period and subject to the same alleged violations and the same policies, practices, and procedures. Plaintiffs took on the challenge and risk of commencing and maintaining this action, and they have not yet received any monetary benefit for their service to date. Plaintiffs put their own interests aside and brought publicly filed lawsuits against an employer not just for their own benefit, but, instead, on behalf of other hourly-paid employees and the State of California.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

27. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and PAGA representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

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28. Edwin Aiwazian is the Chief Executive Officer of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice in approximately sixteen (16) cases in the last decade and litigated over 1,000 class action or representative action cases.

29. Arby Aiwazian is a Senior Partner of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles, and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the

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Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010 and in Washington in 2026. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative action cases have resulted in settlements that have been granted court approval. He has handled over one hundred and fifty (150) mediations and has worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

30. Joanna Ghosh is a Senior Partner of Lawyers for Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010), New York (since 2013), and Washington (since 2026), and is admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, all U.S. District Courts in Washington, the U.S. District Court for the Southern District of New York, the U.S. District Court for the Eastern District of New York, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral arguments on appeal and obtained notable decisions regarding Private Attorneys General Act

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claims and employer efforts to compel arbitration of such claims, e.g., Roberto Betancourt v. Prudential Overall Supply (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and ZB, N.A. v. Superior Court (2019) 8 Cal.5th175. She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She has extensive experience with class action and/or representative action settlements and has handled this process in over five hundred (500) cases. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, Lawyers for Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She has been a speaker regarding topics in wage and hour law at the California Employment Lawyers Association's continuing legal education events.

31. I, Helene Mayer, am a Member of Lawyers for Justice, PC. I received my Bachelor of Arts degree from University of San Diego in 2017, and I earned my Juris Doctor degree from University of San Diego School of Law in 2020. I was admitted to practice law in California in 2021. I am admitted to practice before all courts of the State of California and all U.S. Federal District Courts in the State of California. I have worked on wage-and-hour class action and PAGA representative cases, and my work has included, inter alia, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, finalizing stipulations and settlement agreements, and making court appearances. Prior to working at Lawyers for Justice, PC, I worked at law firms focused primarily on family law matters, including, inter alia, representing clients in divorce, parentage, child custody, and domestic violence restraining order proceedings, researching, and drafting pleadings, negotiating and finalizing marital settlement agreements, engaging in motion practice, and making court appearances.

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THE SETTLEMENT AND SUMMARY OF WORK PERFORMED

32. The effectiveness of Lawyers *for* Justice, PC, Diversity Law Group, P.C., Polaris Law Group, and Schneider Wallace Cottrell Kim LLP (collectively, "Class Counsel") in prosecuting this matter has translated into tangible monetary benefits in the following respects: (1) Class Members, Aggrieved Employees, and the State of California recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type given the strengths and weaknesses of the cases; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the cases progressed through certification, trial, and/or appeals.

33. Class Counsel have litigated these cases for over three years and were actively preparing the matter for class certification and trial. The Parties have engaged in extensive settlement negotiations and the parties in the Sturgeon and Wooten Matters participated in an initial full-day mediation that did not result in a resolution. Thereafter, the Parties continued to litigate their respective cases. The Parties then participated in a second, global full-day mediation conducted by Tripper Ortman, Esq. ("Mediator"), a well-respected mediator experienced in mediating complex labor and employment matters. In the course of these lawsuits and in connection with the mediations and settlement negotiations, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the cases and various aspects of the cases, including but not limited to, the risks and delays of further litigation, the law relating to off-the-clock theory, arbitration agreements, regular rate, meal and rest periods, sick pay, vacation pay, business expense reimbursements, PAGA representative claims, and state wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about its ability to prevail on the merits, and Plaintiffs and Class Counsel believed that they would be able to prevail at trial. After conducting investigations, formal and informal discovery, exchange of information, extensive

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settlement negotiations, and with the aid of the Mediator's evaluation, the Parties have agreed that the matters are well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiffs and Participating Class Members, and of the Released PAGA Claims of Plaintiffs and the State of California, with respect to Aggrieved Employees.

34. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength, and scope of the claims, and were preparing the actions for class certification and trial. Plaintiffs conducted significant investigation and formal and informal discovery regarding the facts of the cases, including and not limited to, the exchange, review, and analysis of thousands of pages of documents and data obtained from Defendant, Plaintiffs, and other sources. The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiffs' employment records, a detailed sampling of Plaintiffs', Class Members', and Aggrieved Employees' timekeeping, payroll, and reimbursement data, Defendant's Employee Handbooks and wage-and-hour policies statements, company policy acknowledgments and forms, internal memoranda, and other operations and employment policies, practices, and procedures documents, among other information and documents. Class Counsel had the opportunity to interview Plaintiffs and other Class Members to gather facts and to identify potential witnesses. Counsel for the Parties met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, and the production of documents and data prior to the mediations. Class Counsel drafted Plaintiffs' pleadings and mediation briefs and prepared for and attended court proceedings, settlement negotiations, and the mediations, among other tasks.

35. Counsel for the Parties have also invested time researching and investigating the applicable law, which is constantly evolving as it relates to certification, representative PAGA claims, off-the-clock theory, arbitration agreements, regular rate, sick pay, vacation pay, business expense reimbursements, meal and rest periods, state wage-and-hour law and enforcement, Plaintiffs' claims and damages, and Defendant's defenses thereto, as well as facts discovered. Based on Class Counsel's analysis, the result achieved in these lawsuits is fair, adequate, and

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reasonable.

36. Class Counsel are aware of the defenses and position of Defendant but believes that Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs and Class Counsel have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted in the lawsuits, Defendant's defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiffs and Class Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

37. Defendant, on the other hand, denied and continues to deny any liability and wrongdoing of any kind associated with the claims alleged in the lawsuits, and further denies that the lawsuits are appropriate for class treatment or representative adjudication for any purpose other than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have also had the opportunity to interview witnesses and review documents and information relating to Plaintiffs', Class Members', and Aggrieved Employees' employment with Defendant, and Defendant's operations and employment policies, practices, and procedures. The Parties also reviewed and analyzed thousands of pages of documents and data to determine the potential value and strength of the claims. The available information enabled Class Counsel to assess and value the class and PAGA claims and prepare violation, damages, and penalties analyses models. Accordingly, counsel for the Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature and extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the cases might have concluded at trial and/or appeals.

38. Class Counsel submit that the Settlement is fair, reasonable, and adequate, and is in the best interest of Plaintiffs, the Class, Aggrieved Employees, and the State of California. Class Counsel further submit that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the cases, the inherent costs and risks of further

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litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

39. I have reviewed the Court's Checklist for Approval of Class Action and/or Private Attorneys General Act ("PAGA") Settlements and confirm that the moving papers filed herewith comply with the checklist.

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

Executed on this 9th day of November 2026, at Mooresville, North Carolina.

Helene Mayer

Helene Mayer

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EXHIBIT 1

LAWYERS FOR JUSTICE, PC

September 14, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: *PRIDE INDUSTRIES*

Dear Representative:

We have been retained to represent Edward Joseph Sturgeon against Pride Industries (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Pride Industries") for violations of California wage-and-hour laws. Mr. Sturgeon seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Sturgeon seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Pride Industries employed Mr. Sturgeon as an hourly-paid, non-exempt employee from approximately September 2021 to approximately June 2023, in the State of California.

The "aggrieved employees" that Mr. Sturgeon may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Pride Industries has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, 5-2001, 9-2001, and 16-2001.

Pride Industries required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries, arriving to work early to find parking, and completing COVID screening protocols.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours

in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Sturgeon and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Sturgeon and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Pride Industries required Mr. Sturgeon and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Pride Industries failed to pay Mr. Sturgeon and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Pride Industries failed to pay Mr. Sturgeon and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Pride Industries did not provide Mr. Sturgeon and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Pride Industries were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Sturgeon and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause

his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Sturgeon and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Sturgeon and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Sturgeon and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Sturgeon and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Pride Industries failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Sturgeon and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Pride Industries did not provide Mr. Sturgeon and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee … under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, 5-2001, 9-2001, and 16-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Pride Industries failed to pay Mr. Sturgeon and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Sturgeon and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Pride Industries failed to pay Mr. Sturgeon and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Sturgeon and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Sturgeon and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Pride Industries. These costs include, but are not limited to, the use of a personal phone for work-related tasks, and the purchasing and maintenance of clothing and footwear in compliance with the dress code.

Therefore, on behalf of all aggrieved employees, Mr. Sturgeon seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

Gabriella Sole

Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Pride Industries
c/o Corporate Creations Network Inc.
Agent for Service of Process
5901 W Century Blvd. #750
Los Angeles, CA 90045

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PAGA Notice
Edward Joseph Sturgeon adv. Pride Industries

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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PS Form 3811, July 2020 PSN 7530-02-000-9053

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EXHIBIT 2

LAWYERS FOR JUSTICE, PC

January 31, 2024

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: *PRIDE INDUSTRIES*

Dear Representative:

We have been retained to represent Darrin Cochran against Pride Industries (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Pride Industries") for violations of California wage-and-hour laws. Mr. Cochran seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Cochran seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Pride Industries employed Mr. Cochran as an hourly-paid, non-exempt employee from approximately September 2021 to approximately October 2023, in the State of California.

The "aggrieved employees" that Mr. Cochran may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Pride Industries has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, 5-2001, 9-2001, and 16-2001.

Pride Industries required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, waiting in line to clock-in and/or clock out, responding to work-related inquiries, arriving to work early to find parking, and completing COVID screening protocols. Pride Industries rounded the work time recorded by aggrieved employees in a manner that was not fair and neutral on its face and/or that favored Pride Industries over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Cochran and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Cochran and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Pride Industries required Mr. Cochran and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Pride Industries failed to pay Mr. Cochran and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

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were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

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Therefore, on behalf of all aggrieved employees, Mr. Cochran seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

Gabriella Sole

Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Pride Industries
c/o Corporate Creations Network Inc.
Agent for Service of Process
5901 W Century Blvd. #750
Los Angeles, CA 90045

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