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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF SAN DIEGO**

15 FRANK TOWNS and STEVEN QUIRINO,
16 individually, on behalf of themselves and on
17 behalf of all persons similarly situated,

18 Plaintiffs,

19 vs.

20 CORE & MAIN LP, a limited partnership; and
21 DOES 1 through 50, inclusive,

22 Defendants.

CASE NO.: **37-2024-00006393-CU-OE-CTL**

**DECLARATION OF MANNY STARR IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
SETTLEMENT**

Hearing Date: April 3, 2026

Hearing Time: 1:30 p.m.

Judge: Hon. Katherine Bacal

Dept.: 63

Date Action Filed: February 13, 2024

Trial Date: Not set

23 **DECLARATION OF MANNY STARR**

24 I, Manny Starr, declare as follows:

25 1. I am an attorney duly admitted to practice before all courts in the State of California and am
26 the managing partner of Frontier Law Center. I am one of the attorneys of record for Plaintiffs
27 Frank Towns and Steven Quirino ("Plaintiffs"), on behalf of themselves and all other similarly
28 situated and aggrieved employees, in the above-entitled action. I have personal knowledge of the
matters set forth herein, and if called upon as a witness to testify thereto, I could and would
competently do so.

1 **THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

2 2. I have substantial experience in class action litigation, particularly in the area of
3 employment law. Over the course of my legal career, I have represented thousands of plaintiffs in
4 employment law litigation, both on an individual and class action basis.

5 3. Based on my experience, I believe that the settlement reached in this matter is fair,
6 reasonable, and adequate.

7 4. This case settled for a Gross Settlement Amount of \$500,000.00, which is an excellent result
8 given the inherent risks of litigation and in light of the facts of this case.

9 5. The settlement for each Class Member is fair, reasonable, and adequate, given the inherent
10 risks of litigation, including the substantial risks relative to class certification and the costs of
11 pursuing such litigation, as discussed further below.

12 **BACKGROUND OF THE LITIGATION**

13 6. On February 13, 2024, Plaintiff Frank Towns filed a class action complaint against Core &
14 Main LP in the Superior Court of California, County of San Diego (Case No. 37-2024-00006393-
15 CU-OE-CTL), and a companion PAGA action in the Superior Court of California, County of
16 Monterey (Case No. 24CV000549). Plaintiff Steven Quirino subsequently filed a PAGA notice with
17 the LWDA on March 19, 2024 (LWDA-CM-1017425-24), attached hereto as **Exhibit A**. On July 8,
18 2024, Plaintiff Steven Quirino filed a related class action in the Superior Court of California,
19 County of Riverside (Case No. CVR12403855). The three actions were consolidated under a First
20 Amended Complaint filed in the San Diego action, which is the Operative Complaint in the Actions.
21 The Quirino Action and the Towns PAGA Action have been dismissed without prejudice.

22 7. The Actions allege that Defendant, as employer of non-exempt California employees, failed
23 to: (1) pay overtime wages; (2) pay all wages and minimum wages; (3) provide compliant meal
24 periods; (4) provide compliant rest periods; (5) timely furnish accurate itemized wage statements;
25 (6) pay all wages due at separation; (7) provide proper and accurate sick pay; and (8) reimburse
26 business expenses, in violation of the California Labor Code, applicable IWC Wage Orders, and
27 Business and Professions Code section 17200, et seq. Plaintiffs also sought PAGA civil penalties
28 under Labor Code section 2699, et seq.

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9. Based on information produced, Defendant has represented that the Class consists of approximately 552 Class Members who collectively worked approximately 47,859 Workweeks during the Class Period (November 16, 2021 through January 22, 2026), and approximately 459 Aggrieved Employees who worked approximately 18,475 PAGA Pay Periods during the PAGA Period (December 10, 2022 through January 22, 2026).

10. The Parties participated in an all-day mediation on September 22, 2025, presided over by Tripper Ortman, a respected and experienced mediator of wage and hour class and representative actions.

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11. Based on my review of all documents and information obtained, and based on my experience in complex class and representative employment litigation, I believe this settlement to be fair, adequate, and reasonable.

12. I was retained on a contingency fee basis, pursuant to which Plaintiffs' counsel agreed to advance all costs and receive no fee unless a recovery was accomplished. Had Plaintiffs failed to prevail in this case, counsel for Plaintiffs would have expended a significant amount of time, money, and resources without any benefit or return. In addition, had Plaintiffs failed to prevail, Defendant would have been entitled to seek costs in connection with its defense.

13. In terms of my experience in this field, I have been named as Class Counsel in several class actions and have been lead counsel in numerous representative PAGA settlements that have been granted approval, including the following:

- 1 a. Joshua Albright, et al. v. Loma Linda Shared Services, Case No. CIVDS1818361:
2 Class action and PAGA case involving failure to pay wages, meal and rest break violations,
3 and failure to indemnify work related expenses; \$600,000.00 settlement; final approval
4 granted;
- 5 b. Tri Nguyen v First Alarm Security & Patrol, Inc., Case No. 18CV332369: class
6 action and PAGA case on behalf of security guards involving various wage and hour issues;
7 \$7,250,000 settlement; final approval granted;
- 8 c. Ronnie McNeal v. Platinum Security, Inc., Case No. 19STCV05709: PAGA action
9 on behalf of security guards involving meal and rest break violations and failure to pay
10 wages in a timely manner; \$300,000 settlement; PAGA settlement approved;
- 11 d. Mervyn Cole v. Saucey, Inc. Case No. BC707895: class action and PAGA case
12 involving misclassification of employees and other wage and hour issues; \$590,000
13 settlement; final approval granted;
- 14 e. James Rushing v. Security Intelligence Specialist Corporation, Case No. 18-civ-
15 1808, class action and PAGA case on behalf of security guards for breaks and wage
16 statement violations; \$480,000 settlement; final approval granted;
- 17 f. Anthony Gaines, et al. v. Triple Canopy, Inc., l Case No. 9CV345169, class action
18 and PAGA case on behalf of approximately 550 security guards relating to meal and rest
19 break violations and other wage and hour issues; \$2,300,000 settlement; final approval
20 granted;
- 21 g. Veronica Espinoza v. Sharp HealthCare, Case No. 37-2018-00034031-CU-OECTL,
22 class action and PAGA case on behalf of hospital employees relating to meal and rest break
23 violations, among other things; \$2,125,000 settlement; final approval granted;
- 24 h. Wendy Navarro Garcia v. Widdicombe Enterprises, Inc., Case No. 30-2021-
25 01235358-CU-OE-CXC: Class action and PAGA case involving failure to provide
26 compliant meal and rest breaks, failure to pay overtime at the correct regular rate, failure to
27 provide accurate itemized wage statements, and failure to pay all wages due at time of
28 termination; \$1,200,000 settlement; final approval granted;

- i. Samuel Nudelman v. Heartland Steel Products West LLC, Case No. STK-CVUOE-2022-0003348: Class action and PAGA case involving failure to pay overtime at the correct regular rate, unpaid meal and rest period premiums, failure to provide compliant off-premises meal and rest periods, and failure to provide compliant wage statements; \$1,032,500 settlement; final approval granted;
- j. Renee Bullock v. Atria Management Company, LLC, et al., Case No. CU22-086285: PAGA case involving failure to provide compliant meal and rest breaks, failure to properly account for non-discretionary bonuses in the regular rate of pay for calculating overtime, failure to provide accurate itemized wage statements, and failure to pay all wages due at time of termination; \$1,695,000 settlement; PAGA approval granted;
- k. Robert Anthony Gonzalez v. Golden Gate Bell, LLC, Case No. MSC21-00956: Class action and PAGA case involving off-the-clock work, failure to reimburse expenses, failure to provide reporting time pay, meal and rest break violations, and various wage statement and penalty claims; \$4,500,000 settlement; final approval granted; and
- l. Raul Antonio Castro v. Clay Lacy Aviation, Inc., Case No. 21VECV00304: PAGA case involving various wage and hour violations; \$760,000 settlement; PAGA approval granted.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. I submit this Declaration in support of Plaintiff's Motion for Preliminary Approval and respectfully request that the Court grant the motion.

Executed on March 6, 2026, in Woodland Hills, California.

/s/ Manny Starr

MANNY STARR

Attorney for Plaintiff Steven Quirino

EXHIBIT A



Daniel Ginzburg | Attorney

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March 19, 2024

Via Online Filing

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

Via Certified Mail

Core & Main, LP
3155 Indian Avenue
Perris, CA 92571

Core & Main, LP
1830 Craig Park Ct
St. Louis, MO 63146

Subject: *Steven Quirino v. Core & Main, LP*

Dear Representative:

This office represents Steven Quirino (“Plaintiff”) in connection with Labor Code violation claims related to their employment with Core & Main, LP (“Employer”). Employer can be contacted at:

Core & Main, LP
3155 Indian Avenue
Perris, CA 92571

Core & Main, LP
1830 Craig Park Ct
St. Louis, MO 63146

Plaintiff was subjected to at least one of the Labor Code violations alleged in this letter while employed by Employer. As such, Plaintiff intends to seek PAGA penalties on behalf of himself and all other non-exempt employees of Employer employed in California and who were subjected to any or all of the Labor Code violations referenced herein during the PAGA Period (“Aggrieved Employees”). The PAGA Period begins one year prior to the date of this letter and, because the violations alleged herein are ongoing, the PAGA Period extends beyond the date of this letter.

This letter is sent pursuant to the requirements of Labor Code section 2699.3. The Labor Code violations being alleged are as follows:

Meal Break Violations

Labor Code section 512 and the applicable Wage Order provides that an employer shall not employ an employee for a work period of more than five hours per day without providing the

employee with a meal period of not less than 30 minutes, or more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes. Meal periods must be uninterrupted, and the employee must be relieved of all duty.

Labor Code section 226.7 further provides that an employee is entitled to one hour of pay at their regular rate of pay for each day that a compliant meal period was not provided.

The Aggrieved Employees' meal breaks were regularly missed, late or short because of understaffing.

Civil Penalties Applicable to Meal Break Violations

As a result of the above meal break violations, Employer is subject to the civil penalties listed in Labor Code sections 558 and 2699.

Derivative Wage Statement Penalties

Labor Code section 226 requires an employer to provide wage statements to its employees which include, among other things, gross and net wages earned. As a result of Employers failure to pay all premium pay for missed meal breaks as set forth above, Employer failed to provide the Aggrieved Employees with wage statements which accurately listed all wages earned. Employer is therefore subject to the civil penalties listed in Labor Code sections 226.3 and 2699.

Derivative Waiting Time Penalties

Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's resignation. When an employer fails to comply with the above, the employee is entitled to the equivalent of a day's wage at their regular rate of pay for each day the employer is late, for up to 30 days. (Labor Code section 203).

Because Employer did not pay the Aggrieved Employees all premium pay owed during their employment, it follows that the Aggrieved Employees were also never paid these wages after the conclusion of their employment. Thus, Employer had an obligation to pay waiting time penalties, but intentionally failed to do so, and is therefore subject to the civil penalties listed in Labor Code section 2699.

Rest Break Violations

Labor Code section 226.7 and the applicable Wage Order requires employers to authorize and permit its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net per four hours or major fraction thereof. Employees must be relieved of all duties during their rest breaks.

Labor Code section 226.7 further provides that an employee is entitled to one hour of pay at their regular rate of pay for each day that a compliant rest break was not provided.

The Aggrieved Employees' rest breaks were regularly missed because employees were not allowed to take it until January 8, 2024.

The Aggrieved Employees were required to remain on call and generally on duty during their rest breaks. Courts have repeatedly held that employers may not impose any limits on rest breaks. (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal. 5th 257, 269 (2016) (an employer cannot "satisfy its obligation to relieve employees from duties and employer control during rest periods when the employer [] requires its employees to remain on call")). Thus, Employer violated the Labor Code by requiring the Aggrieved Employees to remain on call and on duty during their rest breaks.

An employer generally may not place restrictions on its employees during their rest breaks, such as requiring its employees to remain on the premises and subject to the employer's control. In fact, the California Division of Labor Standards and Enforcement has provided the following guidance on its website:

Q. Can my employer require that I stay on the work premises during my rest period?

A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself. In *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269, the California Supreme Court held that the rest period requirement "obligates employers to permit-and authorizes employees to take-off-duty rest periods. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time." (citation omitted) As a practical matter, however, if an employee is provided a ten minute rest period, the employee can only travel five minutes from a work post before heading back to return in time.

Here, since the Aggrieved Employees were not allowed to leave the work premises during their rest breaks, they were subject to Employer's control during the rest breaks. Thus, the Aggrieved Employees were not provided with compliant rest breaks.

Civil Penalties Applicable to Rest Break Violations

As a result of the above rest break violations, Employer is subject to the civil penalties listed in Labor Code section 2699.

Derivative Wage Statement Penalties

Labor Code section 226 requires an employer to provide wage statements to its employees which include, among other things, gross and net wages earned. As a result of

Employers failure to pay all premium pay for missed rest breaks as set forth above, Employer failed to provide the Aggrieved Employees with wage statements which accurately listed all wages earned. Employer is therefore subject to the civil penalties listed in Labor Code sections 226.3 and 2699.

Derivative Waiting Time Penalties

Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's resignation. When an employer fails to comply with the above, the employee is entitled to the equivalent of a day's wage at their regular rate of pay for each day the employer is late, for up to 30 days. (Labor Code section 203).

Because Employer did not pay the Aggrieved Employees all premium pay owed during their employment, it follows that the Aggrieved Employees were also never paid these wages after the conclusion of their employment. Thus, Employer had an obligation to pay waiting time penalties, but intentionally failed to do so, and is therefore subject to the civil penalties listed in Labor Code section 2699.

Wage Statement Violations

Labor Code section 226 requires an employer to provide wage statements to its employees which include, among other things, gross and net wages earned / total hours worked. Employer failed to provide wage statements which accurately reflected this information.

Civil Penalties Applicable to Wage Statement Violations

As a result of the wage statement violations detailed above, Employer is subject to the civil penalties listed in Labor Code sections 226.3 and 2699.

Waiting Time Penalties

Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's resignation. When an employer fails to comply with the above, the employee is entitled to the equivalent of a day's wage at their regular rate of pay for each day the employer is late, for up to 30 days. (Labor Code section 203).

Because Employer did not pay the Aggrieved Employees all wages owed during their employment, it follows that the Aggrieved Employees were also never paid these wages after the conclusion of their employment. Thus, Employer had an obligation to pay waiting time penalties, but intentionally failed to do so.

The Aggrieved Employees were provided vacation time pay by Employer pursuant to Employer's Vacation Time Pay Policy. The Aggrieved Employees were entitled to receive all vested but unpaid vacation time pay upon the conclusion of their employment with Employer. (Labor Code section 227.3). However, Employer failed to pay out this vested vacation time pay, and similarly failed to pay waiting time penalties based thereon.

Civil Penalties Applicable to Waiting Time Penalties

Because of Employer's failure to pay all wages at the conclusion of employment and to pay the resulting waiting time penalties, Employer is subject to the civil penalties listed in Labor Code section 2699.

Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional facts or theories of liability, they expressly reserve the right to revise these facts and/or add any new claims by amending and/or supplementing this letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Sincerely,

/s/ Daniel Ginzburg

Daniel Ginzburg