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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

DAVID GOMEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

STRAUB DISTRIBUTING COMPANY,
LTD, a California limited partnership; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 30-2024-01376270-CU-OE-CXC

*[Assigned to the Hon. Layne H. Melzer, Dept.
CX102]*

**DECLARATION OF SCOTT M. LIDMAN
IN SUPPORT OF MOTION FOR
SETTLEMENT APPROVAL OF CLAIMS
BROUGHT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT AND
REASONABLE ATTORNEYS' FEES,
COSTS, AND ENHANCEMENT AWARD**

Date: October 8, 2026
Time: 2:00 p.m.
Dept.: CX102

1 I, SCOTT M. LIDMAN, declare as follows:

2 1. I am a shareholder and principal of the law firm Lidman Law, APC, and counsel
3 for the named Plaintiff David Gomez ("Plaintiff") and the proposed Aggrieved Employees in the
4 above-captioned matter. I am a member in good standing of the bar of the State of California and
5 am admitted to practice in this Court. I have personal knowledge of the facts stated in this
6 declaration and could testify competently to them if called upon to do so.

7 2. I am a 1998 graduate of Santa Clara University School of Law, where I graduated
8 *summa cum laude*. During law school, I worked as a summer associate for the international
9 employment law firm of Littler Mendelson, P.C., located in Los Angeles, California.

10 3. Since graduating from law school, my practice has focused exclusively on
11 employment litigation. In September 1998, I began working as an associate attorney at the
12 international law firm of Littler Mendelson P.C., at its Los Angeles office, which according to its
13 website is the largest law firm in the world exclusively devoted to representing management in
14 employment, employee benefits and labor law matters.

15 4. In 2000, I left Littler Mendelson to work at the Los Angeles office of Jones Day,
16 which was at the time one of the largest international firms in the world. During my employment
17 at Jones Day, I worked exclusively in the labor and employment department. In or around 2003,
18 I went to work at the law firm of Loeb & Loeb, again working exclusively in the Labor &
19 Employment department. In 2008, I returned to Littler Mendelson, was promoted to Shareholder
20 in 2009, and from 2008 until the end of 2017, I practiced exclusively labor and employment law,
21 with a strong emphasis and most of my time working on wage and hour class actions venued in
22 both state and federal courts. During that time and my legal career in general, I also worked on a
23 number of single and multi-plaintiff wage and hour matters as well.

24 5. During my employment at Littler Mendelson, I played a significant role in the
25 class actions that I was staffed on, and ran many on my own both as an Of Counsel and as a
26 Shareholder. In particular, I received a wide-array of wage and hour class action experience
27 performing the following types of tasks: drafting demurrers, motions to strike and/or dismiss;
28 removing actions from state court to federal court; drafting and responding to written discovery;

1 drafting and opposing discovery related motions; arguing discovery related motions; drafting
2 motions to consolidate related matters; interviewing putative class members and obtaining
3 declarations in connection with class certification; drafting oppositions to motions for class
4 certification; drafting motions for decertification following class certification; conducting
5 exposure analyses to assess the strengths and weaknesses of asserted claims, the likelihood of
6 prevailing at class certification and potential damages resulting from such claims; drafting
7 mediation briefs; serving as the primary contact to in-house counsel; deposing named plaintiffs
8 and putative class members; deposing retained expert witnesses; and defending the depositions
9 of corporate witnesses. I also was involved in the negotiations and settlements of many large
10 wage and hour class actions. In short, I played an integral role in all aspects of litigation from the
11 inception of a matter through and beyond class certification. I also supervised the work of several
12 junior attorneys who were staffed on the same wage and hour class actions.

13 6. Although not exhaustive, below is a list of many of the wage and hour class and
14 PAGA actions that I performed substantial work on while I was a shareholder at Littler
15 Mendelson:

- 16 ► *Ortega v. J.B. Hunt Transport, Inc.*, Case No. 07-cv-8336-RGK-AFMx,
17 United States District Court, Central District of California, Honorable Gary
18 Klausner, presiding¹.
- 19 ► *Aceves v. J.B. Hunt Transport, Inc.*, Case No. CIVDS1306133, California
20 Superior Court, County of San Bernardino, Honorable Michael Sachs,
21 presiding.
- 22 ► *Moreno v. J.B. Hunt Transport, Inc.*, Case No. BC388612, California
23 Superior Court, County of Los Angeles, Honorable Mel Red Recana,
24 presiding.

27 ¹ My work on this matter including proceedings not only in District Court, but also work before the United States
28 Court of Appeals for the Ninth Circuit as well as the United States Supreme Court.

- 1 ▶ *Newcomb v. J.B. Hunt Transport, Inc.*, Case No. RG16815734, California
2 Superior Court, County of Alameda, Honorable Winifred Smith, presiding.
- 3 ▶ *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-
4 MAN, United States District Court, Central District of California,
5 Honorable Percy Anderson, presiding.
- 6 ▶ *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612,
7 California Superior Court, County of Los Angeles, Honorable Elihu Berle,
8 presiding.²
- 9 ▶ *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx,
10 United States District Court, Central District of California, Honorable Percy
11 Anderson, presiding.
- 12 ▶ *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx,
13 United States District Court, Central District of California, Honorable Percy
14 Anderson, presiding.
- 15 ▶ *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932,
16 California Superior Court, County of Los Angeles, Honorable Jane
17 Johnson, presiding.³
- 18 ▶ *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346,
19 California Superior Court, County of Orange, Honorable Thierry Patrick
20 Colaw, presiding.
- 21 ▶ *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-
22 GPC-KSC, United States District Court, Southern District of California.⁴
- 23 ▶ *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court,
24 County of Solano, Honorable Paul Berman, presiding.

25
26 ² My work on this matter included proceedings not only in the trial court, but also before the California Courts of
27 Appeal and the California Supreme Court.

28 ³ This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.

⁴ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

- 1 ▶ *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC
2 California Superior Court, County of Orange, Honorable William Claster,
3 presiding.
- 4 ▶ *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC,
5 California Superior Court, County of Orange, Honorable William Claster,
6 presiding.
- 7 ▶ *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States
8 District Court, Central District of California, Honorable Andrew Guilford,
9 presiding.⁵
- 10 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx,
11 United States District Court, Central District of California, Honorable
12 Margaret Morrow, presiding.
- 13 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx,
14 United States District Court, Central District of California, Honorable
15 Margaret Morrow, presiding.
- 16 ▶ *Khelghatian v. Comerica Bank, et al.*, Case No. 11-cv-7689-DSF-FFMx,
17 United States District Court, Southern District of California, Honorable
18 John A. Houston, presiding.
- 19 ▶ *Babasa v. Comerica Bank, et al.*, Case No. 11-cv-0595-JAH-BGS, United
20 States District Court, Central District of California, Honorable Margaret
21 Morrow, presiding.
- 22 ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United
23 States District Court, Central District of California, Honorable Margaret
24 Morrow, presiding.
- 25 ▶ *Khalili v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx,
26 United States District Court, Northern District of California.

⁵ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

- 1 ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-
2 CTL, California Superior Court, County of San Diego, Honorable Jeffrey
3 B. Barton, presiding.
- 4 ▶ *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California
5 Superior Court, County of Santa Clara.
- 6 ▶ *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California
7 Superior Court, County of Los Angeles, Honorable Terry Green, presiding.
- 8 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California
9 Superior Court, County of San Francisco.
- 10 ▶ *Smith v. Werner Enterprises*, Case No. 15-cv-02978-RS, United States
11 District Court, Northern District of California, Honorable Richard
12 Seeborg, presiding.

13 7. In January 2018, I voluntarily resigned from Littler Mendelson in order to open
14 my own law firm, Lidman Law, APC, to represent employees with work-related claims, including
15 primarily wage and hour claims and almost exclusively on a class-action basis. I am the President
16 and Shareholder of Lidman Law. Currently, over ninety percent (90%) of my practice is
17 dedicated exclusively to the prosecution of wage and hour class actions, and I am currently
18 responsible for prosecuting over sixty-five (65) wage and hour class actions filed in State courts
19 throughout California, with several of them having been removed to Federal courts. I believe that
20 my professional experience renders me more than qualified to serve as class counsel in this
21 lawsuit involving claims of underpaid overtime and minimum wages, meal and rest period
22 violations, and derivative penalty claims. Not only have I litigated dozens of wage and hour cases
23 throughout my career involving similar claims, including the wage and hour class actions
24 identified above, I have litigated similar claims from both plaintiff and defense perspectives. As
25 a result, I am able to realistically assess and evaluate the facts and legal arguments that can be
26 made in pursuit and defense of similar wage and hour claims, as well as those facts and arguments
27 in support and in opposition to class certification. Consequently, I am able to appreciate the
28 significant risks, uncertainties, and delay involved in wage and hour class action litigation.

1 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case
2 No. BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B.
3 Kuhl presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court,
4 County of Los Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances,*
5 *Inc.*, Case No. 30-2017-00964213-CU-OE-CXC, California Superior Court, County of Orange,
6 Honorable Judge William Claster presiding; *Hanke v. C&W Facility Services, Inc.*, Case No.
7 CIVDS1814412, California Superior Court, County of San Bernardino, Honorable Judge David
8 Cohn presiding; *Molina v. Mader News, Inc.*, Case No. BC685960, California Superior Court,
9 County of Los Angeles, Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v.*
10 *Salamander Fire Protection, Inc.*, Case No. BC688326, California Superior Court, County of
11 Los Angeles, Honorable Judge William F. Highberger presiding; *Rodriguez v. H.F. Cox, Inc.*,
12 Case No. BC653164, California Superior Court, County of Los Angeles, Honorable Judge
13 Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California
14 Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran*
15 *v. Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside,
16 Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*,
17 Case No. BC688477, California Superior Court, County of Los Angeles, Honorable Judge
18 Daniel J. Buckley presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No. BC680872,
19 California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko
20 presiding; *Guzman v. Century Blinds*, Case No. RIC1723654, California Superior Court, County
21 of Riverside, Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing,*
22 Case No. CIVDS1901039, California Superior Court, County of San Bernardino, Honorable
23 Judge David S. Cohn presiding; *Coffee, et al. v. Flyers Transportation Energy, LLC*, Case No.
24 34-2017-00222084, California Superior Court, County of Sacramento, Honorable Judge Alan G.
25 Perkins presiding; *Romero v. Fillmore Hospitality, LLC*, Case No. BC705667, California
26 Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson presiding;
27 *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*, Case No. CIVDS1617291, California
28 Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding;

1 *Contreras, et al. v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-CTL, California
2 Superior Court, County of San Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v.*
3 *WeDriveU*, Case No. 18CV322578, California Superior Court, County of Santa Clara,
4 Honorable Judge Brian C. Walsh presiding; *Acuna v. Canton Food Co., Inc.*, Case No.
5 BC685001, California Superior Court, County of Los Angeles, Honorable Judge David S.
6 Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*, Case No. 2:18-cv-
7 06036-PSG-SS, United States District Court for the Central District of California, the Honorable
8 Judge Philip S. Gutierrez presiding.

9 9. As co-lead counsel for Plaintiff, I have been intimately involved in every aspect
10 of this case from its inception through the present, and I believe that the proposed Settlement is
11 a reasonable result for the Aggrieved Employees.

12 10. Defendant Straub Distributing Company (“Defendant”) does business by
13 distributing beverages to its clients.

14 11. On January 26, 2024, Plaintiff filed a class action Complaint against Defendant
15 asserting a single claim for failure to provide accurate, itemized wage statements.

16 12. On January 26, 2024, Plaintiff sent a written notice pursuant to Labor Code
17 section 2698 *et seq.* to the Labor Workforce Development Agency (“LWDA”) and Defendant
18 asserting claims for civil penalties pursuant to the California Labor Code Private Attorney
19 General Act, Labor Code section 2698, *et seq.* (“PAGA) stemming from Defendant’s failure to
20 provide accurate wage statements. A true and correct copy of the LWDA letter is attached hereto
21 as **Exhibit 1**.

22 13. On April 2, 2024, Plaintiff filed a First Amended Complaint adding a claim for
23 civil penalties pursuant to the PAGA.

24 14. On April 26, 2024, due to the existence of an arbitration agreement between the
25 Parties and at Plaintiff’s request, the Court dismissed the class action allegations without
26 prejudice and submitted Plaintiff’s individual claims to arbitration.

27 15. Thus, the only remaining claim in this action is the PAGA representative claim.
28 Pursuant to the Parties’ settlement and Plaintiff’s amended PAGA notice to the LWDA, the

Parties filed a stipulation for Plaintiff to file a Second Amended Complaint adding additional Labor Code violations encompassing potential claims for minimum wage, overtime, regular rate of pay, sick pay, and waiting time penalties. On June 25, 2026, Plaintiff filed the Second Amended Complaint. A true and correct copy of the LWDA letter is attached hereto as **Exhibit 1**.

16. Throughout this action, the Parties conducted formal discovery including, without limitation, taking the deposition of Defendant's Person Most Qualified and Plaintiff. After agreeing to participate in a private mediation, Defendant informally produced to Plaintiff payroll data for Aggrieved Employees. After the detailed review of the data produced by Defendant, Plaintiff's Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. This informal discovery allowed the parties to assess the merits and value of Plaintiff's claim and determine if a settlement could be reached.

17. On November 12, 2024, the Parties participated in mediation with Steve Pearl, Esq., a well-respected wage and hour class and representative action mediator. Lidman Decl., ¶ 17. During mediation, the Parties vigorously debated their opposing legal positions and the likelihood of Plaintiff's ability to proceed on a representative basis and obtain a judgment in his favor. *Id.* Although the Parties did not settle, the Parties continued to negotiate with the assistance of Mr. Pearl, in tandem with their litigation of Plaintiff's individual arbitration. Ultimately, after several months of continued discussions and negotiations, the Parties reached a settlement, the terms of which were subsequently finalized in writing after mediation. A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 2**. The Proposed Notice of PAGA Settlement and Release of Claims is attached hereto as **Exhibit 3**.

18. The monetary terms of the Settlement are summarized below:

Gross Settlement Amount:	\$100,000.00⁶
Minus Court-approved attorneys' fees (1/3):	\$33,000.00

⁶ Based on its records, Defendant estimates that, as of January 21, 2025, there were 13,327 PAGA Pay Periods during the PAGA Period. In the event that the final number of PAGA Pay Periods during the PAGA Period exceeds 14,660 PAGA Pay Periods, Defendant agrees to increase the GSA on a proportional basis equal to the percentage increase in the number of pay periods worked by the PAGA Period above the 10%. See Lidman Decl., ¶ 21, Exh. 3 (Settlement, Sec. 3.E.).

1 Minus Court-approved attorneys' costs: \$16,057.17

2 Minus Court-approved enhancement award: \$2,500.00

3 Minus settlement administrator costs: \$4,000.00

4 **Net Settlement Amount: \$44,442.83**

5 **Net Settlement Amount: \$44,442.83**

6 75% to LWDA \$33,332.12

7 25% to Aggrieved Employees \$11,110.71

8
9 19. Within twenty (20) calendar days after the Effective Date, the date in which entry of
10 an order by the Court approving the Settlement, Defendant shall provide the Settlement
11 Administrator with information for Aggrieved Employees which means Aggrieved Employees'
12 identifying information in Defendant's possession including the Aggrieved Employee's name,
13 last-known mailing address, Social Security number, and number of PAGA Pay Periods and/or
14 hire and termination dates. Lidman Decl., ¶ 19, Exh. 2 (Settlement, Sec. 4.2.). Defendant shall
15 fund the Gross Settlement Amount within 30 calendar days of the Effective Date. *Id.*, Settlement,
16 Sec. 4.3. Within 14 calendar days after Defendant's funding of the Gross Settlement Amount, the
17 Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment,
18 the Administration Expenses Payment, and the PAGA Counsel Fees and Expenses Payments.
19 Disbursement of the PAGA Counsel Fees and Expenses Payments shall not precede disbursement
20 of Individual PAGA Payments.

21 20. The entire NSA shall be designated as PAGA civil penalties. Lidman Decl., ¶ 20.
22 Seventy-five percent (75%) of the NSA will be distributed to the LWDA and twenty-five percent
23 (25%) will be distributed to the Aggrieved Employees pursuant to Labor Code § 2699(i). Based
24 on these distributions, the amount to be paid to the LWDA will be \$33,332.12 and the amount
25 paid to Aggrieved Employees is estimated to be \$11,110.71. The Administrator will calculate
26 each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25%
27 share of PAGA Penalties of (\$11,110.71) by the total number of PAGA Period Pay Periods
28 worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by

each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment and **will be reported on an IRS Form 1099.** Lidman Decl., Exh. 2. The average payment to an Aggrieved Employee is estimated to be \$74.57.

21. According to Defendant, there are approximately 149 total Aggrieved Employees defined as:

All hourly non-exempt Drivers who were or are employed by Defendant Straub Distributing Company, LTD during the PAGA Period. The PAGA Period means the time period from January 26, 2023 through April 4, 2026.

The Parties estimates that, from January 26, 2023 through December 15, 2025, there were 8,714 PAGA Pay Periods.

22. Here, Aggrieved Employees' claims arise from Defendant's failure to issue inaccurate wage statements. Although he maintains that the PAGA action is meritorious, Plaintiff acknowledges that his position includes real risks and uncertainty, especially in the face of Defendant's numerous defenses on the merits discussed below. While Plaintiff maintains he could rebut these defenses, Plaintiff nonetheless faced several substantial challenges in prevailing in this matter, and this risk factor weighs in favor of approving the Settlement.

23. As described in the accompanying Motion for Settlement Approval, Plaintiff alleges that Defendant did not pay Plaintiff and other non-exempt Drivers for all hours worked. Specifically, Plaintiff alleges Defendant failed to pay Drivers all of their earned "Dimes." From the data and documents produced in connection with ongoing negotiations, there appeared to be approximately 67 pay periods where Dimes rate of pay was zero instead of ten cents. Further, this impacted 9 drivers. Accordingly, pursuant to Labor Code section 1198 and the default penalties set forth in the PAGA, Plaintiff calculated Defendant's civil penalty exposure for unpaid wages at \$12,500.00 [(9 employees x \$100 initial violation rate) + (58 x \$200 subsequent violation rate)].

24. Defendant denies that it required employees to work without proper compensation. Defendant contends that it properly paid its Drivers, including Dimes and that this is nothing more than a payroll/clerical error. In light of this and Defendant's argument that

1 the Court would exercise its discretion to reduce any civil penalty due to its good faith efforts to
2 comply with applicable law, Plaintiff discounted the maximum recovery on this claim by 75
3 percent to account for the risk that Defendant could prevail in its defenses, to arrive at a projected
4 total of approximately \$3,125.00.

5 25. Plaintiff alleges that Defendant failed to pay all sick pay wages. Based on
6 Defendant's payment of Dimes, Plaintiff contends that such compensation should have been
7 included in sick pay wages. As such, pursuant to Labor Code section 226.7 and the default
8 penalties set forth in the PAGA, and based on sick pay being in about 5% of the wage statements
9 with Dimes earned, Plaintiff calculated Defendant's exposure at \$77,200 [(150 employees x
10 \$100 initial violation rate) + (311 x \$200 subsequent violation rate)].

11 26. Defendant counters that it has properly compensated its Drivers. Defendant
12 contends that Dimes do not have to be included in the calculation of sick pay. Defendant
13 contended that Dimes is a bonus and did not need to be considered in the calculation of sick pay.
14 In light of these defenses and Defendant's argument that the Court would exercise its discretion
15 to reduce any civil penalty due to its good faith efforts to comply with applicable law, Plaintiff
16 discounted the maximum recovery on this claim by 80 percent to account for the risk that
17 Defendant could prevail in its defenses, to arrive at a projected total of approximately \$15,440.

18 27. Plaintiff alleges that Defendant issued inaccurate wage statements in violation of
19 Labor Code § 226 as a result of the above and failing to include the rate of pay and units for Dimes.
20 Plaintiff estimates that there were approximately 8,714 wage statements issued during the relevant
21 time period. Accordingly, pursuant to Labor Code section 226 and the default penalties set forth
22 in the PAGA, Plaintiff calculated Defendant's exposure at \$1,727,800.00 [(150 employees x \$100
23 initial violation rate) + (8,564 x \$200 subsequent violation rate)].

24 28. Defendant argues that its alleged wage statement violations could not be shown to
25 be "knowing and intentional," and that Plaintiff cannot show that he or any other employee
26 "suffer[ed] injury" as a result of the alleged wage statement violations, as required by Lab. Code
27 § 226(e) for imposition of penalties. Defendant also contended that Dimes was a bonus and thus
28 the rates and/or units did not need to be listed on a wage statement. In light of these defenses and
Defendant's argument that the Court would exercise its discretion to reduce any civil penalty due

1 to its good faith efforts to comply with applicable law, Plaintiff discounted the maximum recovery
2 on this claim by 75 percent to account for the risk that Defendant could prevail in its defenses, to
3 arrive at a projected total of approximately \$431,950.00.

4 29. Plaintiff alleges Defendant failed to pay its former Drivers all of their owed wages.
5 Specifically, Plaintiff alleges Drivers that separated their employment were not paid all of their
6 “Dimes” earnings. Therefore, Plaintiff calculated Defendant’s exposure at approximately
7 \$3,000.00 (30 formers employees x \$100).

8 30. Defendant contends Drivers who separated their employment were paid all of
9 their owed wages. In light of these defenses and Defendant’s argument that the Court would
10 exercise its discretion to reduce any civil penalty due to its good faith efforts to comply with
11 applicable law, Plaintiff discounted the maximum recovery on this claim by 65% to account for
12 the risk that Defendant could prevail in its defenses, to arrive at a projected total of approximately
13 \$1,050.

14 31. The proposed settlement of \$100,000.00 therefore represents approximately 23
15 percent of the realistic total recovery (\$433,000.00) for Aggrieved Employees and avoids the
16 risks of proceeding through trial. “The fact that a proposed settlement may only amount to a
17 fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is
18 grossly inadequate and should be disapproved.” Plaintiff acknowledges that there was
19 substantial uncertainty and risk as to his claims of Labor Code violations. Approval is
20 appropriate since this settlement will provide tangible, monetary relief to Aggrieved Employees
21 and the State of California.

22 32. My experience in matters similar to this one was integral in evaluating the
23 strengths and weaknesses of this case and the reasonableness of the Settlement. Practice in the
24 narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly
25 evolving substantive state and federal law, as well as the procedural law of class action litigation.
26 This case involved nuanced legal issues regarding both substantive and procedural law, including
27 complex issues with respect to the propriety of statutory penalties.
28

33. Plaintiff's Counsel have a lodestar of \$88,720.00 without the use of any multiplier, which is more than the \$33,000.00 fee request. The following is a general summary showing the number of hours of work performed by each attorney and paralegal in my firm and co-counsel's firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (26 th Year Attorney)	\$900	19.0	\$17,100.00
Paul K. Haines (18 th Year Attorney)	\$850	3.8	\$3,230.00
Milan Moore (9 th Year Attorney)	\$650	90.3	\$58,695.00
Tiara Gose-Hardy (6 th Year Attorney)	\$525	15.3	\$8,032.50
Paralegals	\$200	9.5	\$1,662.50
Total Lodestar			\$88,720.00

A summary of the hours worked by the attorneys on this matter is attached hereto as **Exhibit 4.**

34. My proposed hourly rate of \$900, Mr. Haines's proposed hourly of \$850, Ms. Moore's proposed hourly rate of \$650, and Ms. Gose-Hardy's proposed hourly rate of \$525 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit 5.**

35. The attorneys' fee award requested is consistent with those routinely awarded by California superior courts. California superior courts frequently grant common fund awards of 33 percent. *See, e.g., Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66, fn. 11 (2008); *see also, In re Pacific Enterprises Securities Litig.*, 47 F.3d 373, 379 (9th Cir. 1995) (affirming 33% fee award); *Chavez v. Saticoy Lemon Ass'n*, Case No. 56-2015-00468600-CU-OE-VTA, 2015 WL 5561118 (Ventura Cty. Super. Ct., Aug. 29, 2015) (approving attorneys' fees of one-third of settlement fund in representative PAGA settlement).

36. Indeed, numerous courts have awarded attorneys' fees of up to, or in excess of 40 percent of the common fund. *Ammari Electronics, et al. v. Pacific Bell Directory*, Alameda County Sup. Ct., Case No. RG05198014 (awarded 43.8%) (2015); *In re California Indirect*

1 *Purchaser X Ray Film Antitrust Litigation*, San Francisco Sup. Ct. 1998 (citing *Abzug v.*
2 *Kerkorian*, Los Angeles Sup. Ct., Nov. 19, 1990, Case No. CA-00981 (45%) and *Haitz v. Meyer*,
3 Alameda County Sup. Ct., August 20, 1990, Case No. 5729683 (45%)); *Hall v. Cinema 7, Inc.*,
4 San Francisco Sup. Ct., July 16, 2008, Case No. CGC-01-409105 (53%); and *Rundberg v.*
5 *Intrawest Napa Dev. Co.*, Napa County Sup. Ct., January 15, 2014, Case No. 26-56886 (40%).

6 37. Being a private law practice, my firm can only properly litigate a limited number
7 of cases at one time. The professional demands of this case were significant, including a
8 significant number of hours of attorney and paralegal time. This litigation precluded my firm
9 from other employment due to the time and financial commitments required by the case. Indeed,
10 because my firm takes on cases on a purely contingency fee, we are only compensated for our
11 time if we successfully settle a case or prevail at trial. Accordingly, I believe the requested fees
12 are reasonable.

13 38. Since undertaking representation of Plaintiff, my firm has dedicated substantial
14 resources to this litigation, including expending (or will expend) a total of \$16,057.17 (including
15 costs associated with the instant motion) in actual litigation costs, without receiving any
16 compensation to date. A true and correct copy of my firm's costs summary in this matter, is
17 attached hereto as **Exhibit 6**. My office conducted legal research regarding the merits of
18 Plaintiff's claims, the ability to recover penalties under the PAGA, and Defendant's potential
19 defenses. My office spent significant time reviewing and analyzing the data Defendant produced
20 informally prior to mediation and prepared an exposure analysis on the PAGA penalties. My
21 office expended significant additional effort in preparing subsequent settlement documents, this
22 Motion for settlement approval, and supporting declarations, and will oversee the settlement
23 administration process.

24 39. Plaintiff also seeks an enhancement award of \$2,500.00, which is reasonable
25 given Plaintiff's efforts in this case and the risks he undertook on behalf of the Aggrieved
26 Employees. Plaintiff provided substantial factual information and documents to my firm and
27 attended multiple meetings. Plaintiff also made himself available on the day of the mediation,
28 and responded to all questions that I had as various issues arose. Further, Plaintiff put his future

1 employment prospects at risk by becoming a representative, as the fact that he filed a lawsuit “is
2 searchable on the internet and may become known to prospective employers when evaluating”
3 them for employment.

4 40. On July 8, 2026, Plaintiff submitted the Proposed Settlement and Proposed
5 Notice of PAGA Settlement and Release of Claims to the LWDA pursuant to Labor Code
6 § 2699(1)(2). A true and correct copy of the confirmation and proof of service is attached hereto
7 as **Exhibit 7**.

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

10 Executed on July 8, 2026, at El Segundo, California.

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Scott M. Lidman

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

March 9, 2026

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**VIA U.S. CERTIFIED MAIL – RETURN
RECEIPT REQUESTED**

FISHER & PHILLIPS LLP

Todd B. Scherwin (SBN 239848)
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Fax: (213) 330-4501

Attorneys for Defendant
STRAUB DISTRIBUTING COMPANY, LTD

Re: *David Gomez v. Straub Distributing Company, LTD*
LWDA Case No. LWDA-CM-1007581-24

To Whom It May Concern:

Please be advised that this law firm represents David Gomez in claims arising from his employment with Straub Distributing Company, LTD, a California limited partnership (“Defendant”). Mr. Gomez is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* as set forth below. Defendant’s numerous violations of the Labor Code as set forth below and in his prior correspondence to the Labor and Workforce Development Agency (“LWDA”) dated January 26, 2024 (the “LWDA Letter”). Attached hereto as **Exhibit A** is a true and correct copy of the LWDA Letter and is incorporated herein by reference. By this letter, Mr. Gomez hereby supplements his prior LWDA Letter. The purpose of the LWDA Letter and the instant supplement letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the LWDA of the specific provisions of the Labor Code allegedly violated.

Minimum Wage Violations

Defendant was required to pay Mr. Gomez and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197;

The Wage Order 1, § 4. Mr. Gomez and other aggrieved employees were not paid for all hours worked due to Defendant's Dimes practices.

Overtime Violations

Defendant was required to pay Mr. Gomez and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. See Labor Code §§ 1194(a) and 1198; the Wage Order 1, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated equal to one and one-half times their regular rate of pay for all overtime hours worked." Mr. Gomez worked overtime hours but was not properly compensated due to Defendant's Dimes policy and practice.

Regular Rate of Pay

Defendant was required to include the payment of Dimes in Mr. Gomez and other aggrieved employees regular rate for purposes of overtime wages. Defendant failed to do so.

Sick Time Pay

Labor Code section 245 requires Defendant to include all wages in the calculation of sick time pay. Defendant failed to include the payment of Dimes in sick time pay paid to Mr. Gomez and other aggrieved employees.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendant failed to timely pay other Aggrieved Employees all of their final wages at the time of separation, which included, among other things, payment of Dimes. Pursuant to Labor Code § 203, Defendant's failure to pay all final wages due to other aggrieved employees was willful and, consequently, entitles aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Defendant failed to pay their final wages after their separation, up to a maximum of thirty days.

As an "aggrieved employee," Mr. Gomez has initiated a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the violations alleged herein and in his January 26, 2024 LWDA letter. Based on Mr. Gomez's own investigation, and on information and belief, Defendant committed the following additional Labor Code violations:

- a) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Mr. Gomez and other aggrieved employees the statutory minimum wage for all hours worked;

- b) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Gomez and other aggrieved employees all overtime compensation earned;
- c) Defendant failed to pay Mr. Gomez and other aggrieved employees at their correct regular rate of pay for overtime, double time, sick time, meal period premiums and rest period premiums;
- d) Defendant violated Labor Code § 245 et seq. by failing to properly pay all sick time pay;
- e) Defendant violated Labor Code § 204 by failing to pay Mr. Gomez and other aggrieved employees all earned wages at least twice during each calendar month; and
- f) Defendant violated Labor Code § 201-203 by failing to pay aggrieved employees all final wages upon separation of employment.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC



Scott M. Lidman

EXHIBIT A

EXHIBIT A

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

January 26, 2024

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**VIA U.S. CERTIFIED MAIL – RETURN
RECEIPT REQUESTED**

Straub Distributing Company, LTD.
c/o Mark Danner, Registered Agent
4633 East La Palma Avenue
Anaheim, CA 92807

Re: *David Gomez v. Straub Distributing Company, LTD*

To Whom It May Concern:

Please be advised that this law firm represents David Gomez in claims arising from his employment with Straub Distributing Company, LTD, a California limited partnership (“Defendant”). Mr. Gomez is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly-paid drivers in California who worked, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement and/or other date approved by the Court.

Mr. Gomez, a current employee, has been employed by Defendant since approximately May 2022 as a Commercial Delivery Driver.

Throughout Mr. Gomez’s employment, Defendant failed to provide him and other drivers with accurate, itemized wage statements, in violation of Labor Code section 226. Specifically, the wage statements Defendant provided to their drivers failed to include the units and rates for the “Dimes” line item on the paystubs issued, in violation of California law.

As described above, Defendant committed the following violations of the Labor Code:

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Gomez and other aggrieved employees with accurate and complete, itemized wage statements that included the units and rates for the “Dimes”, all in violation of Labor Code § 226 *et seq.* Defendant’s failure to furnish Mr. Gomez and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures deprived them of the information necessary to identify potential discrepancies in Defendant’s reported data.

As an “aggrieved employee,” Mr. Gomez will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage statement violations alleged herein. Based on Mr. Gomez’s own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- a) Defendant violated Labor Code § 226 by failing to furnish Mr. Gomez and other aggrieved employees with accurate and compliant itemized wage statements.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC



Scott M. Lidman

EXHIBIT 2

EXHIBIT 2

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff David Gomez (“Plaintiff”) and Defendant Straub Distributing Company, LTD (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *David Gomez v. Straub Distributing Company, LTD, et al.* initiated on January 26, 2024 and pending in Superior Court of the State of California, County of Orange, Case No. 30-2024-01376270-CU-OE-CXC.
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees.
- 1.4. “Aggrieved Employees” means all hourly non-exempt Drivers who were or are employed by Defendant during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employees’ identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods and/or hire and termination dates.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Orange.
- 1.8. “Defense Counsel” means Fisher & Phillips LLP.
- 1.9. “Effective Date” means the date the Court enters a Judgment on its Order Approving the PAGA Settlement.
- 1.10. “Gross Settlement Amount” means \$100,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below.

The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

- 1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. "Representative Enhancement" means a representative enhancement award to plaintiff in the amount of \$2,500.00 from the GSA.
- 1.13. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.14. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Administration Expenses Payment, and the Representative Enhancement. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.17. "PAGA Counsel" means Lidman Law, the attorneys representing the Plaintiff in the Action.
- 1.18. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.19. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.20. "PAGA Period" means the period from January 26, 2023 through April 4, 2026.
- 1.21. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.22. "PAGA Notice" means Plaintiff's January 26, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a) as well as Plaintiff's March 9, 2026 amended letter to the LWDA.

- 1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.24. “Plaintiff” means David Gomez, the named plaintiff in the Action.
- 1.25. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.26. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.27. “Released Parties” means: Defendant, and all of its and their subsidiaries, affiliates, shareholders, owners, members, agents, attorneys, officers, employees, predecessors, successors and assigns.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.29. “Defendant” means named Defendant Straub Distributing Company, LTD.

2. RECITALS.

- 2.1. On January 26, 2024, Plaintiff submitted a Private Attorney General Act (“PAGA”) notice to the Labor Workforce Development Agency (“LWDA”) on behalf of himself and all aggrieved non-exempt drivers of Defendant in California (the “PAGA Notice”). Plaintiff’s PAGA Notice alleged a single violation of Labor Code section 226.
- 2.2. On January 26, 2024, Plaintiff filed his class action lawsuit in Orange County Superior Court, case no. 30-2024-01376270-CU-OE-CXC (the “Action”). On April 2, 2024, Plaintiff filed a First Amended Complaint adding a claim for civil penalties pursuant to PAGA.
- 2.3. On April 26, 2024, pursuant to stipulation of the Parties, the Court entered an order sending Plaintiff’s individual claims, including his individual PAGA claim, to arbitration and staying the representative PAGA claim pending arbitration. That matter is entitled Gomez, David vs Straub Distributing Company, LTD, JAMS Case No. 5200001695.
- 2.4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

- 2.5. On November 12, 2024, the Parties participated in an all-day mediation presided over by experienced PAGA mediator, Steve Pearl. The Parties were unable to reach a resolution at mediation and continued arbitrating Plaintiff's claims. The Parties conducted significant formal discovery, including depositions. In the arbitration proceeding, Defendant filed a motion for summary judgment, or in the alternative, summary adjudication which was fully briefed. Through the mediator, the Parties continued settlement negotiations after Defendant filed its motion for summary judgment which ultimately led to the instant settlement.
- 2.6. Prior to mediation and during the settlement negotiations that followed in late 2025 and early 2026, Plaintiff obtained, through discovery and informal production, statistical data, including records of Defendant's employees which consisted of wage statements, the number of pay periods in the PAGA Period, and the total number of aggrieved employees.
- 2.7. On or about March 5, 2026, the parties executed an Memorandum of Understanding setting for the preliminary terms of a negotiated resolution of the PAGA claims.
- 2.8. On March 9, 2026, pursuant to this settlement, Plaintiff issued an amended PAGA notice to the LWDA for the purposes of effectuating settlement only (the "Amended PAGA Notice"). In addition to the pending wage statement claims, the Amended PAGA Notice alleged Labor Code violations encompassing potential claims for minimum wage, overtime, regular rate of pay, sick time pay, and waiting time penalties.
- 2.9. As part of the settlement, Plaintiff agrees to file a First Amended Complaint that alleges violations of each Released PAGA Claim during the PAGA Period and Defendant agrees to stipulate to the filing of said First Amended Complaint cover claims alleged in the original and amended PAGA notices. If the Settlement is not approved by the Court in any manner, the parties will revert to their original positions as if no settlement had been reached in the original complaint will be the operative complaint in this matter. As this event will occur automatically, Defendant will not have to file a motion to strike or any other motions to withdraw or eliminate the above-reference claims added to the Action through the First Amended Complaint.
- 2.10. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Defendant promises to pay \$100,000.00 and no more as the Gross Settlement Amount on the prescribed payment plan as set forth in Paragraph 4.3.

Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

- 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33% which is currently estimated to be \$33,000.00 and PAGA Counsel Litigation Expenses Payment of not more than \$17,500.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$4,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$4,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3. Plaintiff's Enhancement Award: Plaintiff will request an enhancement award of \$2,500.00 in exchange for his time and work as the PAGA representative in the Action subject to the Court's approval. To the extent the Court approves payment less than \$2,500.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of at least \$43,000.00 to be paid from the Gross Settlement Amount, with 75% (\$32,250.00) allocated to the LWDA PAGA Payment and 25% (\$10,750.00) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of at least (\$10,750.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are approximately 149 Aggrieved Employees who worked a total of approximately 8,714 PAGA Pay Periods during the period from January 26, 2023 through December 15, 2025.

4.2. Aggrieved Employee Data. Within 20 calendar days of the Court's Order approving the Settlement, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee's privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount within 30 calendar days of the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 calendar days after Defendant's funding of the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Fees and Expenses Payments. Disbursement of the PAGA Counsel Fees and Expenses Payments shall not precede disbursement of

Individual PAGA Payments.

- 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
 - 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
 - 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
- 5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:
- 5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during Plaintiff's employment with Defendant, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint, the PAGA Notice, and the Amended PAGA Notice ("Plaintiff Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the

Release Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

- 5.2 Release by Aggrieved Employees. As of the Effective Date and the date on which Defendant fully funds the entire Gross Settlement Amount, all Aggrieved Employees are deemed to release, on behalf of themselves and the Released Parties from all claims for civil penalties pursuant to PAGA including failure to pay minimum wages, failure to pay overtime wages, failure to pay sick time, failure to provide accurate wage statements, claims arising out of compliance associated with piece rate compensation plans, failure to timely pay wages during employment, and failure to timely pay wages upon separation of employment, that were alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint, the PAGA Notice, and the Amended PAGA Notice which arose during the PAGA period (January 26, 2023- April 4, 2026) including but not limited to the following Labor Code sections: 201-203, 204, 210, 226, 245, et seq., 510, 558, 1194, 1194.2, 1197, 1197.1, and 1198.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)).
- 6.2 Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the

Court's Approval Order to the Administrator.

- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES

Based on its records, Defendant estimates that during the period from January 26, 2023 through December 15, 2025, there are 8,714 pay periods at issue. If the number of pay periods worked by Aggrieved Employees during the PAGA Period through December 15, 2025, increases by more than 10%, Defendant has the option – without needing approval from Plaintiff's Counsel, the Court, or any other entity/person – to either: (i) increase the GSA on a pro-rata basis equal to the percentage increase in the number of pay periods worked by the Aggrieved Employees above 10% (for example, if the number of pay periods increases by 11%, the GSA will increase by 1%) or (ii)

shorten the release period to an earlier date at which only the represented number of pay periods plus 10% are covered by the PAGA Period. To the extent this provision is triggered because the number of pay periods worked by the Aggrieved Employees during the PAGA Period increases by more than 10%, Defendant will advise Plaintiff of its election by no later than five (5) court days before the hearing on Plaintiff's Motion for PAGA Approval..

- 9. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint, PAGA Notice, and/or Amended PAGA Notice have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and

supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 No Publicity. Plaintiff and PAGA Counsel agree that they have not and will not publish the settlement in any form of media, including, but not limited to all forms of social media, and that the settlement shall remain fully confidential until preliminary approval. In response to any inquiries Plaintiff will state that “the case was resolved, and it was resolved confidentially.” PAGA Counsel shall not report the settlement in any medium or in any publication, including, but not limited to all forms of social media, shall not post or report anything regarding the claims of Plaintiff or the PAGA members or the settlement on their website, and shall not contact any reporters or media regarding

the settlement. However, PAGA Counsel is authorized to make disclosures to the Court and the LWDA for the purposes of obtaining the approval of the settlement. This disclosure is limited to court filings and neither Plaintiff nor PAGA Counsel or representatives are permitted to disseminate or publish, distribute or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. Notwithstanding the foregoing, PAGA Counsel may include the settlement (and/or a summary of the settlement) in future declarations filed in support of PAGA Counsel's experience and/or adequacy to represent PAGA aggrieved employees or class members.

- 10.13 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant.
- 10.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.15 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the day sent by email.
- 10.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the

entire period of this settlement process.


David A Gomez (May 26, 2026 15:50:11 PDT)

Plaintiff David Gomez

Dated: 05/26/2026



Lidman Law
Scott Lidman
Milan Moore
Counsel for Plaintiff,
David Gomez

Dated: 5/26/26

For
Defendant Straub Distributing Company, LTD

Dated: _____

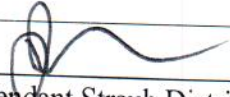
Fisher & Phillips LLP
Todd B. Scherwin
Christopher Conti
Counsel for Defendant,
Straub Distributing Company, LTD

Dated: _____

entire period of this settlement process.

Plaintiff David Gomez

Dated: _____

 For
Defendant Straub Distributing Company, LTD
Dated: 5-29-26

Lidman Law
Scott Lidman
Milan Moore
Counsel for Plaintiff,
David Gomez

Dated: _____

Fisher & Phillips LLP
Todd B. Scherwin
Christopher Conti
Counsel for Defendant,
Straub Distributing Company, LTD

Dated: _____

entire period of this settlement process.

Plaintiff David Gomez

Dated: _____

_____ For
Defendant Straub Distributing Company, LTD

Dated: _____



Lidman Law
Scott Lidman
Milan Moore
Counsel for Plaintiff,
David Gomez

Fisher & Phillips LLP
Todd B. Scherwin
Christopher Conti
Counsel for Defendant,
Straub Distributing Company, LTD

Dated: _____

Dated: _____

EXHIBIT A

EXHIBIT A

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

David Gomez v. Straub Distributing Company, LTD
Orange County Superior Court Case No. 30-2024-01376270-CU-OE-CXC

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX -

I. NOTICE OF PAGA SETTLEMENT

The Orange County Superior Court (the “Court”) has approved a settlement in the above-captioned action filed by David Gomez (“Plaintiff”) on behalf of himself and all other aggrieved employees.

In this lawsuit, Plaintiff sought to recover civil penalties for alleged violations of the California Labor Code on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees under the California Private Attorneys General Act (the “PAGA”). These civil penalties are based on Plaintiff’s allegations that Straub Distributing Company, LTD (“Straub”): (1) failed to pay all overtime compensation earned; (2) failed to pay the statutory minimum wage for all hours worked; (3) failed to properly pay all legally required meal period premiums; (4) failed to properly pay all legally required rest period premiums; (5) failed to furnish accurate and compliant itemized wage statements; (6) failed to pay all final wages upon separation of employment; and (7) failed to properly pay all sick pay wages, and as a result is liable for civil penalties under the PAGA.

The Court has ***not*** made a determination about the merits of Plaintiff’s claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff’s claims.

Straub denies all of Plaintiff’s claims and allegations. It maintains that it was in compliance with the California Labor Code at all times and entered into the Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are in the group of employees referred to as “Aggrieved Employees,” which is defined as: “all hourly non-exempt Drivers who were or are employed by Defendant Straub Distributing Company, LTD during the “PAGA Period.” The PAGA Period is from January 26, 2023 through April 4, 2026.

II. INDIVIDUAL PAGA PAYMENT

Each individual PAGA payment was calculated on a pro rata basis (*i.e.*, proportional) based on the number of pay periods worked by each Aggrieved Employee in the PAGA Period. Your individual PAGA payment has been calculated at \$[AMOUNT PAID TO THIS EMPLOYEE]. Your payment is enclosed with this Notice.

Please Note: One hundred percent (100%) of your individual PAGA payment under this Settlement will be considered penalties reported on an IRS Form 1099, and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences, if any, of your individual PAGA payment. Neither Plaintiff nor Straub has made any representations or warranties regarding the taxation of your individual PAGA payment. Nothing within this notice

or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

III. RELEASE

The Court has approved the Parties' Settlement Agreement ("Settlement"). By operation of the Settlement's terms, Plaintiff, the State of California and all Aggrieved Employees, including you, have released Straub and all of its and their subsidiaries, affiliates, shareholders, owners, members, agents, attorneys, officers, employees, predecessors, successors and assigns ("Released Parties") from all claims for civil penalties pursuant to PAGA including failure to pay minimum wages, failure to pay overtime wages, failure to pay sick time, failure to provide accurate wage statements, claims arising out of compliance associated with piece rate compensation plans, failure to timely pay wages during employment, and failure to timely pay wages upon separation of employment, that were alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint, the PAGA Notice, and the Amended PAGA Notice which arose during the PAGA period (January 26, 2023- April 4, 2026) including but not limited to the following Labor Code sections: 201-203, 204, 210, 226, 245, et seq., 510, 558, 1194, 1194.2, 1197, 1197.1, and 1198 ("PAGA Released Claims"). The PAGA Released Claims herein does not release the Released Parties from any underlying Labor Code violations upon which Plaintiff's Cause of Action for PAGA is based.

Upon entry of the Order approving the Settlement, any Aggrieved Employee covered by this Agreement (including you) will be barred from proceeding with any of the PAGA Released Claims released by this Settlement, which means claims for civil penalties, but not claims for unpaid wages or statutory penalties recoverable under the Labor Code and/or Wage Orders for the violations alleged in this Lawsuit.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, Phoenix Settlement Administrators at [**ADMINISTRATOR INFO**] with any questions.

Settlement checks will be void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the California State Controller's Office under the unclaimed property laws in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 3

EXHIBIT 3

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

David Gomez v. Straub Distributing Company, LTD
Orange County Superior Court Case No. 30-2024-01376270-CU-OE-CXC

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX -

I. NOTICE OF PAGA SETTLEMENT

The Orange County Superior Court (the “Court”) has approved a settlement in the above-captioned action filed by David Gomez (“Plaintiff”) on behalf of himself and all other aggrieved employees.

In this lawsuit, Plaintiff sought to recover civil penalties for alleged violations of the California Labor Code on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees under the California Private Attorneys General Act (the “PAGA”). These civil penalties are based on Plaintiff’s allegations that Straub Distributing Company, LTD (“Straub”): (1) failed to pay all overtime compensation earned; (2) failed to pay the statutory minimum wage for all hours worked; (3) failed to properly pay all legally required meal period premiums; (4) failed to properly pay all legally required rest period premiums; (5) failed to furnish accurate and compliant itemized wage statements; (6) failed to pay all final wages upon separation of employment; and (7) failed to properly pay all sick pay wages, and as a result is liable for civil penalties under the PAGA.

The Court has ***not*** made a determination about the merits of Plaintiff’s claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff’s claims.

Straub denies all of Plaintiff’s claims and allegations. It maintains that it was in compliance with the California Labor Code at all times and entered into the Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are in the group of employees referred to as “Aggrieved Employees,” which is defined as: “all hourly non-exempt Drivers who were or are employed by Defendant Straub Distributing Company, LTD during the “PAGA Period.” The PAGA Period is from January 26, 2023 through April 4, 2026.

II. INDIVIDUAL PAGA PAYMENT

Each individual PAGA payment was calculated on a pro rata basis (*i.e.*, proportional) based on the number of pay periods worked by each Aggrieved Employee in the PAGA Period. Your individual PAGA payment has been calculated at \$[AMOUNT PAID TO THIS EMPLOYEE]. Your payment is enclosed with this Notice.

Please Note: One hundred percent (100%) of your individual PAGA payment under this Settlement will be considered penalties reported on an IRS Form 1099, and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences, if any, of your individual PAGA payment. Neither Plaintiff nor Straub has made any representations or warranties regarding the taxation of your individual PAGA payment. Nothing within this notice

or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

III. RELEASE

The Court has approved the Parties' Settlement Agreement ("Settlement"). By operation of the Settlement's terms, Plaintiff, the State of California and all Aggrieved Employees, including you, have released Straub and all of its and their subsidiaries, affiliates, shareholders, owners, members, agents, attorneys, officers, employees, predecessors, successors and assigns ("Released Parties") from all claims for civil penalties pursuant to PAGA including failure to pay minimum wages, failure to pay overtime wages, failure to pay sick time, failure to provide accurate wage statements, claims arising out of compliance associated with piece rate compensation plans, failure to timely pay wages during employment, and failure to timely pay wages upon separation of employment, that were alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint, the PAGA Notice, and the Amended PAGA Notice which arose during the PAGA period (January 26, 2023- April 4, 2026) including but not limited to the following Labor Code sections: 201-203, 204, 210, 226, 245, et seq., 510, 558, 1194, 1194.2, 1197, 1197.1, and 1198 ("PAGA Released Claims"). The PAGA Released Claims herein does not release the Released Parties from any underlying Labor Code violations upon which Plaintiff's Cause of Action for PAGA is based.

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PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, Phoenix Settlement Administrators at **[ADMINISTRATOR INFO]** with any questions.

Settlement checks will be void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the California State Controller's Office under the unclaimed property laws in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 4

EXHIBIT 4

Lidman Law, APC and Haines Law Group, APC
Billing Summary
David Gomez v. Straub Distributing Company, Ltd

Activity	Billing Initials/Hrs/Rate	AMOUNT
Initial case research; client intake interviews; review of personnel file payroll records, and other client documents; and new client onboarding.	SML 0.8 hrs @ \$900/hr PKH 0.5 hrs @ \$850/hr MM 1.2 hrs @ \$650/hr MA 1.0 hrs @ \$175/hr	\$2,100.00
Legal research regarding claims and drafting class action complaint and LWDA letter; and prepare First Amended Complaint to add PAGA claim.	SML 1.3 hrs @ \$900/hr MM 2.0 hrs @ \$650/hr MA 1.9 hrs @ \$175/hr	\$2,802.50
Receive and Review purported arbitration agreement for validity and enforceability.	SML 1.0 hrs @ \$900/hr MM 1.5 hrs @ \$650/hr	\$1,875.00
Draft and file Stipulation to dismiss class claims and arbitrate Plaintiff's individual claim; and correspondence with defense counsel re: same.	SML 0.6 hrs @ \$900/hr MM 2.5 hrs @ \$650/hr MA 0.5 hrs @ \$175/hr	\$2,252.50
Preparing and demanding arbitration	MM 2.0 hrs @ \$650/hr MA 1.0 hrs @ \$175/hr	\$1,475.00
Prepare and propound first set of written discovery, including Special Interrogatories and Requests for Production of Documents.	MM 1.5 hrs @ \$650/hr MA 0.5 hrs @ \$175/hr	\$1,062.50
Prepare and defend deposition of Plaintiff	MM 12.0 hrs @ \$650/hr	\$7,800.00
Prepare and take 2 depositions of Defendant's Person(s) Most Qualified.	MM 14.5 hrs @ \$650/hr	\$9,425.00
Meeting and conferring with defense counsel regarding case	SML 3.1 hrs @ \$900/hr PKH 1.6 hrs @ \$800/hr	\$10,692.50

and mediation; conducting detailed review and analysis of payroll records; review policies and procedures; reviewing and organizing mediation data production; preparing exposure analysis of claims; legal research and analysis re claims; drafting, revising and finalizing mediation brief; and communications with client re mediation.	MM 7.4 hrs @\$650/hr TGH 3.3 hrs @\$525/hr	
Preparing for and attending mediation with Steve Pearl.	MM 8.5 hrs @\$650/hr TGH 8.5 hrs @\$525/hr	\$9,987.50
Receiving and reviewing Defendant's Motion for Summary Judgment and meeting re: same	SML 1.5 hrs @ \$900/hr MM 2.0 hrs @\$650/hr TGH 1.0 hrs @\$525/hr	\$3,175.00
Legal research, drafting, revising, and filing Opposition to Defendant's Motion for Summary Judgment.	SML 4.8 hrs @ \$900/hr MM 10.0 hrs @\$650/hr TGH 2.5 hrs @\$525/hr	\$12,132.50
Continued settlement negotiations between the mediator and defense counsel	SML 2.0 hrs @ \$900/hr MM 6.5 hrs @\$650/hr	\$5,700
Negotiating, drafting, and revising memorandum of understanding; negotiating, drafting, and revising settlement agreement and Notice with defense counsel; and multiple communications with defense counsel re the same; and conferring with co-counsel re edits; and communications with client re same.	SML 2.4 hrs @ \$900/hr PKH 0.7 hrs @\$800/hr MM 3.1 hrs @\$650/hr	\$4,770.00

Drafting misc. stipulations, joint reports, requests to continue, and notices, including Notice of Settlement and Notice of Rulings; and communications with defense counsel and exchanging drafts of same with defense counsel.	MM 2.2 hrs @ \$650/hr MA 1.8 hrs @ \$175/hr	\$1,745.00
Drafting, revising, and filing PAGA approval motion and supporting documents, including client declaration, attorneys' declaration and settlement administrator's declaration.	SML 1.5 hrs @ \$900/hr PKH 1.0 hrs @ \$800/hr MM 6.7 hrs @ \$650/hr MA 2.80 hrs @ \$175/hr	\$7,045.00
Misc. meetings and calls with Plaintiff.	MM 7.2 hrs @\$650/hr	\$4,680.00
TOTAL:		\$88,720.00

EXHIBIT 5

EXHIBIT 5

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424

6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 6

EXHIBIT 6

Expense Summary
David Gomez v. Straub Distributing Company, LTD

EXPENSE	AMOUNT
Mediation Costs (including Plaintiff's portion of mediator expenses)	\$10,000.00
Filing Fees	\$2,247.17
Service Fees (One Legal)	\$432.88
Copying Costs	\$82.50
Postage Costs	\$1,385.62
Court Hearing Transcripts Costs	\$1,809.00
Anticipated Costs (filing of instant motion, service fees, copying and postage)	\$100.00
TOTAL:	\$16,057.17

EXHIBIT 7

EXHIBIT 7

From: no-reply@formassembly.com
To: [Marlyn Ajanel](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Wednesday, July 8, 2026 4:29:49 PM

07/08/2026 04:29:32 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 07/08/2026 04:29:32 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1007581-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm