

D.LAW, INC.

Emil Davtyan (SBN 299363)

Emil@d.law

Gregg Lander, Esq. (#194018)

g.lander@d.law

Vanessa M. Ruggles (SBN 254031)

v.ruggles@d.law

Enoch J. Kim (SBN 261146)

e.kim@d.law

Marta Manus (SBN 260132)

m.manus@d.law

450 N Brand Blvd., Suite 840

Glendale, CA 91203

Telephone: (818) 962-6465

Facsimile: (818) 962-6469

Attorneys for Plaintiffs CHRISTIAN C. LUCERO,
KIRK P. MORRISSEY, and MARCUS AARON PIMENTEL,
on behalf of themselves and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

CHRISTIAN C. LUCERO, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

INLAND EMPIRE WINDUSTRIAL CO., a
Delaware corporation; WINSUPPLY INC., a
Delaware corporation; and Does 1 to 10,
inclusive,

Defendants.

CLASS ACTION

Case No. CIVSB2401765

Honorable Charlie L. Hill, Jr.
Department S30

**DECLARATION OF MARTA MANUS IN
SUPPORT OF PLAINTIFFS' MOTION FO
R PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: February 2, 2026
Time: 8:30 a.m.
Dept.: S30

Complaint filed: March 5, 2024
FAC filed: June 17, 2024
Trial Date: Not set

**DECLARATION OF MARTA MANUS IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

I, Marta Manus, declare:

1. I am an attorney licensed to practice before all courts of the State of California. I am counsel for the Plaintiffs Christian C. Lucero, Kirk P. Morrissey, and Marcus Aaron Pimentel and have personal knowledge of the facts herein. If called as a witness, I could and would competently testify thereto.

I. PROCEDURAL HISTORY

2. On March 5, 2024, Plaintiff Lucero commenced the Action by filing a complaint alleging causes of action against Defendants for (1) Failure to Pay all Wages; (2) Failure to Provide all Meal Periods; (3) Failure to Authorize and Permit all Paid Rest Periods; (4) Failure to Fully Reimburse Work Expenses; (5) Failure to Timely Furnish Accurate Itemized Wage Statements; (6) Derivative Violations of Labor Code §§ 201-202; (7) Independent Violations of Labor Code §§ 201-202; and (8) Unfair Business Practices. Plaintiff Lucero gave timely notice to the LWDA and Defendants that Plaintiff Lucero intended to proceed with a representative action under PAGA (LWDA- CM-1014860-24).

3. On June 17, 2024, after the 65-day statutory period passed, Plaintiff Lucero filed his First Amended Complaint, adding a cause of action for penalties under PAGA, Labor Code §2698, *et seq.*, and adding Plaintiff Morrissey and Plaintiff Pimentel as named plaintiffs in the Action. The FAC is the Operative Complaint. On October 20, 2025, Plaintiffs submitted an amended LWDA letter, adding additional Defendants, pursuant to the Parties Settlement Agreement.

4. Plaintiffs contend, via the Operative Complaint, that Defendants violated California's wage and hour laws by failing to pay all wages due including all minimum wages, overtime wages, failing to provide all meal periods and rest periods, failing to all reimburse work expenses; failing to provide accurate itemized wage statements, failing to timely pay final wages due during and upon separation of employment, and thereby also violating California Business & Professions Code sections 17200, *et seq.*, and incurring penalties under PAGA.

1 5. On May 27, 2025, the Parties participated in a mediation presided over by
2 respected wage and hour mediator Gig Kyriacou and were able to reach an agreement on general
3 settlement terms. The Parties, recognizing the burdens and risks of continuing with the litigation,
4 entered into the Settlement Agreement to resolve all claims in the Operative Complaint.

5 **II. THE SETTLEMENT**

6 6. To settle the action, Defendants will pay the Gross Settlement Amount of
7 \$1,155,000.00, exclusive of the employer's portion of payroll taxes and fees (i.e. Defendants will
8 pay the employer-side payroll taxes on the wages portion separately from the Gross Settlement
9 Amount). It shall be an opt-out class, there is no claim form requirement, and no residual will
10 revert to Defendants. The Gross Settlement Amount of \$1,155,000.00 represents 89% of the
11 overall case value including PAGA penalties, estimated at \$1,287,827.05, which demonstrates
12 that the settlement is fair and reasonable. The estimated Net Settlement Amount ("NSA") of
13 \$657,866.00¹ represents approximately 51% of the overall case value further supporting the
14 reasonableness of the Settlement. Thus, the Settlement represents a fair and reasonable recovery
15 for the claims in the Operative Complaint.

16 7. There is total of approximately 51,339 Workweeks worked by approximately 675
17 Class Members during the Settlement Period and approximately 19,021 PAGA Pay Periods
18 worked by approximately 525 PAGA Members during the PAGA Period (March 5, 2023,
19 through August 25, 2025). The result is an estimated \$12.81 per Workweek (estimated NSA of
20 \$657,866.00 divided by 51,339 Workweeks), resulting in an average Individual Settlement
21 Award of approximately \$974.62 (estimated NSA of \$657,866.00 divided by 675 Class
22 Members), with the highest estimated Individual Settlement Award of approximately \$2,216.13
23 (total weeks in the Settlement Period (173) multiplied by \$12.81). The average Individual PAGA
24 Payment is estimated to be approximately \$14.29 (\$7,500 PAGA Penalties portion divided by
25 525 PAGA Members). Additional proposed disbursements from the GSA are as follows:

26
27
28 ¹ The estimated Net Settlement Amount equals the Gross Settlement Amount minus the proposed
disbursements for Class Counsels' Fees, Class Counsels' Litigation Expenses Payment, Administration
Costs, the Class Representatives Enhancement Awards, and the PAGA Penalties. (Manus Decl., ¶ 7.)

Class Counsels' Fees	Up to \$385,000 (1/3 of the Gross Settlement Amount)
Class Counsels' Litigation Expenses Payment	Estimated at \$30,000
Administration Costs	Estimated to be up to \$14,634
Class Representative Enhancement Awards	Up to \$12,500 to each Plaintiff (total of \$37,500)
PAGA Penalties	\$30,000 (\$22,500 to LWDA; \$7,500 to Aggrieved Employees)

8. As detailed in the Settlement Agreement, the Parties have selected Rust Consulting, Inc. ("Rust") as the Administrator, an experienced class action settlement administrator, to administer this Settlement. The Parties respectfully request that this Court appoint Rust to handle the Class Notice and claims administration procedures, including posting the Judgment on its website. To my knowledge, none of the parties or attorneys involved in this action has ever had any financial interest in or affiliation with the proposed Administrator.

9. Following preliminary approval, the Administrator will mail the Court approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, with Spanish Translation ("Class Notice") per the Settlement Agreement. Plaintiffs respectfully request that this Court approve the Class Notice to be disseminated to the Class consistent with the manner and timing as set forth in this Memorandum and the Settlement Agreement.

III. SETTLEMENT DOCUMENTS

10. The Parties have finalized the terms of the following documents and confirmed that the Class Notice will be translated into Spanish. True and correct copies of the following documents are attached hereto:

- a. Class Action And PAGA Settlement Agreement attached hereto as **Exhibit 1**;
- b. Class Notice attached as **Exhibit A** to the Settlement Agreement (Exhibit 1 hereto); and

c. [Proposed] Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement, filed herewith.

11. Attached hereto as **Exhibit 2** is true and correct copy of the Declaration Eric Bishop on behalf of Rust.

12. Attached hereto as **Exhibit 3** is a true and correct copy of the confirmation of submission of PAGA settlement to the LWDA.

IV. CONDITIONAL CERTIFICATION OF THE CLASS FOR SETTLEMENT PURPOSES

13. The Class definition is sufficiently specific to enable potential Class Members and the Court to identify the Class Members, all of whom have indeed been identified by Defendants' employment and payroll records. The Settlement proposes the following Class: all current and former non-exempt employees of Defendants in California at any time between May 2, 2022, through August 25, 2025 (the "Settlement Period"). There are approximately 675 Class Members, which is sufficient to satisfy numerosity requirements. The evidence to support the claims as to the Class consists of Defendants' policies, payroll records, time records and the forms of wage statements given to Defendants' non-exempt employees.

14. The proposed Class Representatives worked for Defendants as non-exempt employees under Defendants' uniform employment policies applicable all persons employed by Defendants in California during the Class Period (defined above). Plaintiffs assert that these are all policy questions that are uniform and can be proven by common objective evidence. The Class Representatives were subject to the same policies as other Class Members.

15. Plaintiffs' claims are typical of those of other Class Members. The Class Representatives have agreed to act as such and understands their responsibilities. The Class Representatives have no claims or other interests that are antagonistic to the Class.

V. PRELIMINARY APPROVAL OF THE SETTLEMENT

16. The Settlement for each participating Class Member is fair, reasonable, and adequate given the inherent risk of litigation, the risk relative to trial, and the costs of litigation. The Settlement represents a fair and reasonable value of all claims. There is no claim form

1 required so all Class Members will be paid unless they opt out, and there is no reversion to
2 Defendants. Finally, the only governmental involvement in this case is the existence of a PAGA
3 claim, and Plaintiffs have notified the LWDA of this Settlement. (Ex. 3.) The Settlement Amount
4 balanced against the merits of the Plaintiff's case is reasonable.

5 17. Here, the Settlement was reached through arm's-length negotiation with an
6 experienced, highly regarded neutral mediator, Gig Kyriacou. Before advance of mediation,
7 Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the
8 Action. Plaintiffs' counsel provided Defendants' counsel with a comprehensive listing of
9 informal discovery items required to constructively mediate. Defendants responded by producing
10 timekeeping and corresponding payroll records for Plaintiffs and all the Class Members through
11 April 2025 (648 Class Members out of approximately 675 total Class Members) along with
12 applicable policy documents. Prior to mediation, Plaintiffs therefore obtained and analyzed the
13 production of payroll data for Class Members and the necessary policy documents through
14 informal discovery to properly evaluate the strengths and weaknesses of the claims and engage in
15 meaningful settlement discussions. Plaintiffs' investigation was sufficient to satisfy the criteria
16 for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801
17 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008)
18 ("*Dunk/Kullar*"). Additionally, Plaintiffs hired an expert, Berger Consulting Group – Economic
19 Data Analysts, to prepare damage calculations and an exposure analysis for the mediation.
20 Attached hereto as **Exhibit 4** is the Declaration of Jarrett Gorlick of Berger Consulting Group.

21 18. The Settlement here provides pro rata distribution to Class Members based upon
22 the number of Workweeks worked during the Class Period. Accordingly, the Settlement treats
23 the Class Members equitably, and the proposed distribution plan supports preliminary approval.

24 19. The Settlement that has been reached, subject to this Court's approval, is the
25 product of tremendous effort and a great deal of expense by the Parties and their Counsel. Class
26 Counsel are knowledgeable about and have done extensive research with respect to the
27 applicable law and potential defenses to the claims of the Class Members. The Parties
28 investigated relevant law as applied to the facts of the case, potential defenses, and damages

1 claimed by Plaintiff on behalf of himself, the Class, and the Aggrieved Employees.

2 20. Based on the documents and information provided by Defendants and their own
3 independent investigation and evaluation, Class Counsel and Plaintiffs are of the opinion that the
4 Settlement with Defendants for the consideration and on the terms set forth in this Settlement is
5 fair, reasonable, and adequate, and is in the best interest of the Class Members in light of all
6 known facts and circumstances, including the risk of significant delay and uncertainty associated
7 with litigation, various defenses asserted by Defendants, and numerous potential appellate issues.

8 21. The Gross Settlement Amount is, of course, a compromise figure. Plaintiffs
9 considered the risks of decertification, the risks related to proof of Plaintiffs' claims, and the
10 strengths and weaknesses of Defendants' defenses. Plaintiffs also considered the possibility that
11 if a settlement were reached after additional years of litigation, the great expenses of litigation
12 would reduce the amount of funds available to Class Members for settlement. Furthermore,
13 Plaintiffs took into consideration the time delay and financial repercussions of liability trials,
14 numerous damages trials, and the possibility of an appeal by Defendants. The details for the
15 reasonably expected recovery per claim are detailed below in the following paragraphs.

16 22. **Failure to Pay All Wages Due for Off-the-Clock Work**

17 *a. Facts*

18 Plaintiffs alleged that Plaintiffs and Class Members performed work while off-the-clock
19 without compensation. Defendants allegedly required employees, including Plaintiffs, to respond
20 to work-related calls and texts on their personal cell phones while off-the-clock. The time spent
21 responding to work-related communications while off-the-clock was uncompensated.

22 *b. Law*

23 Labor Code §§ 510 and 1194 require employers to pay applicable wages for all hours
24 worked. "Hours worked" means the time during which an employee is subject to the control of
25 an employer and includes all the time during which the employee is suffered or permitted to
26 work, whether or not required to do so." (8 C.C.R. §11040(2)(K); *Morillion v. Royal Packing*
27 *Co.* (2000) 22 Cal.4th 575, 582.)

28 *c. Expected Recovery*

1 Plaintiffs conservatively estimated two (2) minutes of unpaid time per shift for off-the-
2 clock work. The estimated total amount of unpaid wages for other off-the-clock work totaled
3 \$52,570.10, excluding interest. Plaintiffs estimated the probability of prevailing on this claim is
4 approximately 50% because Defendants contended that proof of this claim would depend largely
5 on anecdotal evidence such as Class Member testimony as there are not records of time worked
6 off-the-clock, and ultimately this claim may be determined to be too individualized for purposes
7 of class certification. As such, the adjusted calculated exposure for this claim was approximately
8 **\$26,285.05** based on these risks.

9 **23. Failure to Pay Overtime Wages at the Legal Overtime Pay Rate**

10 *a. Facts*

11 Plaintiffs alleged that Defendants provided Class Members with nondiscretionary
12 payments, including but not limited to bonuses just as a referral bonus; however, Defendant
13 failed to correctly consider these additional payments in the computation of the regular rate of
14 pay to determine the legal overtime pay for the Class Members.

15 *b. Law*

16 “[A]n employee’s ‘regular rate of pay’ for purposes of Labor Code section 510 and the
17 IWC wage orders is not the same as the employee’s straight time rate (i.e., his or her normal
18 hourly wage rate).” (*Alvarado v. Dart Container Corp. of California* (2018) 4 Cal.5th 542, 554.)
19 Instead, the regular rate of pay must include “adjustments to the straight time rate, reflecting,
20 among other things, shift differentials and the per-hour value of any non-hourly compensation
21 the employee has earned,” such as incentive pay. (*Ibid.*) Earned bonuses must be included in the
22 calculation of the regular rate of pay. (*Marin v. Costco Wholesale Corp.* (2008) 169 Cal.App.4th
23 804, 807 [holding that bonus must be included in overtime rate calculation]; 29 U.S.C. § 207(e)
24 [regular rate includes “all remuneration for employment paid to, or on behalf of, the
25 employee”].)

26 Labor Code § 226.7 and the wage order require employers to pay non-exempt employees
27 an additional hour of premium wages at the employee’s regular rate of compensation on each
28 workday that the employee is not provided with a meal break. The regular rate must include all

remuneration in its calculation, including nondiscretionary bonuses. (*Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 863.)

c. Expected Recovery

The data provided by Defendant showed underpaid overtime wages, meal and rest period premiums, and sick leave equal to approximately \$20,910.00 in underpaid overtime wages and \$4,833.00 in underpaid meal premiums and \$13,256.00 sick leave, excluding interest, for a total of \$38,999.00. However, Defendants contended that not all Class Members received other forms of remuneration, and to the extent that they did, they were discretionary, thus not required to be included in the regular rate of pay because the additional remuneration was discretionary.

Plaintiff estimated the probability of prevailing on this claim to be 80%. As such, the adjusted estimated exposure is **\$31,199.20** based on these risks.

24. Failure to Provide All Meal Periods:

a. Facts

Plaintiffs alleged that Defendants failed to provide all off-duty and uninterrupted, timely meal periods of at least 30 uninterrupted time. Class Member records show a meal period violation rate of 44.6% of eligible shifts.

b. Law

Employers must generally provide “a first meal period [of at least 30 minutes] no later than the end of an employee's fifth hour of work, and a second meal period [of at least 30 minutes] no later than the end of an employee's 10th hour of work.” (*Brinker v. Superior Court* (2012) 53 Cal.4th 1004, 1041.)

Time records showing noncompliant meal periods raise a rebuttable presumption of meal period violations. (*Donohue v. AMN Services, LLC* (2021) 11 Cal. 5th 58, 74.) “If an employer’s records show no meal period for a given shift over five hours, a rebuttable presumption arises that the employee was not relieved of duty, and no meal period was provided.” (*Id.* at p. 74.) To the extent the employer asserts that “the employee waived the opportunity to have a work-free break,” the “burden is on the employer, as the party asserting waiver, to plead and prove it.” (*Ibid.*) Under the *Donohue* presumption, a plaintiff seeking certification satisfies his burden to

1 establish commonality and predominance on a meal period claim by presenting class member
2 time records reflecting presumptive meal period violations. (*Estrada v. Royalty Carpet Mills,*
3 *Inc.* (2022) 76 Cal.App.5th 685, 720.)

4 *c. Expected Recovery*

5 Plaintiffs' damages determined that Class Members' maximum recovery was
6 approximately \$760,063.00 for unique meal period violations, including an offset for meal
7 premiums in the amount of \$190.00 paid by Defendants.

8 Defendants contended that employees were provided with the opportunity to take all meal
9 periods, and if they did not do so, it was purely voluntary. Defendants argued that under
10 California law, employers do not have a duty to ensure that employees take all meal periods, so
11 long as they provide meal periods and do not inhibit employees from taking all compliant meal
12 periods. Further, Defendants paid meal period premiums for some facial violations. Accordingly,
13 Plaintiffs estimated the adjusted recovery for the meal period is approximately 50%. As a result,
14 the reasonable value is estimated to be approximately **\$380,031.50**.

15 **25. Failure to Authorize All Rest Periods:**

16 *a. Facts*

17 Plaintiffs alleged Defendants failed to always authorize and permit paid rest periods for
18 Plaintiffs and the Class Members. Plaintiffs were unable to take all duty-free breaks due to
19 inadequate staffing and an excessive workload.

20 *b. Law*

21 "Employees are entitled to 10 minutes' rest for shifts from three and one-half to six
22 hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts
23 of more than 10 hours up to 14 hours, and so on." (*Brinker Restaurant Corp. v. Superior Court*
24 (2012) 53 Cal.4th 1004, 1029.) "Employees are entitled to 10 minutes' rest for shifts from three
25 and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours,
26 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." (*Brinker Restaurant*
27 *Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1029.) The applicable wage order imposes a
28 similar obligation, and states that rest breaks must occur in the middle of each work period,

1 insofar as is practicable. (8 C.C.R. §11050(12).)

2 *c. Expected Recovery*

3 Plaintiffs' damages analysis assumed an 80% violation rate on shifts of 3.5 or more hours
4 for an estimated maximum recovery is approximately \$1,246,836.00 in unpaid rest period
5 premiums. Defendants contended that Class Members were permitted all required breaks and
6 were not discouraged or prevented from taking their rest breaks. Because no records reflect
7 whether the Class Members took rest breaks, Plaintiff estimated the probability of prevailing on
8 this claim was approximately 20%. As such, the adjusted calculated exposure for this claim is
9 approximately **\$249,367.20**.

10 **26. Failure to Reimburse All Business Expenses:**

11 *a. Facts*

12 Plaintiffs alleged that Plaintiff and other Class Members were to use their personal cell
13 phones for work-related duties, but Defendants failed to reimburse for the use of personal cell
14 phones for work. Furthermore, Defendants allegedly failed to reimburse Plaintiffs and Class
15 Members for necessary protective gear such as gloves and steel-toed boots.

16 *b. Law*

17 Labor Code § 2802 states that “[a]n employer shall indemnify his or her employee for all
18 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
19 of his or her duties.” This section “is designed to prevent employers from passing their operating
20 expenses on to their employees.” (*Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554,
21 562.)

22 If the use of the personal phone is mandatory, then reimbursement is always required,
23 regardless of whether the employee would have incurred phone expenses absent the job.
24 (*Cochran, supra*, 228 Cal.App.4th at p. 1144 [“Otherwise, the employer would receive a
25 windfall because it would be passing its operating expenses on to the employee.”].) To comply
26 with section 2802, “the employer must pay some reasonable percentage of the employee's cell
27 phone bill.” (*Id.* at p. 1140.)

28 *c. Expected Recovery*

1 Plaintiffs' expert assumed \$5.00 of unreimbursed cell phones expenses per Workweek
2 (43,869 estimated Workweeks) during the Class period for an estimated \$34,070.00 and \$45 per
3 employee affected by the expenses for protective gear (20% of employees) for an estimated
4 \$1,215.00, resulting in a total of \$35,285.00 in unreimbursed expenses owed. Defendants
5 contended the use of personal cell phones was not required for work-related duties, was purely
6 voluntary, and thus not subject to liability under Labor Code 2802. Plaintiffs considered the need
7 to rely on anecdotal evidence and the potential for individualized evidence to prove this claim.
8 Thus, the adjusted calculated exposure was approximately 60%, or an estimated **\$21,171.00** in
9 unpaid expense reimbursements owed by Defendants.

10 **27. Failure To Provide Compliant Wage Statements:**

11 *a. Facts*

12 Plaintiffs alleged that Defendants issued improper wage statements to Plaintiffs and other
13 Class Members because the wage statements did not always contain all requisite information,
14 including but not limited to all applicable hourly rates in effect during the pay period.

15 If Plaintiffs prevails on any of the underlying claims, he will prevail on the derivative
16 Labor Code § 226 claim. Because of Defendants' allegedly illegal wage and hour policies as set
17 forth above, all wages earned and all hours worked were not accurately reflected on Class
18 Members' wage statements.

19 *b. Law*

20 Labor Code § 226(a) requires every employer, semimonthly or at the time of each
21 payment of wages, to furnish each of its employees an accurate itemized statement in writing
22 showing, among other things, total hours worked by the employee, all applicable hourly rates in
23 effect during each pay period and the corresponding number of hours worked at each hourly rate.
24 The only triable issue of this claim is whether the violation of § 226 was knowing and
25 intentional, which can be established by demonstrating that Defendant was "aware of the factual
26 predicate underlying the violation[s]." (*Novoa v. Charter Commc'ns, LLC* (E.D. Cal. 2015), 100
27 F.Supp.3d 1013, 1028.)

28 *c. Expected Recovery*

1 Plaintiffs' damages analysis estimated that the maximum recovery for this claim was
2 approximately \$390,400.00 for the one-year statutory period. However, Plaintiffs must prove
3 intentional violations to prevail. Further, this is a penalty and not a wage loss, and courts rarely
4 grant the full amount of the penalty. Based on these risks, Plaintiffs calculated the exposure for
5 this claim at approximately 50% of the maximum, for a total expected recovery of **\$195,200.00**.

6 **28. Failure to Pay all Wages Due Upon Separation – Labor Code § 203:**

7 *a. Facts*

8 If Plaintiffs prevails on any of the underlying wage claims, they will prevail on the
9 derivative Labor Code § 203 claim, because, as alleged, Defendants have not paid all wages and
10 penalties because of these alleged Labor Code violations.

11 *b. Law*

12 Under Labor Code § 203, the employees who are no longer employed by Defendants are
13 entitled to 30 days of waiting time penalties because Defendants did not pay them all wages due
14 and/or related penalties upon separation.

15 *c. Expected Recovery*

16 During the statutory three-year period, approximately 58 employees left Defendants'
17 employ. Based on average hourly rate, the 30-day maximum waiting time penalties is
18 approximately \$392,481.00. Plaintiffs estimated approximately 10% chance of prevailing at the
19 time of trial on this claim as it is simply derivative of the underlying claims, and Plaintiffs must
20 prove this is a "willful" violation to prevail. Furthermore, trial judges rarely if ever grant the full
21 amount of the penalty on top of wages owed. Finally, there are the general risks of trial. As such,
22 the adjusted calculated exposure for this claim was approximately **\$39,248.10**.

23 29. Regarding the claim for violations of Business & Professions Code section 17200,
24 *et. seq.*, the forgoing analysis assumes the longer four-year statute of limitations that is available
25 under the UCL for the unpaid wage and break violations. This cause of action is derivative of the
26 other claims that have already been analyzed. Accordingly, the damages available under this
27 cause of action have already been analyzed or are duplicative of damages discussed above.

28 30. Regarding the claim for violations of the Private Attorneys General Act (PAGA),

1 the maximum potential exposure was calculated as \$1,381,300 using the initial violation rate of
2 \$100 per pay period per each violation. Using \$100 per pay period for only one violation (instead
3 of each violation), the PAGA penalties would equal \$395,900.00 (3,959 PAGA pay periods at
4 the time of mediation x \$100). The strength of the PAGA claim would be impacted by the factors
5 discussed above for the non-PAGA claims. Based on recent PAGA decisions, even if Plaintiffs
6 were successful on this claim through trial, the Court would likely exercise its discretion under
7 PAGA and significantly reduce the penalties and would also not impose PAGA penalties on top
8 or Cal. Labor Code § 226 and 203 penalties. Thus, the maximum PAGA penalties of \$1,381,300
9 were reduced by 75% for a revised calculated exposure of a total of **\$345,325.00** in PAGA
10 penalties. Given the discretionary nature of PAGA penalties and the need to prove each
11 underlying violation, the \$30,000 that the parties allocated to PAGA Penalties is a reasonable
12 settlement of that claim. Of this amount, 25%, or \$7,500.00, will be distributed to PAGA
13 Members (defined as all current and former hourly-paid, non-exempt employees of Defendants
14 who were employed in the State of California at any time during the PAGA Period (i.e., the
15 period from March 5, 2023, through August 25, 2025)).

16 31. The proposed PAGA Penalties portion of the Settlement is both just and in the
17 public's interest. The Parties believe and agree that the Settlement provides for a fair, adequate,
18 and reasonable resolution of the representative PAGA claim. The Parties also believe that the
19 proposed Settlement is to the advantage of the State of California and the PAGA Members when
20 considering the time and expense necessary to complete protracted litigation which, regardless of
21 the verdict, would undoubtedly be subject to further significant delay and expense pending
22 possible appeals. Moreover, the Settlement provides a substantial sum to the State. It also
23 provides a small sum to each PAGA Member on a pro-rata basis based on the number of PAGA
24 Pay Periods they worked during the PAGA Period (March 5, 2023, through August 25, 2025.)

25 32. Based upon the foregoing, this case had a reasonable value of approximately
26 \$942,502.05 for the underlying Labor Code claims. After considering the sharply disputed
27 factual and legal issues involved in the lawsuit, the risks attending further prosecution, and the
28 substantial benefits to be received under the compromise and settlement of the action, Class

Counsel are of the opinion that settlement is in the best interests of the Class and is fair and reasonable. The Gross Settlement Amount of \$1,155,000.00 represents 89% of the overall case value including PAGA penalties (\$942,502.05+\$345,325.00 = \$1,287,827.05), which is an exceptional result. The estimated Net Settlement Amount of \$657,866.00 represents approximately 51% of the overall case value of \$1,287,827.05, further supporting the reasonableness of the Settlement.

33. After analyzing and weighing the evidence discussed above as well as the legal issues, Class Counsel and Plaintiffs concluded that the settlement of \$1,155,000.00 represents a fair and reasonable discount from the realistic recovery. The Settlement will allow the parties to avoid the expense and time commitments of continued litigation and provides a significant benefit for the Class which would not otherwise have been available. The Gross Settlement Amount of \$1,155,000.00 is a fair, reasonable, and adequate settlement for the claims at issue.

VI. THE NOTICE PROCEDURE SHOULD BE APPROVED.

34. The Class Notice provides proper notice to the Class of the terms of the Settlement Agreement and the options available to the Class, including the ability of the Class Members to Opt-Out or submit a Request for Exclusion from the non-PAGA portion of the Settlement and not be bound by the non-PAGA portion of the Settlement Agreement or receive any Individual Class Payment under it; to object to the terms of the Settlement; or to do nothing and receive a Settlement Payment and be bound by the terms of the Settlement; the date of the Final Approval Hearing, and how to obtain further information through Class Counsel, the Administrator's website, or the Court's docket. The Class Notice will be sent via first-class mail to each of the approximately 675 Class Members at their addresses from Defendants' records. The Class Notice will also be translated into Spanish per the Parties Settlement Agreement.

35. Class Members will receive separate checks for their Individual Class Payment and Individual PAGA Payment, respectively.

36. The Class Notice should be approved as the best and most practicable way to ensure the greatest possible number of Class Members will receive notice. Plaintiff

respectfully requests that this Court approve the Class Notice to be disseminated to the Class consistent with the manner and timing as set forth in this Memorandum and the Parties' Settlement Agreement.

VII. ATTORNEYS' EXPERIENCE

37. D.Law (formerly known as Davtyan Law Firm) prosecutes wage and hour cases, including class actions and PAGA actions on behalf of employees and others who have had their rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiffs' counsel of record in numerous wage and hour and employment class action and PAGA action cases pending in both state and federal court.

38. D.Law is well-qualified and has ample experience, knowledge, and resources to act as counsel and represent Plaintiffs and the putative Class and aggrieved employees in this action. Our practice is exclusively focused on employment matters and representing plaintiffs in wage and hour actions with the same or similar causes of actions brought forth in the matter pending before this Court.

39. D.Law has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. *De La Rosa v. The Coca Cola Company et al.* (Superior Court of California in Napa, 17CV000787), *Harvey v. Bed Bath & Beyond of California Limited Liability Company* (Superior Court of California in Alameda, RG17885153), *Paredes v. Bottling Group LLC et. al.* (Superior Court of California in Kern), *Ramirez v. Harris Ranch Beef Company* (Superior Court of California in Fresno, 16CECG04103), *Gates v. Gate Gourmet, Inc. et. al.* (Southern District of California, 16-cv-01084-L-AGS), *Hargrave v. Antelope Valley Hospital* (Superior Court of California in Los Angeles, BC663252), *Ramirez v. Milton Roy et. al.* (Superior Court of California in Los Angeles, BC 632 276), *Hawkins v. AvalonBay Communities* (Superior Court of California in Santa Clara, 17CV316492), *Jones Tharpe et al. v. Sprint Corporation et al.* (Superior Court of California in Los Angeles, BC644645), *Ortega et al. v. Nestle Waters North America, Inc. et al.* (Superior Court of California in Los Angeles, BC623610), *Schultz v. Jimbo's Natural Family, Inc.* (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), *Ambrose v. Victor Valley Global et*

1 al. (Superior Court of California in San Bernardino, CIVDS1709289), Puerta-Gildardo v. Real
2 Time Staffing Services LLC et. al. (Superior Court of California in Los Angeles, BC565445),
3 Vargo v. Pregis Innovative Packaging LLC (Superior Court of California in Tulare, 270836),
4 Conlin v. Aegis Senior Communities LLC (Northern District of California, 17-cv-05534-LHK),
5 Galarza v. Kloeckner Metals Corporation (Central District of California, 2:17-cv-04910-FMO),
6 Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-cv-02356-H-JMA),
7 Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-DSF-RAO), Leach v.
8 The Claremont Colleges, Inc. (Superior Court of California in Los Angeles, BC686451), Vaesau v.
9 PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of California, County of Contra
10 Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area Beverage Company (Superior
11 Court of the State of California, County of Contra Costa, MSC18-00859), Roach v. Westcare
12 California, Inc. (Superior Court of California in Kern County, BCV-17-102367-SDS), Patton v.
13 Church & Dwight Co., Inc. (Central District of California, EDCV 18-903-MWF (KKx)), Juarez v.
14 ISL Employees, Inc. (Superior Court of California in Madera, MCV074787), Ferraro v. USC
15 Verdugo Hill s Hospital, et al. (Superior Court of California in Los Angeles, 18STCV09463), Ford
16 v. Account Control Technology, Inc., et al. (Superior Court of California in Los Angeles,
17 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of California in San Francisco, CGC-
18 18-571421), Martinez v. Ronpak, Inc. (Superior Court of California in Riverside, RIC1901307),
19 Barrera et al. v. Exclusive Wireless, Inc. (Superior Court of California in Stanislaus, 9000687),
20 Barajas v. Mancha Development Company LLC (Superior Court of California in Orange County,
21 30-2018-00974707-CU-OE-CXC), Prado v. IMAX Corporation dba IMAC Worldwide Home
22 (Superior Court of California in San Bernardino, CIVDS1820265), Rodriguez v. ND Industries,
23 Inc. (Superior Court of California in Los Angeles, 19STCV38096), Singletary v. Motel 6
24 Operating LP, et al. (Southern District of California, 3:20-cv-0270-LAB-AHG), Quizon v. CF
25 Watsonville East, LLC, et al. (Superior Court of California in Santa Cruz, 20CV01868),
26 Stephenson v. Bakersfield Dodge, Inc. (Superior Court of California in Kern, BCV-20-102693),
27 Bacerra v. Hugo Boss Retail, Inc. (Superior Court of California in San Diego, 37-2021-00002933-
28 CU-OE-CTL), Walker v. Ariat International, Inc. (Superior Court of California in Alameda,

1 HG19026439), Orr v. Petvet Care Centers (California) Inc. (Superior Court of California in Santa
2 Clara, 19CV354063), Jimenez v. OEC Distribution Services, Inc. (Superior Court of California in
3 San Bernardino, CIVDS1915743), Viridi v. Absolute Security International (Superior Court of
4 California in San Bernardino, CIVDS 1909589), Raj v. First Transit, Inc (Superior Court of
5 California in Sacramento, 34-2021-00295895-CU-OE-GDS), Marchbanks v. Torrid
6 Administration, Inc. (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC),
7 among others.

8 40. Gregg Lander is the Litigation Manager for D.Law, Inc.'s West Los Angeles
9 office and worked on this matter. Mr. Lander graduated from Texas A&M University in 1989
10 with a Bachelor of Business Administration degree in Marketing. In 1997, Mr. Lander graduated
11 from California Western School of Law in San Diego and was admitted to the California Bar the
12 same year. In October 2001, Mr. Lander joined the Law Offices of Kevin T. Barnes. In or about
13 2004, Mr. Barnes transitioned our firm completely to class and representative action cases and
14 since then, Mr. Lander has worked almost exclusively on complex wage and hour matters.
15 Thereafter, until 2023, Mr. Barnes and Mr. Lander litigated hundreds of wage and hour cases,
16 usually to settlement, sometimes after class certification, and occasionally including appellate
17 review.

18 41. I am a 2008 California Western School of Law graduate and was admitted to the
19 California State Bar in December 2008. Since graduating from law school, I have dedicated my
20 entire career to litigating employment class actions and PAGA representative actions. I have
21 litigated and settled hundreds of cases and have obtained numerous six and seven figure
22 settlements. As such, I have significant experience specifically working on wage and hour class
23 actions from the plaintiff's side.

24 42. The collective experience of the D.Law attorneys in litigating employment wage
25 and hour matters has been integral in identifying legal issues, evaluating the strengths and
26 weaknesses of a case, and generally negotiating fair and reasonable class and representative action
27 settlements. Practice in the narrow field of wage and hour litigation requires skill and knowledge
28 concerning the constantly evolving substantive law (state and federal), as well as the procedural

1 law of class and representative action litigation. In this action, the attorneys at D.Law are fully
2 equipped to use the skills and knowledge developed over decades of prosecuting and defending
3 wage and hour class actions to fairly and adequately represent the interests of the Class Members
4 and aggrieved employees. Therefore, based on our resources, experience, and knowledge, the
5 attorneys at D.Law are well-qualified to act as class counsel and represent the Plaintiffs and the
6 putative Class Members and aggrieved employees in this action.

7 43. We understand the responsibilities owed as counsel to the Settlement Class
8 Members and aggrieved employees we represent. The attorneys at D.Law thoroughly investigated
9 the claims asserted in this action and have remained committed to dedicating the resources
10 necessary to represent the Class and vigorously pursue their claims. Based upon my experience and
11 understanding of the claims and defenses in this action, I believe the settlement is fair, adequate,
12 and reasonable for the Class Members and aggrieved employees and all involved, and that the
13 Settlement is well within the range of reasonableness that would permit it to be finally approved. I
14 am not aware of any conflict of interest with Plaintiff or any other Class Member that would
15 interfere with the duties as Class Counsel.

16 **VIII. THE STIPULATED AWARD OF ATTORNEYS' FEES AND COSTS**

17 44. Under the Settlement, Class Counsel will request, without opposition from
18 Defendants, an award of Attorneys' Fees and Costs of Three Hundred Eighty-Five Thousand
19 Dollars and Zero Cents (\$385,000.00), one-third of the Gross Settlement Amount, and actual
20 reasonable litigation costs incurred for reimbursement of actual reasonable litigation costs. This
21 request is fair, reasonable, and adequate to compensate Class Counsel for the substantial work they
22 have put into this case and, moreover, the risk they assumed by taking it in the first place. The
23 attorneys' fees award is intended to reimburse Class Counsel for all uncompensated work that they
24 have already done and for all the work they will continue to do in carrying out and overseeing the
25 notification to Class Members, communicating with Class Members regarding their claims, and
26 assisting in the administration of the settlement if it is preliminarily approved. At the time of filing
27 the Motion for Final Approval of Settlement and Attorneys' Fees and Costs, Plaintiffs will submit
28 detailed time records and invoices supporting the request for attorneys' fees and litigation costs.

Defendants will not oppose Class Counsels' fees and cost request.

IX. THE CLASS REPRESENTATIVES' ENHANCEMENT AWARDS

45. The Settlement provides for Class Representative Enhancement Awards of \$12,500 to each of the three named Plaintiffs (for a total of \$37,500), for their service in litigating the action. Plaintiffs have devoted substantial time to helping Class Counsel effectively develop and prosecute this action at every stage of the litigation. Plaintiffs provided Class Counsel with information about Defendants, reviewed documents, consulted Class Counsel throughout the litigation, participated in the mediation process, and reviewed and signed the settlement agreement. Plaintiffs have spent a significant amount of time with Class Counsel detailing their knowledge of Defendants' practices. Plaintiffs have diligently, adequately, and fairly represented the Class Members, and has not placed their interests above any member of the putative Class. This sort of payment to a class representative has been a common feature of settlements negotiated by Class Counsel and routinely approved by courts. The Class Representatives' Enhancement Awards of \$12,500 each (for a total of \$37,500) is fair and reasonable in light of the service provided by Plaintiffs to the Class and the results achieved.

X. THE PRESENCE OF A GOVERNMENTAL PARTICIPANT

46. Class Counsel will be submitting the Settlement Agreement to the Labor and Workforce Development Agency (LWDA) concurrently with the filing of this motion pursuant to Labor Code § 2699(1)(2). On the date of the date of filing the Motion for Preliminary Approval, Plaintiff submitted the Motion to the LWDA. Attached hereto as **Exhibit 3** is the LWDA confirmation.

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

Executed on December 8, 2025, at San Diego, California.


Marta Manus, Esq.

EXHIBIT 1

D.LAW, INC.
Emil Davtyan (SBN 299363)
Emil@d.law
Gregg Lander (SBN 194018)
g.lander@d.law
Vanessa M. Ruggles (SBN 254031)
v.ruggles@d.law
Enoch J. Kim (SBN 261146)
e.kim@d.law
Marta Manus (SBN 260132)
m.manus@d.law
450 N Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Attorneys for Plaintiffs CHRISTIAN C. LUCERO,
KIRK P. MORRISSEY, and MARCUS AARON PIMENTEL,
on behalf of themselves and all others similarly situated

LEWIS BRISBOIS BISGAARD & SMITH LLP
Rachel J. Lee (SBN 225263)
Rachel.Lee@lewisbrisbois.com
Jasmine Shams (SBN 287410)
Jasmine.Shams@lewisbrisbois.com
633 West 5th Street, Suite 4000
Los Angeles, CA 90071
Telephone: (213) 250-1800
Facsimile: (213) 250-7900

Attorneys for Defendants INLAND EMPIRE WINDUSTRIAL CO.,
WINSUPPLY INC., ORANGE COUNTY WINWATER WORKS CO.,
and SACRAMENTO WINDUSTRIAL CO.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO – SBJC

CHRISTIAN C. LUCERO, an individual, on
behalf of himself and others similarly
situated,

Plaintiffs,

vs.

INLAND EMPIRE WINDUSTRIAL CO., a
Delaware corporation; WINSUPPLY INC., a
Delaware corporation; and Does 1 to 50,
inclusive,

Defendants

Case No.: CIVSB2401765

CLASS ACTION

Assigned for All Purposes To:
Hon. Charlie L. Hill, Jr.
Dept.: S30

**CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT**

Complaint: March 5, 2024
First Amended Complaint: June 17, 2024
Trial Date: None set

This “Class Action and PAGA Settlement Agreement” (“Agreement”) is made by and between Plaintiffs CHRISTIAN C. LUCERO, KIRK P. MORRISSEY, and MARCUS AARON PIMENTEL (hereinafter “Plaintiffs”), and Defendants INLAND EMPIRE WINDUSTRIAL CO., WINSUPPLY INC., ORANGE COUNTY WINWATER WORKS CO., and SACRAMENTO WINDUSTRIAL CO. (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “the Parties.”

A. DEFINITIONS.

1. “Action” means Plaintiffs’ lawsuit alleging wage and hour violations against Defendants captioned *Christian C. Lucero, Kirk P. Morrissey, and Marcus Aaron Pimentel v. Inland Empire Windustrial Co., et al.*, filed on March 5, 2024; and First Amended Complaint filed on June 17, 2024, in San Bernardino County Superior Court adding a PAGA cause of action and adding Kirk P. Morrissey and Marcus Aaron Pimental as named plaintiffs.

2. “Administrator” means Rust Consulting, Inc. (“Rust”), and Rust is the neutral entity the Parties have agreed to appoint to administer the Settlement.

3. “Administration Costs” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid the parties have received from Rust for \$14,634.00.

4. “Class Counsel” means Emil Davtyan, Gregg Lander, Vanessa M. Ruggles, Enoch J. Kim, Marta Manus, and the other attorneys of D.Law, Inc.

5. “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiffs will request approval from the Court of up to one-third of the Gross Settlement Amount, i.e., up to \$ 385,000.00.

6. “Class Counsel Litigation Expenses Payment” means the amount allocated from the Gross Settlement Amount to Class Counsel for reimbursement of reasonable expenses and costs incurred in the Action, to be paid as approved by the Court. If Class Counsel Litigation Expenses Payment is less than the amount requested, the difference will remain in the Net Settlement Amount to be distributed to the Class Members.

7. “Class Data” means Class Member identifying information in Defendant’s possession

including the Class Member's name, last-known mailing address, email address, telephone number, Social Security number, and number of Workweeks and PAGA Pay Periods.

8. "Class Member" means a member of the Settlement Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an PAGA Member).

9. "Class Member Address Search" means the Administrator's investigation and search for current Class Member 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 Class Members.

10. "Class Notice" means the Court approved notice of settlement and hearing date for Final Approval, with a Spanish translation if the parties deem necessary, to be mailed to Class Members and incorporated by reference into this Agreement.

11. "Class Representatives" means the named Plaintiffs Christian C. Lucero, Kirk P. Morrissey, and Marcus Aaron Pimentel, in the Action seeking Court approval to serve as Class Representatives.

12. "Class Representative Enhancement Award" means the payment to the Class Representatives for initiating the Action and providing services in support of the Action, and Defendant agreed not to object to a requested Enhancement Award of up to \$12,500.00 per Plaintiff subject to Court approval.

13. "Court" means the Superior Court of California, County of San Bernardino.

14. "Defendants" means Inland Empire Windustrial Co., Winsupply Inc. dba Wholesalers Credit Management, Orange County Winwater Works Co., and Sacramento Windustrial Co., and specifically includes the following "Identified but Unnamed Defendants": Winsupply Van Nuys CA Co., Winsupply Vista CA Co., Orange County Windustrial Co, Winsupply Desert Cities CA Co., Winsupply Bakersfield CA Co., Winsupply Paso Robles CA Co., Riverside Winnelson Co., Winsupply El Cajon CA Co., Winsupply San Diego CA Co., Temecula Winnelson Co., Ontario Winnelson Co., Winsupply Hesperia CA Co., Winsupply Hawthorne CA Co., Santa Fe Springs Winwater Works Co., Winsupply Pomona CA Co., Santa Clara Windustrial Co., Winsupply S San

Diego CA Co., Winsupply Monterey County CA Co., Winsupply of Silicon Valley Co., Stockton Windustrial Co., Winsupply Sacramento CA Co., Rocklin Windustrial Co., Woodland Windustrial Co., Modesto Windustrial Co., Winsupply Fresno County CA Co., Pittsburg Winsupply Co., Winsupply Los Angeles CA Co., Escondido Winsupply Co., Wyatt Irrigation Co. (including Napa Branch, Ukiah Branch, Petaluma Branch and Santa Rosa Branch).

15. “Defense Counsel” means Rachel J. Lee and Jasmine Shams of Lewis Brisbois Bisgaard & Smith LLP.

16. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day after the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

17. “Final Approval” means the Court’s order granting final approval of the Settlement.

18. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

19. “Gross Settlement Amount” means One Million One Hundred and Fifty-Five Thousand Dollars and Zero Cents (\$1,155,000.00), which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph H below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Enhancement Award, and Administration Costs.

20. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Settlement Period.

21. “Individual PAGA Payment” means the PAGA Member’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA

Period.

22. “Judgment” means the judgment entered by the Court based upon the Final Approval.

23. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

24. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

25. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties, Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs. The remainder is to be paid to Participating Class Members as Individual Class Payments.

26. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

27. “Operative Complaint” means the operative “First Amended Complaint” filed in the Action on June 17, 2024.

28. “PAGA Members” means all current and former hourly-paid, non-exempt employees of Defendants who were employed in the State of California at any time during the PAGA Period (i.e., the period from March 5, 2023, through August 25, 2025).

29. “PAGA Pay Period” means any pay period during which a PAGA Member worked for Defendants for at least a portion of one day during the PAGA Period.

30. “PAGA Period” means the period from March 5, 2023, through August 25, 2025.

31. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

32. “PAGA Notice” means Plaintiff Lucero’s March 5, 2024, letter to the LWDA (LWDA Case No. LWDA-CM-1014860-24) and the amended June 17, 2024, letter to the LWDA from Plaintiffs Lucero, Morrissey and Pimentel, and the Defendants providing notice pursuant to Labor Code section 2699.3, subd.(a).

33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$30,000.00), allocated 25% to the PAGA Members (\$7,500.00) and 75%

1 to LWDA (\$22,500.00) in settlement of PAGA claims.

2 34. "Participating Class Member" means a Class Member who does not submit a valid and
3 timely Request for Exclusion from the Class portion of the Settlement.

4 35. "Plaintiffs" means Christian C. Lucero, Kirk P. Morrissey, and Marcus Aaron
5 Pimentel, the named plaintiffs in the Action.

6 36. "Preliminary Approval" means the Court's order granting preliminary approval of the
7 Settlement.

8 37. "Release Effective Date" means the date the Participating Class Members and PAGA
9 Members effectively release all claims against the Released Parties. For the Participating Class
10 Members and PAGA Members, the Release Effective Date occurs on the date both of the following
11 have occurred: (1) the Effective Date has occurred, and (2) Defendants have fully funded the Gross
12 Settlement Amount.

13 38. "Released Class Claims" means the class claims being released on the Release
14 Effective Date and as described in Paragraph 66 below.

15 39. "Released PAGA Claims" means the PAGA claims being released on the Release
16 Effective Date as described in Paragraph 67 below.

17 40. "Released Parties" means: Defendants and all of Defendants' past, present and/or
18 future, direct and/or indirect, stockholders, shareholders, members, directors, managers, officers,
19 employees, agents, representatives, attorneys, insurers, reinsurers, partners, investors, lenders,
20 administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors,
21 assigns, and joint venturers, and related companies (and specifically including the following
22 "Identified but Unnamed Defendants": Winsupply Van Nuys CA Co., Winsupply Vista CA Co.,
23 Orange County Windustrial Co, Winsupply Desert Cities CA Co., Winsupply Bakersfield CA Co.,
24 Winsupply Paso Robles CA Co., Riverside Winnelson Co., Winsupply El Cajon CA Co., Winsupply
25 San Diego CA Co., Temecula Winnelson Co., Ontario Winnelson Co., Winsupply Hesperia CA Co.,
26 Winsupply Hawthorne CA Co., Santa Fe Springs Winwater Works Co., Winsupply Pomona CA Co.,
27 Santa Clara Windustrial Co., Winsupply S San Diego CA Co., Winsupply Monterey County CA
28 Co., Winsupply of Silicon Valley Co., Stockton Windustrial Co., Winsupply Sacramento CA Co.,

Rocklin Windustrial Co., Woodland Windustrial Co., Modesto Windustrial Co., Winsupply Fresno County CA Co., Pittsburg Winsupply Co., Winsupply Los Angeles CA Co., Escondido Winsupply Co., Wyatt Irrigation Co. (including Napa Branch, Ukiah Branch, Petaluma Branch and Santa Rosa Branch)). Upon execution of this Agreement, Plaintiffs will file an Amended PAGA Notice to reflect all Defendants, including Identified but Unnamed Defendants referenced herein.

41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class portion of the Settlement signed by the Class Member.

42. "Response Deadline" means sixty (60) days after the Administrator mails Class Notice to Class Members and PAGA Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class portion of the Settlement, or (b) fax, email, or mail his or her objection to the Settlement. Class Members to whom Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond when the Response Deadline has expired to provide an appropriate response.

43. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

44. "Settlement Class" means all current and former non-exempt employees of Defendants in California at any time between May 2, 2022, through August 25, 2025 (the "Settlement Period").

45. "Settlement Period" means the period from May 2, 2022, through August 25, 2025.

46. "Workweek" means any week during which a Class Member worked for Defendant for one or more calendar days during the Settlement Period.

B. RECITALS.

47. On March 5, 2024, Plaintiff Lucero commenced the Action by filing a complaint alleging causes of action against Defendants for (1) Failure to Pay all Wages; (2) Failure to Provide all Meal Periods; (3) Failure to Authorize and Permit all Paid Rest Periods; (4) Failure to Fully Reimburse Work Expenses; (5) Failure to Timely Furnish Accurate Itemized Wage Statements; (6) Derivative Violations of Labor Code §§ 201-202; (7) Independent Violations of Labor Code §§ 201-202; and (8) Unfair Business Practices. Plaintiff Lucero gave timely notice to the LWDA and Defendants that Plaintiff Lucero intended to proceed with a representative action under PAGA

(LWDA- CM-1014860-24). On June 17, 2024, after the 65-day statutory period passed, Plaintiff Lucero filed his First Amended Complaint, adding a cause of action for penalties under PAGA, Labor Code §2698, *et seq.*, and adding Plaintiff Morrissey and Plaintiff Pimentel as named plaintiffs in the Action.

48. Defendants deny the allegations in the Operative Complaint and PAGA Notice, deny any failure to comply with the laws identified in the Operative Complaint and PAGA Notice, and deny all liability for the causes of action, claims, and violations alleged. As a result of this settlement, Defendants have agreed to conduct a special review of its wage and hour policies and practices regarding off-the-clock work, providing meal breaks, authorizing and permitting rest breaks, reimbursement for work-related expenses, wage statements, final pay, and sick pay, to continue to ensure that they conform with the law.

49. On May 27, 2025, the Parties participated in a mediation presided over by respected wage and hour mediator Gig Kyriacou and were able to reach an agreement on general settlement terms.

50. In advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the Action. Plaintiffs' counsel provided Defendants' counsel with a comprehensive listing of informal discovery items required for a constructive mediation. Defendants responded by producing timekeeping and corresponding payroll records for Plaintiffs and approximately 19% of the Class (124 Class Members out of approximately 675 total Class Members) along with applicable policy documents. Prior to mediation, Plaintiffs therefore obtained and analyzed the production of payroll data for Class Members and the necessary policy documents through informal discovery to properly evaluate the strengths and weaknesses of the claims and engage in meaningful settlement discussions. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

51. The Court has not granted class certification, and the Parties are stipulating to conditional class certification for Settlement purposes only.

1 **C. MONETARY TERMS.**

2 52. Gross Settlement Amount. Except as otherwise provided by Paragraph H below,
3 Defendants will pay One Million One Hundred Fifty-Five Thousand Dollars and Zero Cents
4 (\$1,155,000.00) to fully settle, resolve, and extinguish all claims asserted in the Action, including
5 without limitation all claims asserted in the PAGA Notice. The Gross Settlement Amount is non-
6 reversionary and does not include employer payroll taxes owed on the Wage Portion of the
7 Individual Class Payments, which Defendants will pay separately.

8 53. Payments from the Gross Settlement Amount. Subject to the terms and conditions of
9 this Agreement, the Administrator will make and deduct the following payments from the Gross
10 Settlement Amount in the amounts specified by the Court in the Final Approval:

11 53.1. To Plaintiffs: A payment for the Class Representative Enhancement Award to the Class
12 Representatives, Christian C. Lucero, Kirk P. Morrissey, and Marcus Aaron Pimentel, of not more
13 than \$12,500.00 (Twelve Thousand Five Hundred Dollars) per Plaintiff in addition to any Individual
14 Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as
15 a Participating Class Member. Defendants will not oppose Plaintiffs' request for a Class
16 Representative Enhancement Award that does not exceed this amount. As part of the motion for the
17 Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiffs will seek
18 Court approval for any Class Representative Enhancement Award. If the Court approves a Class
19 Representative Enhancement Award less than the amount requested, the Administrator will retain
20 the remainder in the Net Settlement Amount to be distributed to Participating Class Members. The
21 Administrator will pay the Class Representative Enhancement Award using IRS Form 1099.
22 Plaintiffs assume full responsibility and liability for employee taxes owed on the Class
23 Representative Enhancement Award and understand they are not receiving tax advice of any nature
24 from either Class Counsel or Defense Counsel.

25 53.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
26 Gross Settlement Amount, which is up to \$ 385,000.00, and a Class Counsel Litigation Expenses
27 Payment for reimbursement of actual costs incurred in the Action, to be paid as approved by the
28 Court. Defendants will not oppose requests for these payments. Plaintiffs and/or Class Counsel will

1 file a motion requesting Class Counsel Fees Payment and Class Counsel Litigation Expenses
2 Payment no later than 16 (sixteen) court days prior to the Final Approval Hearing, or as otherwise
3 ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel
4 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the
5 remainder to the Net Settlement Amount for distribution to Participating Class Members. Released
6 Parties shall have no liability to Class Counsel or any other Plaintiffs' counsel arising from any claim
7 to any portion of Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment.
8 The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses
9 Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability
10 for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
11 Payment and shall hold Defendants harmless, and indemnify Defendants, from any dispute or
12 controversy regarding any taxes owed and regarding any division or sharing of any of these
13 payments.

14 53.3. To the Administrator: An Administration Costs payment estimated at \$14,634.00
15 except for a showing of good cause and as approved by the Court. To the extent the Administration
16 Costs are less, or the Court approves payment of less than \$14,634.00, the Administrator will retain
17 the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

18 53.4. To Each Participating Class Member: An Individual Class Payment is calculated by
19 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
20 Participating Class Members during the Settlement Period, and (b) multiplying the result by each
21 individual Participating Class Member's Workweeks.

22 53.4(a) Tax Allocation of Individual Class Payments. Twenty percent (20%) shall be
23 allocated to settlement of wage claims (subject to Form W-2) and eighty percent (80%) shall be
24 allocated to settlement of claims for interest and penalties. IRS Forms W-2 will be issued for alleged
25 unpaid wages and IRS Forms 1099 will be issued for alleged unpaid interest, penalties and other
26 non-wage remedies. All penalties paid under PAGA shall be allocated as 100% penalties, for which
27 an IRS Form 1099 will be issued. The Non-Wage Portion is not subject to wage withholdings and
28 will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and

liability for any employee taxes owed on their Individual Class Payment.

53.4(b) Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

53.5 To the LWDA and PAGA Members: PAGA Penalties in the amount of \$30,000.00 (Thirty Thousand Dollars) will be paid from the Gross Settlement Amount, with 75% (\$22,500.00) allocated to the LWDA PAGA Payment and 25% (\$7,500.00) allocated to the Individual PAGA Payments. The PAGA Members cannot request exclusion and shall be deemed to have released all PAGA claims under this Agreement.

53.5(a) The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 25% share of PAGA Penalties of \$7,500.00 by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period, and (b) multiplying the result by each individual PAGA Member's PAGA Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

53.5(b) If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

D. SETTLEMENT FUNDING AND PAYMENTS.

54. Class Workweeks and Aggrieved Employee PAGA Pay Periods. Based on a review of its records, Defendants represent that there were approximately 675 Class Members who collectively worked a total of 51,339 Workweeks from May 2, 2022, to August 25, 2025, and 525 PAGA Members who worked a total of 19,021 PAGA Pay Periods during the PAGA Period.

55. Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and

1 for no other purpose, and restrict access to the Class Data to Administrator employees who need
2 access to the Class Data to effect and perform under this Agreement. Defendants have a continuing
3 duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member
4 identifying information and to provide corrected or updated Class Data as soon as reasonably
5 feasible. Without any extension of the deadline by which Defendant must send the Class Data to the
6 Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to
7 reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

8 56. Funding of the Gross Settlement Amount. Defendants shall fully fund the Gross
9 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class
10 Payments within fifteen (15) days of the Effective Date.

11 57. Payments from the Gross Settlement Amount. The monies to be distributed to
12 Participating Class Members (i.e., the Net Settlement Amount) and PAGA Members shall be paid
13 to them by the Administrator within ten (10) days following the receipt of the fully funded Gross
14 Settlement Amount by the Settlement Administrator from Defendants.

15 58. The Administrator will issue checks for the Individual Class Payments and/or
16 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The face
17 of each check shall prominently state the date (180 days after the date of mailing) when the check
18 will be voided (“Void Date”). The Administrator will cancel all checks not cashed by the Void Date.
19 The Administrator will send checks for Individual Settlement Payments to all Participating Class
20 Members (including those for whom the Class Notice was returned undelivered). The Administrator
21 will send checks for Individual PAGA Payments to all PAGA Members including Non-Participating
22 Class Members who qualify as PAGA Members (including those for whom Class Notice was
23 returned undelivered). Before mailing any checks, the Administrator must update the recipients’
24 mailing addresses using the National Change of Address Database.

25 59. The Administrator must conduct a Class Member Address Search for all Class
26 Members whose checks are returned undelivered without a USPS forwarding address. Within seven
27 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
28 forwarding address provided or to an address ascertained through the Class Member Address Search.

1 The Administrator need not take further steps to deliver checks to Class Members whose re-mailed
2 checks are returned as undelivered. The Administrator shall promptly send a replacement check to
3 any Class Member whose original check was lost or misplaced, requested by the Class Member prior
4 to the void date.

5 60. For any Class Member whose Individual Class Payment check or Individual PAGA
6 Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the
7 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
8 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
9 California Code of Civil Procedure Section 384, subd. (b).

10 61. The payment of Individual Class Payments and Individual PAGA Payments shall not
11 obligate Defendants to confer any additional benefits or make any additional payments to Class
12 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

13 **E. RELEASES OF CLAIMS.** On the Release Effective Date, Plaintiffs, Class Members,
14 and PAGA Members will release claims against all Released Parties as follows:

15 62. Plaintiffs' Release. Plaintiff Christian Lucero and his respective former and present
16 spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
17 release and discharge the Released Parties of and from any and all claims, liabilities, damages,
18 penalties, fees and costs, including: all claims for wages, damages, restitution, unreimbursed
19 expenses, equitable relief, penalties, liquidated damages, and/or punitive damages (including,
20 without limitation, claims under any applicable Labor Code, Industrial Welfare Commission Wage
21 Order); Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 1981; the Americans With Disabilities
22 Act; Sections 503 and 504 of the Rehabilitation Act of 1973; the Family Medical Leave Act; the
23 Americans With Disabilities Act, the Fair Labor Standards Act; the Employee Retirement Income
24 Security Act; the Occupational Safety and Health Act; the Worker Adjustment and Retraining
25 Notification Act, as amended; the California Unfair Competition Law (Cal. Bus. & Prof. Code §
26 17200 et seq.); the California Fair Employment and Housing Act; the California Family Rights Act,
27 the California Government Code; any federal, state, local, civil, or statutory laws, or regulations
28 including any and all human rights laws and laws against discrimination, retaliation and harassment;

any other federal, state, or local statutes, codes, or ordinances; any common law, contract law, or tort law cause of action; and any claims for interest, attorneys' fees, and/or costs ("Plaintiff Lucero's Release"). Plaintiff Kirk Morrissey and Plaintiff Marcus Aaron Pimentel release the Released Parties from any and all claims that were alleged or reasonably could have been alleged in the Operative Complaint and PAGA Notice.

63. Plaintiff Kirk Morrissey specifically and expressly excludes from this Settlement, and any release executed hereunder, all relief sought against Defendants asserted in the case of *Kirk Morrissey v. Orange County Winwater Works Co.*, Orange County Case No. 30-2024-01432166-CRU-WT-CJC, for (1) Disability Discrimination in Violation of Gov. Code § 12940 *et seq.* ("FEHA"); (2) Failure to Accommodate in Violation of FEHA; (3) Failure to Engage in Interactive Process in Violation of FEHA; (4) Retaliation in Violation of FEHA; Failure to Prevent Violation of FEHA; and (5) Wrongful Termination in Violation of Public Policy.

64. Plaintiff Marcus Aaron Pimentel specifically and expressly excludes from this Settlement, and any release executed hereunder, all relief sought against Defendants asserted in the case of *Marcus Aaron Pimentel, Sr. v. Sacramento Windustrial Co., et al.*, San Bernardino County Case No. CIVSB2401765, for (1) Discrimination Based on the Use of Cannabis in Violation of Government Code § 12954(a); and (2) Wrongful Termination in Violation of FEHA in Violation of Government Code § 12940, *et seq.*

65. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff Lucero's Release, Plaintiff Lucero 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.

66. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were

alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint (“Released Class Claims”). The Released Class Claims apply to claims arising during the Settlement Period.

67. Release by PAGA Members: All PAGA Members, including Non-Participating Class Members who are PAGA Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties, attorneys’ fees, and costs under PAGA that were alleged, or reasonably could have been alleged, based on the facts and claims stated in the PAGA Notice (“Released PAGA Claims”). The Released PAGA Claims apply to claims arising during the PAGA Period.

68. Release Effective Date: As of the Release Effective Date, as defined above, all Participating Class Members will release the Released Parties from the Released Class Claims and all PAGA Members will release the Released Parties from the Released PAGA Claims.

F. MOTION FOR PRELIMINARY APPROVAL. Plaintiffs will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

69. Defendants’ Statement of Non-Opposition in Support of Preliminary Approval. Defendants may elect, in its discretion, to file a statement of non-opposition in support of preliminary approval to be filed with or after the Motion for Preliminary Approval documents.

70. Plaintiffs’ Responsibilities. Plaintiffs will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, memorandum in support, Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA portion of the Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Preliminary Approval order; (iii) a draft proposed Class Notice, (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense

Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

71. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval to the Administrator.

72. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class 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 Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class 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.

G. SETTLEMENT ADMINISTRATION.

73. Selection of Administrator. The Parties have jointly selected Rust Consulting, Inc. to serve as the Administrator and verified that, as a condition of appointment, the Administrator 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 Costs. The Parties and their Counsel represent that they

1 have no interest or relationship, financial or otherwise, with the Administrator other than a
2 professional relationship arising out of the instant action or prior experiences administering
3 settlements.

4 74. Employer Identification Number. The Administrator shall have and use its own
5 employer identification number for purposes of calculating payroll tax withholdings and providing
6 reports and paying taxes to state and federal tax authorities.

7 75. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
8 meets the requirements of a “Qualified Settlement Fund” (“QSF”) under US Treasury Regulation
9 section 468B-1 for the funding of the Gross Settlement Amount. Any interest that accrues on the
10 Gross Settlement Amount sums paid into the QSF prior to distribution by the Administrator will
11 become part of the Net Settlement Amount for distribution to Participating Class Members. The QSF
12 will be fully funded in one payment as addressed above.

13 76. Notice to Class Members.

14 76.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator
15 shall notify Class Counsel that the list has been received and state the number of Class Members,
16 PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data.

17 76.2 Using best efforts to perform as soon as possible, and in no event later than 14
18 (fourteen) days after receiving the Class Data, the Administrator will send to all Class Members
19 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class
20 Notice with Spanish translation if the parties deem necessary substantially in the form attached to
21 this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar
22 amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class
23 Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts.
24 Before mailing Class Notice, the Administrator shall update Class Member addresses using the
25 National Change of Address Database.

26 76.3. Not later than five (5) calendar days after the Administrator’s receipt of any Class
27 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using
28 any forwarding address provided by the USPS. If the USPS does not provide a forwarding address,

1 the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to
2 the most current address obtained. The Administrator has no obligation to make further attempts to
3 locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second
4 time.

5 76.4. The deadlines for Class Members' written objections, challenges to Workweeks and/or
6 PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen days (14)
7 days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose
8 notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with
9 the re-mailed Class Notice.

10 76.5. If the Administrator, Defendants, or Class Counsel is contacted by or otherwise
11 discovers any persons who believe they should have been included in the Class Data and should
12 have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone,
13 and in good faith in an effort to agree on whether to include them as Class Members. If the Parties
14 agree, such persons will be Class Members entitled to the same rights as other Class Members, and
15 the Administrator will send, via email or overnight delivery, a Class Notice requiring them to
16 exercise options under this Agreement not later than 14 (fourteen) days after receipt of Class Notice,
17 or the deadline dates in the Class Notice, whichever are later.

18 77. Requests for Exclusion (Opt-Outs).

19 77.1. Class Members who wish to exclude themselves (opt-out of) the Class portion of the
20 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
21 Exclusion not later than 60 (sixty) days after the Administrator mails the Class Notice (plus an
22 additional 14 (fourteen) days for Class Members whose Class Notice is re-mailed). A Request for
23 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
24 the Class Member's election to be excluded from the Class portion of the Settlement and includes
25 the Class Member's name, address and email address or telephone number. To be valid, a Request
26 for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

27 77.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to
28 contain all the information specified in the Class Notice. The Administrator shall accept any Request

1 for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a
2 Class Member and the Class Member's desire to be excluded. If the Administrator has reason to
3 question the authenticity of a Request for Exclusion, the Administrator may demand additional proof
4 of the Class Member's identity. The Administrator's determination of authenticity shall be final and
5 not appealable or otherwise susceptible to challenge.

6 77.3. Every Class Member who does not submit a timely and valid Request for Exclusion is
7 deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound
8 by all terms and conditions of the Settlement, including the Participating Class Members' releases
9 under Paragraphs 66 and 67 of this Agreement, regardless of whether the Participating Class
10 Member actually receives the Class Notice or objects to the Settlement.

11 77.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-
12 Participating Class Member and shall not receive an Individual Class Payment or have the right to
13 object to the class action components of the Settlement. Because future PAGA claims are subject to
14 claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA
15 Members are deemed to release the Released PAGA Claims identified in Paragraph 68 of this
16 Agreement and are eligible for an Individual PAGA Payment.

17 78. Challenges to Calculation of Workweeks. Each Class Member shall have 60 (sixty)
18 days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class
19 Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay
20 Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the
21 allocation by communicating with the Administrator via fax, email or mail. The Administrator must
22 encourage the challenging Class Member to submit supporting documentation. In the absence of any
23 contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA
24 Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class
25 Data. The Administrator shall promptly provide copies of all challenges to the calculation of
26 Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the
27 Administrator's determination of the challenges. The Parties shall file with the court all Class Member
28 disputes, including the evidence submitted, and the resolution of the disputes. Although the

1 Administrator shall make the initial decision regarding a Workweek Dispute, the court may review any
2 decision made by the Settlement Administrator regarding a Workweek Dispute.

3 79. Objections to Settlement.

4 79.1. Only Participating Class Members may object to the class action components of the
5 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
6 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
7 and/or Class Representative Enhancement Award.

8 79.2. Participating Class Members may send written objections to the Administrator, by fax,
9 email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an
10 attorney to appear in Court at their own expense) to present objections at the Final Approval Hearing.
11 A Participating Class Member who elects to send a written objection to the Administrator must do
12 so not later than 60 (sixty) days after the Administrator's mailing of the Class Notice (plus an
13 additional 14 (fourteen) days for Class Members whose Class Notice was re-mailed).

14 79.3. Non-Participating Class Members have no right to object to any of the class action
15 components of the Settlement.

16 80. Administrator Duties. The Administrator has a duty to perform or observe all tasks to
17 be performed or observed by the Administrator contained in this Agreement or otherwise.

18 80.1. Website, Email Address and Toll-Free Number. The Administrator will establish,
19 maintain and use an internet website to post information of interest to Class Members including the
20 date, time, and location for the Final Approval Hearing and copies of the Agreement, Motion for
21 Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, motion for
22 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative
23 Enhancement Award, the Final Approval, and the Judgment. The Administrator will also maintain
24 and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes
25 and emails.

26 80.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
27 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than
28 five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the

1 Administrator shall email a list to Defense Counsel containing (a) the names and other identifying
2 information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion
3 List”); (b) the names and other identifying information of Class Members who have submitted
4 invalid Requests for Exclusion; (c) copies of all Requests for Exclusion submitted (whether valid or
5 invalid). The Administrator may provide the names of the Class Members who have timely
6 submitted valid Requests for Exclusion to Class Counsel, but shall not provide any other personal
7 identifying information (e.g., address, phone number, email, etc.)

8 80.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports
9 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices
10 mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or
11 invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received
12 and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments
13 (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity
14 of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

15 80.4. Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority
16 to address and make the initial decision consistent with the terms of this Agreement on all Class
17 Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Parties shall
18 file with the court all Class Member disputes, including the evidence submitted, and the resolution of
19 the disputes. Although the Settlement Administrator shall make the initial decision regarding a
20 Workweek and/or PAGA Pay Period Challenge, the court may review any decision made by the
21 Settlement Administrator regarding a Workweek and/or PAGA Pay Period Challenge.

22 80.5. Administrator’s Declaration. Not later than 14 (fourteen) days before the date by which
23 Plaintiffs are required to file the Motion for Final Approval, the Administrator will provide to Class
24 Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due
25 diligence and compliance with all of its obligations under this Agreement, including, but not limited
26 to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class
27 Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received
28 (both valid or invalid), the number of written objections and attach the Exclusion List. The

1 Administrator will supplement its declaration as needed or requested by the Parties and/or the Court.
2 Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

3 80.6. Final Report by Settlement Administrator. Within 10 (ten) days after the Administrator
4 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
5 and Defense Counsel with a final report detailing its disbursements by employee identification
6 number only of all payments made under this Agreement. At least 15 (fifteen) days before any
7 deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
8 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments
9 required under this Agreement. Class Counsel is responsible for filing the Administrator's
10 declaration in Court.

11 **H. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on a review of its
12 records, Defendant represented that there are approximately 675 Class Members who collectively
13 worked a total of 51,339 Workweeks during the period from May 2, 2022, to August 25, 2025. If it
14 is determined that the total number of Workweeks is greater than 56,473 (i.e., a 10% increase over
15 51,339 workweeks) during the foregoing period, the Gross Settlement Amount will be increased by
16 the same number of percentage points above 10% by which the actual number of Workweeks
17 exceeds 51,339 (i.e., if there was an 11% increase in the number of workweeks during the Settlement
18 Period, Defendants would agree to increase the Gross Settlement Amount by 1%). If this provision
19 is triggered so as to increase the Gross Settlement Amount, the Parties agree that the portion of the
20 Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total
21 amount of attorneys' fees remains one-third of the Gross Settlement Amount after the upward
22 adjustment required by this provision is implemented.

23 **I. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for
24 Exclusion identified in the Exclusion List exceeds three percent (3%) of the total of all Class
25 Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The
26 Parties agree that, if Defendants withdraw, the Settlement shall be *void ab initio*, have no force or
27 effect whatsoever, and that neither Party will have any further obligation to perform under this
28 Agreement; provided, however, Defendants will remain responsible for paying all Administration

Costs incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

J. MOTION FOR FINAL APPROVAL. Not later than 16 (sixteen) court days before the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiffs will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA portion of the settlement under Labor Code section 2699, subd. (l); a proposed Final Approval; and a proposed Judgment (collectively “Motion for Final Approval”).

81. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

82. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Costs shall not constitute a material modification to the Agreement within the meaning of this paragraph.

83. 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.

84. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including but not limited to the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement

as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an appeal is filed with respect to the Judgment or Final Approval Order, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

85. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Enhancement Award, Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

K. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

L. ADDITIONAL PROVISIONS.

86. No Admission of Liability, Class Certification 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 Defendants that any of the allegations in the Operative Complaint or PAGA Notice has merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the

1 right to contest certification of any class for any reason, Defendants reserve all available defenses to
2 the claims in the Action (including but not limited to the arbitration agreement and class waiver
3 signed by Plaintiffs), and Plaintiffs reserves the right to move for class certification on any grounds
4 available and to contest Defendants' defenses. The Settlement, this Agreement and Parties'
5 willingness to settle the Action will have no bearing on, and will not be admissible in connection
6 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this
7 Agreement).

8 87. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants,
9 and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they
10 and each of them will not disclose, disseminate and/or publicize, or cause or permit another person
11 to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly,
12 specifically or generally, to any person, corporation, association, government agency, or other entity
13 except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep
14 this Agreement confidential; (2) to the extent necessary to report income to appropriate taxing
15 authorities; (3) in response to a court order or subpoena; or (4) in response to an inquiry or subpoena
16 issued by a state or federal government agency. Each Party agrees to immediately notify the other
17 Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs,
18 Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly,
19 initiate any conversation or other communication, before the filing of the Motion for Preliminary
20 Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement
21 except to respond only that "the matter was resolved," or words to that effect. This paragraph does
22 not restrict Class Counsel's communications with Class Members in accordance with Class
23 Counsel's ethical obligations owed to Class Members.

24 88. No Solicitation. The Parties separately agree that they and their respective counsel and
25 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from
26 the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to
27 communicate with Class Members in accordance with Class Counsel's ethical obligations owed to
28 Class Members.

1 89. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
2 together with its attached exhibits shall constitute the entire agreement between the Parties relating
3 to the Settlement, superseding any and all oral representations, warranties, covenants, or
4 inducements made to or by any Party.

5 90. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
6 represent that they are authorized by Plaintiffs and Defendants, respectively, to negotiate the terms
7 of this Agreement, and to take all appropriate action required or permitted to obtain approval of the
8 settlement embodied herein by the Court.

9 91. Cooperation. The Parties and their counsel will cooperate with each other and use their
10 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
11 Agreement, submitting supplemental evidence and supplementing points and authorities as
12 requested by the Court. In the event the Parties are unable to agree upon the form or content of any
13 document necessary to implement the Settlement, or on any modification of the Agreement that may
14 become necessary to implement the Settlement, the Parties will seek the assistance of mediator Gig
15 Kyriacou and/or the Court for resolution.

16 92. No Prior Assignments. The Parties separately represent and warrant that they have not
17 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber
18 to any person or entity and portion of any liability, claim, demand, action, cause of action, or right
19 released and discharged by the Party in this Settlement.

20 93. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel
21 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
22 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
23 10, as amended) or otherwise.

24 94. Modification of Agreement. This Agreement, and all parts of it, may be amended,
25 modified, changed, or waived only by an express written instrument signed by all Parties or their
26 representatives, and approved by the Court.

27 95. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
28 the benefit of, the successors of each of the Parties.

96. 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.

97. 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.

98. 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.

99. 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.

100. 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.

101. 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 third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

D.LAW, INC.
 Enoch J. Kim
e.kim@d.law
 Marta Manus
m.manus@d.law
 450 N. Brand Blvd., Suite 840
 Glendale, CA 91203
 Telephone: (818) 962-6465
 Facsimile: (818) 962-6469

To Defendant:

LEWIS BRISBOIS BISGAARD & SMITH LLP
 Rachel J. Lee
Rachel.Lee@lewisbrisbois.com
 Jasmine Shams
Jasmine.Shams@lewisbrisbois.com
 633 West 5th Street, Suite 4000
 Los Angeles, CA 90071

Telephone: (213) 250-1800
Facsimile: (213) 250-7900

102. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or by 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.

103. 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 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.

104. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants 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 date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

105. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable.

106. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense

Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the PAGA Members, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED.

By the Parties:

DATED: 10/10/2025

DocuSigned by:



BF65DFA05C3443E...

Plaintiff Christian C. Lucero

DATED: _____

Plaintiff Kirk P. Morrissey

DATED: _____

Plaintiff Marcus Aaron Pimentel

DATED: _____

Defendant Winsupply Inc.

By: _____

Position: _____

DATED: _____

Defendants Inland Empire Windustrial Co., Orange County Winwater Works Co., Sacramento Windustrial Co. and each Identified but Unnamed Defendant

By: _____

Position: _____

Approved by counsel:

Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the PAGA Members, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED.

By the Parties:

DATED: _____

Plaintiff Christian C. Lucero

Signed by:

DATED: 10/10/2025


E8653BFA466F4G5...

Plaintiff Kirk P. Morrissey

DATED: _____

Plaintiff Marcus Aaron Pimentel

DATED: _____

Defendant Winsupply Inc.

By: _____

Position: _____

DATED: _____

Defendants Inland Empire Windustrial Co., Orange
County Winwater Works Co., Sacramento Windustrial
Co. and each Identified but Unnamed Defendant

By: _____

Position: _____

Approved by counsel:

Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the PAGA Members, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED.

By the Parties:

DATED: _____

Plaintiff Christian C. Lucero

DATED: _____

Plaintiff Kirk P. Morrissey

DATED: 10/10/2025

DocuSigned by:

Marcus Pimentel

Plaintiff Marcus Aaron Pimentel

DATED: _____

Defendant Winsupply Inc.

By: _____

Position: _____

DATED: _____

Defendants Inland Empire Windustrial Co., Orange County Winwater Works Co., Sacramento Windustrial Co. and each Identified but Unnamed Defendant

By: _____

Position: _____

Approved by counsel:

Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the PAGA Members, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED.

By the Parties:

DATED: _____

Plaintiff Christian C. Lucero

DATED: _____

Plaintiff Kirk P. Morrissey

DATED: _____

Plaintiff Marcus Aaron Pimentel

DATED: 10/13/2025

Defendant Winsupply Inc.

By: Robert P. DiTommasso

Position: Treasurer, Winsupply Inc.

DATED: 10/13/2025

Michael A. Kirkland
Defendants Inland Empire Windustrial Co., Orange
County Winwater Works Co., Sacramento Windustrial
Co. and each Identified but Unnamed Defendant

By: Michael S. Kirkland

Position: Secretary

Approved by counsel:

1 DATED: _____
2
3

D.LAW, INC.

4 By: _____
5 Gregg Lander
6 Vanessa M. Ruggles
7 Enoch J. Kim
8 Marta Manus
9 Counsel for Plaintiffs, Christian C. Lucero, Kirk P.
10 Morrissey, and Marcus Aaron Pimentel
11

12 DATED: 10/13/2025
13
14

LEWIS BRISBOIS BISGAARD & SMITH LLP

15 By: 
16 Rachel J. Lee
17 Jasmine Shams
18 Attorneys for Defendants Inland Empire Windustrial
19 Co., Orange County Winwater Works Co., Sacramento
20 Windustrial Co. and each Identified but Unnamed
21 Defendant
22
23
24
25
26
27
28

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Lucero, et al. v. Inland Empire Windustrial Co., et al.

(San Bernardino County Superior Court, Case No. CIVSB2401765)

***The San Bernardino County Superior Court authorized this notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from the settlement of a class action lawsuit (“Settlement”) entitled *Christian C. Lucero, Kirk P. Morrissey, and Marcus Aaron Pimentel v. Inland Empire Windustrial Co., et al.* filed by named plaintiffs Christian C. Lucero, Kirk P. Morrissey, and Marcus Aaron Pimentel (“Plaintiffs”) for alleged violations of the California Labor Code (the “Action”) against Inland Empire Windustrial Co., Winsupply Inc. dba Wholesalers Credit Management Services, Orange County Winwater Works Co., and Sacramento Windustrial Co. and specifically includes the following “Unnamed Defendants”:

Winsupply Van Nuys CA Co.	Winsupply Vista CA Co.	Winsupply Desert Cities CA Co.
Winsupply Bakersfield CA Co.	Orange County Windustrial Co	Riverside Winnelson Co.
Winsupply El Cajon CA Co.	Winsupply Paso Robles CA Co.	Temecula Winnelson Co.
Ontario Winnelson Co.	Winsupply San Diego CA Co.	Winsupply Hawthorne CA Co.
Santa Fe Springs Winwater Works Co.	Winsupply Hesperia CA Co.	Santa Clara Windustrial Co.
Winsupply S San Diego CA Co.	Winsupply Pomona CA Co.	Winsupply of Silicon Valley Co.
Stockton Windustrial Co.	Winsupply Monterey County CA Co.	Rocklin Windustrial Co.
Woodland Windustrial Co.	Winsupply Sacramento CA Co.	Winsupply Fresno County CA Co.
Pittsburg Winsupply Co.	Modesto Windustrial Co.	Escondido Winsupply Co.
Wyatt Irrigation Co. (including Napa Branch, Ukiah Branch, Petaluma Branch and Santa Rosa Branch)	Winsupply Los Angeles CA Co.	

(collectively “Defendants”). Plaintiffs and Defendants are collectively referred to as the “Parties.”

The Action seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys’ fees on behalf of all Class Members, who are defined in the Settlement as all current and former nonexempt employees of Defendants in California at any time between May 2, 2022, through August 25, 2025 (the “Settlement Period”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) on behalf of all PAGA Members, who are defined in the Settlement as all persons who are or were employed by Defendants as hourly paid, non-exempt employees in the State of California at any time during the PAGA Period (i.e., the period from March 5, 2023, through August 25, 2025). PAGA is a California law that allows employees to bring claims for civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and all aggrieved employees for alleged violations of the Labor Code, and any payment for PAGA penalties shall be paid 75% to the LWDA and 25% to all PAGA Members as civil penalties (rather than wages).

The proposed Settlement has two main parts: (1) a class action settlement requiring Defendants to fund Individual Class Payments to Class Members, and (2) a PAGA settlement requiring Defendants to fund Individual PAGA Payments to PAGA Members and pay penalties to the LWDA. Based on Defendants’ records, and the Parties’ current assumptions, your Individual Class and PAGA Payments are shown in the charts below, along with the applicable data points from which these estimates are derived.

<i>Calculations and Data Points for Estimated Individual Class Payment</i>	
Weeks Worked during Settlement Period	<i>Estimated Individual Class Payment</i>
INSERT	INSERT

<i>Calculations and Data Points for Estimated Individual PAGA Payment</i>	
Pay Periods worked during PAGA Period	<i>Estimated Individual PAGA Payment</i>
INSERT	INSERT

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated for your Individual PAGA Payment then, according to Defendants' records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work for Defendants in California during the PAGA Period.) If you believe that you worked a different number of weeks during the periods than is shown in the chart above, you can submit a dispute by [DATE] ("Response Deadline"). See **Section 4, subsection 3** of this notice.

In granting preliminarily approval of the proposed Settlement and approving this notice, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. Your legal rights are affected whether you act or do not act. Read this notice carefully. You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendants in California during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 below . <i>Defendant will not retaliate against you for participating or not participating in this Settlement.</i>
EXCLUDE YOURSELF	If you do not wish to participate in the Class portion of the proposed Settlement, you may "opt-out" of the Settlement of the Class Claims. If you choose to opt-out, you must submit a written request for exclusion by [DATE] (see Section 6 below for more details on how to opt-out). If you opt-out, you will no longer be a Participating Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will have the right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees. See Section 6 of this notice.
OBJECT	If you decide to object to the Class portion of the proposed Settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement by [DATE] (see Section 7 for more details on how to object).

**DISPUTE THE
NUMBER OF WEEKS
WORKED**

If you believe the number of workweeks and/or pay periods that you were credited with working in the chart above is incorrect, you may submit a dispute and any supporting evidence to Rust Consulting, Inc. (the “Administrator”), a third party responsible for sending this notice (see **Section 4** for more details on how to submit a dispute). Defendants’ records will be presumed correct, but you may provide evidence to the Administrator showing how many workweeks and/or pay periods you believe you should be credited, and the Administrator will consider your documentation and decide.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT’S NOT REQUIRED

DATE: **DATE**
TIME: **TIME**

The Court’s Final Approval Hearing is scheduled to take place on **[DATE]**. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. See **Section 8** of this notice.

1. WHAT IS THE ACTION ABOUT?

The Action accuses Defendants of violating California labor laws due to the alleged failure to pay all wages including straight time, minimum wages and overtime wages, failure to provide all meal periods and rest breaks, failure to reimburse all business expenses, failure to maintain required records, failure to timely pay wages during employment and upon separation of employment, failure to provide accurate itemized wage statements, and unfair and unlawful competition. Based on the same claims, Plaintiffs also asserted a claim for civil penalties under PAGA.

Defendants strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

Both Parties are represented by attorneys in the Action. See Section 9 below for their contact information.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Parties hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. By signing a lengthy written settlement agreement (“Agreement”), Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. In fact, Defendants contend that it has at all times complied with California law.

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits and has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at final hearing. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. The Gross Settlement Amount. Defendants have agreed to pay a total gross settlement amount of \$1,155,000.00 (the “Settlement Amount”) and will deposit the Settlement Amount into an account controlled by the Administrator. The Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representatives’ Enhancement Award, Class Counsel Fee Payment, Class Counsel Litigation Expenses payment, the Administrator’s Costs, and PAGA Penalties to be paid to the LWDA. Assuming the Court grants Final Approval of the settlement and that the Judgment entered by the Court becomes final, Defendant will fund the Gross Settlement Amount and payments will be made shortly thereafter. The Judgment will be final on the date the Court enters

Judgment, or a later date if the Judgment is appealed.

2. Court Approved Deductions from Settlement Amount. At the Final Approval Hearing, Class Counsel will ask the Court to approve the following deductions from the Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to one-third (1/3) of the Gross Settlement Amount to Class Counsel for attorneys' fees (\$385,000.00), plus reasonable costs and expenses incurred in the Action, which is currently estimated not to exceed \$30,000.00. To date, Class Counsel has incurred fees and expenses in the Action without receiving payment.

B. Up to \$12,500.00 to each Class Representative as an Enhancement Payment for litigating the Action, working with Class Counsel, and representing the Class. The Enhancement Payment will be the only monies the Plaintiffs will receive other than the Individual Class Payment and any Individual PAGA payment.

C. \$14,634.00 to the Administrator for services administering the Settlement.

D. \$30,000.00 for PAGA Penalties, allocated 75% to the LWDA and 25% in Individual PAGA Payments to the Aggrieved Employees based on their share of PAGA Pay Periods during the PAGA Period.

E. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the remainder of the Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their pro rata share of total Workweeks the Participating Class Member worked during the Class Period.

4. Taxes Owed on Payments to Class Members. The Parties are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages ("Wage Portion") and eighty percent (80%) to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer-side payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although the Parties have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the "void date"). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California State Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money. You will still be bound by the Judgment, even if you do not cash your check.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement not later than the Response Deadline. See Section 6 of this notice for details on how to Opt-Out.

7. The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Rust Consulting, Inc. (the “Administrator”) to send this notice, calculate and make payments, and process Class Members’ requests for exclusion and objections. The Administrator will also assist the Parties with deciding any disputes over weeks worked, mail and re-mail (if necessary) settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 10 of this notice.

9. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Settlement Amount, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or the “Released Parties” (which means Defendants all of Defendants’ past, present and/or future, direct and/or indirect, stockholders, shareholders, members, directors, managers, officers, employees, agents, representatives, attorneys, insurers, reinsurers, partners, investors, lenders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, and related companies) based on the facts alleged in the Operative Complaint for the duration of the Class Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint (“Released Class Claims”). The Released Class Claims apply to claims arising during the Class Period.

10. Released PAGA Claims. All PAGA Members, including Non-Participating Class Members who are PAGA Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties, attorneys’ fee, and costs under PAGA that were alleged, or reasonably could have been alleged, based on the facts and claims stated in the PAGA Notice (“Released PAGA Claims”). The Released PAGA Claims apply to claims arising during the PAGA Period.

4. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Members’ Workweeks during the Settlement Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$7,500.00 by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods for each Aggrieved Employee during the PAGA Period.

3. Disputing Weeks Worked. The number of weeks you worked during the Class and PAGA Periods, as recorded in Defendants’ records, are stated in the tables on page 1 of this notice. You have until **DATE** (the “Response Deadline”) to dispute the number of Workweeks or PAGA Pay Periods credited to you by submitting a dispute to the Administrator. Section 10 of this notice has the Administrator’s contact information. You need to support your dispute by sending copies of pay stubs or other records. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve challenges based on your submission and on input from Class Counsel and Defendants’ Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and PAGA Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (which includes every Class Member who does not opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if you are entitled to an Individual PAGA Payment).

2. Non-Participating Class Members/PAGA Members Only. If you opted out of the Class settlement, but qualify as a PAGA Member, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member, including those who opt out of the Settlement.

Your check will be sent to the same address as this notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 10 of this notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement before the Response Deadline. To opt-out, you must send by fax, email, or mail, a signed letter that includes your name, address and email address or telephone number and that reasonably communicates your election to be excluded from the Class portion of the Settlement to the Administrator by the Response Deadline (as a reminder, **the "Response Deadline" is DATE**). Any person who submits a timely request for exclusion from the Class portion of the Settlement (1) will not have any rights under this Settlement, including the right to object to the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by this Settlement, or the Judgment, as to the Released Class Claims.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class portion of the Settlement remain eligible to receive an Individual PAGA Payment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. If you wish to object to the proposed Settlement, you may send by fax, email, or mail, a written objection to the Administrator and include any and all evidence and supporting documentation. Any written objections must be sent to the Administrator by the Response Deadline. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to present verbal objections at the Final Approval Hearing.

8. WHEN IS THE FINAL APPROVAL HEARING?

On [REDACTED], [REDACTED], at [REDACTED] a.m./p.m., the Court will hold a hearing in Department S30 of the Superior Court for the State of California, County of San Bernardino located at 247 West Third Street, San Bernardino, CA 92415, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the proposed payment to the LWDA, and whether to approve Plaintiffs' request for an Enhancement Award. This hearing may be continued or rescheduled by the Court. Objectors to the proposed settlement will be provided notice if the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

9. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

The attorneys representing the Parties in the Action are:

Class Counsel	Defense Counsel
Enoch J. Kim e.kim@d.law Marta Manus m.manus@d.law D.LAW, INC. 450 N Brand Blvd, Suite 840 Glendale, CA 91203 Tel: (818) 962-6465	Rachel J. Lee Rachel.Lee@lewisbrisbois.com Jasmine Shams Jasmine.Shams@lewisbrisbois.com LEWIS BRISBOIS BISGAARD & SMITH LLP 633 West 5th Street, Suite 4000 Los Angeles, CA 90071 Telephone: (213) 250-1800 Facsimile: (213) 250-7900

10. HOW CAN I GET MORE INFORMATION?

If you have questions about this notice or the Settlement itself, or if you did not receive this notice in the mail and you believe that you are or may be a member of the Class, you should contact the Administrator for more information or to request that a copy of this notice be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them at the information below. You may also seek advice and guidance from your own private attorney at your own expense if you so desire.

This notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Marta Manus in Support of Motion for Preliminary Approval of Class Action Settlement filed on [DATE] and available to be inspected at any time during regular business hours at the Clerk's Office, Superior Court for the State of California, County of San Bernardino, 247 West Third Street, San Bernardino, CA 92415. You may also review the pleadings, records, and other papers on file in this lawsuit online at <https://cap.sb-court.org/search>. To access the case file, click on "Case Number Search," then create a free online account, then type in the case number (CIVSB2401765) where requested, and click "Search." You may also email Class Counsel and request a copy of the Settlement Agreement.

You may also visit [URL] for information about upcoming hearings and to review case documents.

DO NOT TELEPHONE THE COURT OR COUNSEL FOR DEFENDANTS TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

The contact information for Class Counsel and the Administrator is below:

Class Counsel	Administrator
Enoch J. Kim e.kim@d.law Marta Manus m.manus@d.law D.LAW, INC. 450 N Brand Blvd, Suite 840 Glendale, CA 91203 Tel: (818) 962-6465	Name Mailing Address Telephone Number

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 2

D.LAW, INC.

Emil Davtyan (SBN 299363)

Emil@d.law

David Yeremian (SBN 226337)

d.yeremian@d.law

Gregg Lander (SBN 194018)

g.lander@d.law

Vanessa M. Ruggles (SBN 254031)

v.ruggles@d.law

Enoch J. Kim (SBN 261146)

e.kim@d.law

Marta Manus (SBN 260132)

m.manus@d.law

450 N Brand Blvd., Suite 840

Glendale, CA 91203

Telephone: (818) 962-6465

Fax: (818) 962-6469

Attorneys for Plaintiffs CHRISTIAN C. LUCERO,
KIRK P. MORRISSEY, and MARCUS AARON PIMENTEL,
on behalf of themselves and all others similarly situated

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

CHRISTIAN C. LUCERO, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

INLAND EMPIRE WINDUSTRIAL CO., a
Delaware corporation; WINSUPPLY INC., a
Delaware corporation; and Does 1 to 10,
inclusive,

Defendants.

CLASS ACTION

Case No. CIVSB2401765

Honorable Charlie L. Hill, Jr.
Department S30

**DECLARATION OF ERIC BISHOP
IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF THE CLASS
ACTION SETTLEMENT**

DECLARATION OF ERIC BISHOP FOR RUST CONSULTING, INC., RE:
SETTLEMENT ADMINISTRATION

I, Eric Bishop, declare as follows:

1. I am a Senior Vice President for Rust Consulting, Inc. (“Rust”). My business address is 920 2nd Ave S, Suite 400, Minneapolis, MN 55402. My telephone number is (612) 968-1752. I am over twenty-one years of age and am authorized to make this declaration on behalf of Rust and myself. I have firsthand knowledge of the facts set forth in this declaration and, if called to do so, could testify competently to them.

2. Rust has extensive experience in class action matters, having provided services in class action settlements involving antitrust, securities fraud, property damage, employment discrimination, employment wage and hour, product liability, insurance and consumer issues. We have provided notification and/or claims administration services in more than 8,000 projects. Of these, approximately 4,000 were Labor & Employment cases.

3. Rust’s internal data security practices meet or exceed today’s exacting industry standards. Our enterprise-class data security measures are founded on standard business processes including a vigorous employee screening program, ongoing employee security training and a hardened production data center hosted at a Tier 1 network carrier, all designed for ensuring data integrity and security.

4. Rust is being engaged by Counsel to provide settlement administration services in the case Lucero v Inland Empire Windustrial (“Settlement”). Duties will include: a) preparing, printing, and mailing of the Notice of Class Action Settlement (“Class Notice”); b) tracking of requests for exclusion; c) drafting, mailing, and tax reporting for Settlement Award checks to Class Members; and for such other tasks as the Parties mutually agree or the Court orders Rust to perform.

5. Rust will establish a mailing address to receive requests for exclusion, undeliverable Class Notices, and other communications from Class Members.

6. Rust will set up a phone number and will staff with live Customer Service Representatives to be available for Class Members to call with questions regarding the Settlement

and to provide address updates. Spanish speaking agents will be available.

7. Rust expects to receive text for the Class Notice from Counsel shortly after preliminary approval of the Settlement is granted.

8. Rust expects that Counsel for Defendant will provide Rust with a mailing list (“Class List”) containing the Class Members’ names, last known addresses, Social Security Numbers, and any other pertinent information necessary to carry out Rust’s duties.

9. Rust will mail the Class Notice prepared by the parties and approved by the Court. Rust will translate the notice into a Spanish version as well.

10. The mailing addresses contained in the Class List will be processed and updated utilizing the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any individual has filed a U.S. Postal Service change of address request, the address listed with the NCOA will be utilized in connection with the mailing of the Class Notice.

11. For any Class Notices that are returned to Rust as undeliverable, Rust will perform address traces in an attempt to find an updated address. The address trace will utilize the Class Member’s name, previous address and Social Security Number. In the event an updated address is obtained, the Class Notice documents will be promptly re-mailed to those Class Members via First Class mail. For Class Notice documents that are returned by the Post Office with forwarding addresses attached, these Class Notice documents will be promptly re-mailed to those Class Members at the forwarding address via First Class mail.

12. Rust will be responsible for receiving and validating all requests for exclusions and objections to the Settlement.

13. Rust will be responsible for calculating award amounts and tax withholdings, printing and mailing payments including tax documents, establishing a Qualified Settlement Fund (“QSF”), setting up a bank account, and preparing annual tax filings on behalf of the QSF. Rust will establish and set up a QSF in this case based upon applicable laws and requirements.

14. Rust will be the fiduciary of the QSF and responsible for all payments and tax reporting from the QSF. The QSF will obtain its own tax ID and report taxes under that tax ID.

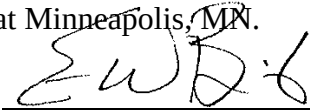
15. Rust will provide Project Management and Technical Consulting staff to manage all aspects of the administration and be available to Counsel.

16. Rust will post final judgment and the new date of the Final Approval Hearing, if continued by the Court, on its website, www.rustconsulting.com.

17. The total cost for the administration of this Settlement is \$14,634 unless the actual class size (approx. 675) provided by counsel is materially different as that is the basis on which much of the estimate is provided. The costs are comprised of the combination of the transactional costs for print, postage, banking activities, etc., as well as the hourly fees to carry out the administrative duties.

18. None of the parties or attorneys in this matter have a relationship (financial or otherwise) with Rust.

I declare under penalty of perjury under the laws of the State of California and the United States that the above is true and correct to the best of my knowledge and that this Declaration was executed this 12th day of November 2025, at Minneapolis, MN.


Eric Bishop



Settlement Administration Estimate
Lucero v Winsupply Inc
October 8, 2025

Prepared by:
Eric Bishop
SVP, Client Services
612-359-2988
ebishop@rustconsulting.com

EXPERIENCE

With experience on approximately 4,000 labor and employment cases, we are the nation's largest labor and employment settlement administrator. We have managed employment settlements with class sizes ranging from dozens to multi-million class members. In fact, we've been trusted to administer many of the nation's largest settlements, including the nation's top wage-and-hour cases in recent years.

DATA SECURITY

Our internal data security practices meet or exceed today's exacting industry standards. Our enterprise-class data security measures are founded on standard business processes including a vigorous employee screening program, ongoing employee security training and a hardened production data center hosted at a Tier 1 network carrier, all designed for ensuring data integrity and security.

DEDICATED SPECIALISTS

Our labor and employment case team is strictly dedicated to managing settlement administration for cases involving matters such as wage-and-hour, FLSA, discrimination and ERISA. They're specialists, not generalists, with an industry reputation for responsiveness and expertise in relevant areas such as the applicable banking and tax regulations. We are confident that Rust is the best choice for the administration of your settlement.

Project Summary

Estimated Class Size	675
<u>Project Cost</u>	
Mailed Notice	\$ 3,510
Telephone Support	\$ 1,449
Processing and Administration	\$ 55
Fund Distribution & Tax Reporting	\$ 4,445
Project Management	\$ 5,425
Other Out-of-pocket Expenses	\$ 250
Total Project Cost	\$ 15,134
	Discount
	\$ (500)
Total Project Cost w/ Discount	\$ 14,634

Key Assumptions

Spanish Translation Included
No Claims Process
Telephone & Email Support Included
Post Docs to Rust Standard Static Site
1 Funding to QSF
1 Installment Payments by Defendant
1 Distribution to Class
Uncashed Pmts Escheat

Thank you for considering Rust Consulting, Inc. as your administrator -- we appreciate the opportunity to submit this estimate.



Settlement Administration Estimate
Lucero v Winsupply Inc
October 8, 2025

Prepared by:
Eric Bishop
SVP, Client Services
612-359-2988
ebishop@rustconsulting.com

Key Assumptions Used to Prepare this Estimate

Class Size	675		Standard Hourly Rates*
Initial Mailed Notice:			SVP \$175-\$275
Mailed Notice	675	100.0%	Program Manager \$160-\$180
Forwarded Notices	17	2.5%	Project Manager \$100-\$140
Undeliverable Notices	101	15.0%	Technical Consultant \$110-\$180
Re-Mailed Notices after Trace	81	80.0%	Call Center Manager \$125
Telephone Support:			CSR \$ 43-\$ 50
Number of Telephone Contacts	101	15.0%	Processor \$ 43-\$ 50
Connect Minutes per Call - CSRs	4.0		Other \$ 43-\$125
Claimant Communications:			<i>*Subject to change</i>
Exclusions Received	3	0.5%	
Payments	672	100.0%	

Additional Administration Assumptions Used to Prepare this Estimate:

Database Development: Receive and Process Database assumes that the data provided is complete with respect to the data components needed to mail and calculate settlement payments. Data that includes multiple records for individuals or work history that needs to be accumulated and totaled by individual generally requires additional efforts to bring to a point where it is final settlement data. These additional efforts can take a significant amount of time and should be considered when setting key settlement dates, especially the mailed notice deadline. Data must be provided in a complete, consistent, standardized electronic format. Rust's standard format is ASCII fixed width complete with field layout. Other formats may be accepted at Rust's discretion. Resources used to enhance or further develop non-standardized data will be billed on a time and materials basis according to Rust's Current Standard Hourly Rates.

CASS/NCOA/LACS: CASS - Coding Accuracy Support System; NCOA - National Change of Address; LACS - Locatable Address Conversion System.

Notice Package: Print and Mail per unit price is estimated. Actual prices will be provided after form is finalized prior to mailing.

Telephone Support included.

Processing & Administration: Receipt and Process Forms includes open, date stamp, label and data capture a 1-page form with up to five fields.

Project Management: Project Management fees are estimated and will be billed on actual time expended based on the rates found in the Current Standard Hourly Rates section above. The rates included in the estimate are a blended estimate of the rates listed above.

Out of Pocket Expenses: Includes post office box rental, overnight shipments, postage, labels, travel, long distance and other miscellaneous charges and expenses.

Pricing good for 90 days.



Settlement Administration Estimate
Lucero v Winsupply Inc
October 8, 2025

Prepared by:
Eric Bishop
 SVP, Client Services
 612-359-2988
 ebishop@rustconsulting.com

Administrative Task	Estimated Quantity		Per Unit	Task Amount	Total
Database Development					
Receive and Process Database	1.5	Hours @	\$ 180	\$ 270	\$ 270
Additional Efforts to Finalize Settlement Data				<i>As Incurred</i>	
Initial Mailed Notice					
CASS / NCOA / LACS Processing				\$ 200	
Translation - Spanish				\$ 750	
Print and Mail Notice Package	675	Notices @	\$ 1.50	\$ 1,013	
Postage - 1 Ounce First Class	675	Notices @	\$ 0.74	\$ 500	\$ 2,462
Follow-up to Initial Notice					
Receive Undeliverable Notices and Update Database	101	Notices @	\$ 0.35	\$ 35	
Address Trace	101	Traces @	\$ 2.75	\$ 278	
Remail Notice Package	98	Notices @	\$ 4.00	\$ 392	
Remail Postage - 1 Ounce First Class	98	Notices @	\$ 0.74	\$ 72	\$ 778
Telephone & Email Support					
Telephone Support	6	Months @	\$ 200	\$ 1,200	
Setup and Monitor Dedicated Email Account				\$ 200	
800# Charges	405	Minutes @	\$ 0.12	\$ 49	\$ 1,449
Website (Rust)					
Post Docs to Rust Website (not stand alone case site)	2	Hours @	\$ 165	Waived	
Hosting				NA	\$ -
Processing and Administration					
Receipt, Process, and Validate Forms	1	Hours @	\$ 55.00	\$ 55	\$ 55
Additional Administrative Services Requested by Client					<i>As Incurred</i>
Fund Distribution					
Print and Mail Payments	672	Payments @	\$ 3.50	\$ 2,351	
Postage - 1 Ounce First Class	672	Payments @	\$ 0.74	\$ 497	
Check Processing	672	Payments @	\$ 0.22	\$ 148	
FDIC Charges				\$ 150	
Monthly Bank Account Fee	6	Months @	\$ 100	\$ 600	\$ 3,745
Tax Reporting					
Annual Fee -Qualified Settlement Fund	1	Year @	\$ 500	\$ 500	
Individual Income Tax Reporting (W2 & 1099)	1	Year @	\$ 200	\$ 200	\$ 700
Project Management					
Senior Vice President	2	Hours @	\$ 225	<i>waived</i>	
Project Management	25	Hours @	\$ 180	\$ 4,500	
Technical Consulting	5	Hours @	\$ 185	\$ 925	\$ 5,425
Other Charges and Out-of-pocket Costs					
					\$ 250
Total Settlement Administration Estimate					\$ 15,134



Settlement Administration Estimate

Lucero v Winsupply Inc

October 8, 2025

Prepared by:
Eric Bishop
SVP, Client Services
612-359-2988
ebishop@rustconsulting.com

Terms and Conditions

All claims administration services to be provided by Rust Consulting to Customer shall be subject to the following terms and conditions:

1. **Services.** Subject to the terms hereof, Rust Consulting agrees to provide the Customer with claims administration services (hereinafter, "Claims Services") as specified in the Proposal provided to Customer to which these Terms and Conditions are attached.
2. **Term.** The terms of this agreement will remain in effect until completion of the Claims Services, unless earlier terminated in accordance with Section 10 hereof.
3. **Charges for Services.** Charges to the Customer for Claims Services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Customer to Rust Consulting. Actual fees charged by Rust Consulting to Customer may be greater or less than such estimate, and Customer shall be responsible for the payment of all such charges and expenses in accordance with Section 4 hereof. Furthermore, Customer will be responsible for payment of all state and local sales and use taxes, if any, levied upon the charges payable by the Customer hereunder. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Customer to the extent that funds are received from the taxing authorities offset these charges. Rust Consulting may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.
4. **Payment of Charges.** Payment by Customer of Rust Consulting's monthly invoices shall be due upon receipt thereof. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Customer's liability to Rust Consulting for payment of Claims Services. Claims Services are not provided on a contingency fee basis.
5. **Confidentiality.** Rust Consulting agrees to implement and maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Customer data provided to Rust Consulting by Customer in connection herewith. Should Rust Consulting ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Customer, Rust Consulting will promptly notify the Customer, unless prohibited by applicable law. The Customer shall have the option to (1) provide legal representation at the Customer's expense to avoid such access or (2) promptly reimburse Rust Consulting for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If Rust Consulting is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, Rust Consulting will not be liable for breach of said obligation.
6. **Standard Banking Procedures.** In accordance with Rust Consulting's standard banking procedures, Rust Consulting will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. When directed to invest funds in an interest bearing or investment accounts, Rust Consulting intends to invest all funds in U.S. government backed securities, unless directed by the parties in writing or the settlement agreement or distribution plan to invest in other types of securities; however, even in cases where funds are temporarily placed in interest bearing or investment accounts, funds will eventually be migrated to a demand deposit checking account prior to a fund distribution.
7. **Rights in Data.** Rust Consulting does not convey nor does the Customer obtain any right in the programs, system data, or materials utilized or provided by Rust Consulting in the ordinary course of business in the performance of this Agreement.
8. **Document Retention.** Unless directed otherwise in writing by Customer, Rust Consulting will destroy undeliverable notice mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Rust will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Rust Consulting will retain all bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
9. **Limitation of Liability; Disclaimer of Warranty.** Rust Consulting warrants that our services will be performed with reasonable care in a diligent and competent manner. Our sole obligation will be to correct any non-conformance with this warranty. Rust Consulting shall not be liable, whether under theories of contract, negligence or other tort, statutory duty or other theories of liability in an amount exceeding the total charges to the Customer for the specific work affected by the error or omission. Rust Consulting will not be liable for any incidental, special, indirect, consequential or exemplary damages of any kind; or for any lost profits, lost opportunities, business interruption or for any liability incurred by the Customer or others to any third party. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE FOR PARTICULAR PURPOSE.
10. **Termination.** The Claims Services to be provided under this Agreement may be terminated, at will by the Customer upon at least 30 calendar days' prior written notice to Rust Consulting. The Customer's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. Rust Consulting may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Customer is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Customer.
11. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of Rust Consulting or the Customer, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.
12. **Force Majeure.** To the extent performance by Rust Consulting of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond Rust Consulting's reasonable control, then such performance shall be excused and this Agreement, at Rust Consulting's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
13. **Nonwaiver of Rights.** No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.
14. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in the Court.
15. **Survival.** All accrued payment obligations hereunder, any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 7 (Rights in Data); Section 5 (Confidentiality); Section 9 (Limitation of Liability; Disclaimer of Warranty); and Section 14 (Jurisdiction).
16. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT 3

EXHIBIT 4

D.LAW, INC.

Emil Davtyan (SBN 299363)

Emil@d.law

David Yeremian (SBN 226337)

d.yeremian@d.law

Gregg Lander (SBN 194018)

g.lander@d.law

Vanessa M. Ruggles (SBN 254031)

v.ruggles@d.law

Enoch J. Kim (SBN 261146)

e.kim@d.law

Marta Manus (SBN 260132)

m.manus@d.law

450 N Brand Blvd., Suite 840

Glendale, CA 91203

Telephone: (818) 962-6465

Fax: (818) 962-6469

Attorneys for Plaintiffs CHRISTIAN C. LUCERO,
KIRK P. MORRISSEY, and MARCUS AARON PIMENTEL,
on behalf of themselves and all others similarly situated

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

CHRISTIAN C. LUCERO, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

INLAND EMPIRE WINDUSTRIAL CO., a
Delaware corporation; WINSUPPLY INC., a
Delaware corporation; and Does 1 to 10,
inclusive,

Defendants.

CLASS ACTION

Case No. CIVSB2401765

Honorable Charlie L. Hill, Jr.
Department S30

**DECLARATION OF JARRETT
GORLICK IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
THE CLASS ACTION SETTLEMENT**

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

1. I am over the age of 18 and am not a party to this action. All the facts set forth in this declaration are within my personal knowledge, true and correct, and, if called upon to testify, I could and would competently and truthfully testify to the following:

3. I obtained a Bachelor of Arts degree in Economics and Psychology from the University of California, Santa Barbara in 2013. I received the Outstanding Scholastic Achievement in Economics award for graduating with the highest GPA in the department, graduated with High Honors, and completed the College of Letters and Sciences Honors Program. I hold the Certified Financial Planner designation, which required coursework in financial and data analysis, as well as accounting.

1. *Rodriguez v. Dynamic Auto Images*, Orange County Superior Court Case No. 30-2019-01092692-CU-OE-CXC, Deposition 9/26/2022
2. *Cruz v. Talent Scale*, Riverside County Superior Court Case No. RIC1821842, Deposition 5/26/2022
3. *Liggins v. GMRI*, Los Angeles Superior Court Case No. BC717321, Deposition 3/31/2022
4. *Ortega v. Carson Wild Wings*, Los Angeles Superior Court Case No. BC677389, Deposition 1/6/2022
5. *Cruz v. Dignity Health*, Sacramento County Superior Court Case No. 34-2018-

- 00245506, Deposition 11/23/2021
6. *Larson v. Mark Twain Medical Center*, Calaveras County Superior Court Case No. 19CV44062, Deposition 11/18/2021
7. *Powell v. St Joseph's Medical Center*, San Joaquin County Superior Court Case No. STK-CV-UOE-2019-00111555, Deposition 11/4/2021
8. *Johnson v. Bakersfield*, Kern Superior Case No. BCV-19-102016, Deposition 10/25/2021
9. *Dawson v. GoHealth*, San Francisco Superior Case No. CGC-19-577790, Deposition 10/21/2021
10. *Torrez v. Del Taco*, Alameda Superior Court Judicial Counsel Coordination Proceeding No. 4904, Deposition 10/5/2021
11. *Ortega v. Carson Wild Wings*, Los Angeles Superior Case No. BC677389, Deposition 9/9/2021
12. *Haaverson v. Tavistock Freebirds*, Alameda Superior Court Case No. RG19030716, Trial 8/19/2021
13. *Escamilla v. Ono Hawaiian BBQ*, Los Angeles Superior Court Case No. BC651992, Deposition 8/16/2021
14. *Nash v. Horizon Freight Services*, Northern District Court Case No. 3:19-cv-01883-VC, Deposition 8/11/2021
15. *Harris v. Villa Del Rio*, Los Angeles Superior Court Case No. 19STCV28198, Deposition 6/18/2021
16. *Morgan v. Rohr*, Southern District Court Case No. 3:20-CV-00574-GPC-AHG, Deposition 5/24/2021
17. *Fortson v. COMPASS*, Alameda Superior Court Case No. RG16818319, Trial 5/17/2021
18. *Anderson v. Safe Streets*, Eastern District Case No. 2:18-CV-00323-KJM-GGH, Deposition 5/13/2021
19. *Christensen v. Carter's Retail*, Central District of California Case No. 8:20-cv-00776 JLS (KESx), Deposition 4/15/2021
20. *Fortson v. COMPASS*, Alameda Superior Court Case No. RG16818319, Deposition 3/26/2021

- 1 21. *Torrez v. Del Taco*, Alameda Superior Court Judicial Counsel Coordination
2 Proceeding No. 4904, Deposition 3/3/2021
- 3 22. *McCarty v. SMG*, Northern District of California Case No. 3:17-cv-06232-JD,
4 Deposition 2/4/2021
- 5 23. *Chaney v. Select Education Group*, Stanislaus Superior Court Case No. CV-19-
6 002224, Arbitration 12/4/2020
- 7 24. *Chaney v. Select Education Group*, Stanislaus Superior Court Case No. CV-19-
8 002224, Deposition 11/24/2020
- 9 25. *Zarate v. La Pizza Loca*, Los Angeles Superior Court Case No. BC642655,
10 Deposition 10/2/2020
- 11 26. *Cassiano Falero v. Southern California Pizza*, Orange County Superior Court
12 Judicial Counsel Coordination Proceeding No. 4725, Deposition 9/17/2020
- 13 27. *Hernandez v. Terminix International*, AAA Case No. 01-18-0000-4288,
14 Arbitration 9/8/2020
- 15 28. *Hernandez v. Terminix International*, AAA Case No. 01-18-0000-4288,
16 Deposition 8/12/2020
- 17 29. *Martinez v. AA Meat Products*, Los Angeles Superior Court Case No. BC650944,
18 Deposition 6/25/2020
- 19 30. *Shi v. J. Filippi Vintage Company*, San Bernardino Superior Court Case No.
20 CIVDS1806156, Trial 3/9/2020
- 21 31. *Rosales v. Staples Contract and Commercial*, Los Angeles Superior Court
22 Judicial Counsel Coordination Proceeding No. 4854, Deposition 2/4/2020
- 23 32. *Anderson v. Safe Streets*, AAA Case No. 01-18-0004-3136, Arbitration
24 11/19/2019
- 25 33. *Anderson v. Safe Streets*, AAA Case No. 01-18-0004-3136, Deposition
26 10/30/2019
- 27 34. *Kelly v. High Desert Support Services*, San Bernardino Superior Court Case No.
28 CIVDS1616463, Trial 10/1/2019
35. *Kelly v. High Desert Support Services*, San Bernardino Superior Court Case No.
CIVDS1616463, Deposition 9/9/2019

1 36. *Reed & Moore v. Aramark Uniform Services*, Alameda Superior Court Case No.
2 RG168322314, Deposition 8/9/2019

3 37. *Gamboa v. Nelson Miller*, Los Angeles Superior Court Case No. BC658201,
4 Deposition 4/2/2019

5 38. *Leyva v. SCPMG*, Los Angeles Superior Court Case No. BC621718, Deposition
6 7/26/2018

7 39. *Emard et al. v. Twin Cities Community Hospital*, AAA Case No. 01-17-0000-
8 1313, Arbitration 7/19/2018

9 40. *McConville v. Renzenberger*, Central District of California Western Division Case
10 No. 17-cv-02972-FMO-JC, Deposition 2/1/2018

11 41. *Galeano v. Royal Laundry*, San Mateo Superior Court Case No. CIV534888,
12 Deposition 10/12/2017

13 5. I was retained by Counsel for Plaintiff in the matter *Christian Lucero v. Inland*
14 *Empire Windustrial Co.*, San Bernardino County Superior Court Case No. CIVSB2401765, to
15 assist in evaluating the alleged wage and hour claims based upon putative class member data in
16 preparation for a mediation that occurred in May 2025.

17 ***Sample Size and Extrapolation***

18 6. Based on information from Counsel for Plaintiff and the data provided to me, I
19 understand that complete data was provided for the putative class of approximately 661
20 individuals (at the time of the data production). I also understand that the putative class size
21 could have increased to around 675 individuals by the end of the putative class period. Receiving
22 and analyzing complete data for all individuals as of a particular date, as was done in this matter,
23 is typical in my experience considering the size of the total population.

24 7. When we consider the potential complete population of putative class members,
25 we were provided with data for approximately 97.9% of employees. The margin of error of a
26 sample this large based on a 95% confidence level is approximately 0.6%, which is significantly
27 lower than the 5% typically sought after in sampling. In addition, the margin of error of a sample
28 this large based on a 99% confidence level is only 0.7%, which again is lower than the typical
5% sought after, though there is no predetermined sample size or margin of error that

1 unequivocally determines validity. As stated by professor and statistician David Freedman
2 regarding sample size: “There is no definitive statistical answer to this familiar question. Bigger
3 samples have less sampling error. On the other hand, smaller samples may be easier to manage,
4 and have less non-sampling error. Bigger samples are more expensive than smaller ones:
5 generally, resource constraints will determine the sample size.”¹

6 8. I may be asked to develop additional analyses, observations, and queries in
7 connection with any data Counsel for Plaintiff provide after the date this declaration is signed. At
8 that time, if appropriate, I will prepare a supplement to this declaration.

9 I declare under penalty of perjury under the laws of the State of California that the
10 foregoing is true and correct this 4th day of December 2025 at Los Angeles, California.

11 

12 _____
13 Jarrett Gorlick
14
15
16
17
18
19
20
21
22
23
24
25

26 ¹ D.A. Freedman. “Sampling” In the *Encyclopedia of Social Science Research Methods*. Sage
27 Publications (2004) Vol. 3 pp. 986-990, M. Lewis-Beck, A. Bryman, and T.F. Liao, eds.

EXHIBIT 1



Professional Experience

Berger Consulting Group

2016-PRESENT

Partner

- Create quantitative models and conduct quantitative analyses to assist attorneys prepare for various stages of litigation on more than 3,000 wage and hour lawsuits since 2016
- Analyze data from various industries including retail, healthcare, logistics, finance, hospitality, technology, and manufacturing for both single plaintiff cases and classes with more than 40,000 employees
- Perform data conversion using multiple commercial Optical Character Recognition (OCR) software to transform small to large volumes of documents and image files into Excel or other data formats like Microsoft Access databases
- Recognize patterns within data and automate calculations in order to objectively extract results from datasets
- Produce detailed reports, write case analysis summaries explaining results, and provide expert testimony of my findings

LPL Financial

2013-2017

Operations Manager

- Analyzed revenue data and created models to segment client base by revenue, Asset Under Management (AUM), and growth potential, facilitating annual AUM growth
- Developed the processes of repeatable, systematic investment research, securities trading, cash and client account management
- Implemented robust financial software, advancing data analysis and enhancing client recommendations via comprehensive financial plans

UCSB Extension

2016-2018

Instructor of Investment Analysis and Strategic Business Development

- Designed course curricula and materials to facilitate business development and corporate finance education commensurate with the University of California
- Utilized group projects, exams, and both academic and professional experience-based learning to ensure students with varying levels of professional and academic experience attained valuable skills and knowledge

Professional Credentials

- CERTIFIED FINANCIAL PLANNER™

Education

UCSB

2013

Bachelor of Arts (Honors Program; Double Major; Cumulative GPA: 3.83)

- *Economics (Major GPA: 3.95), Psychology (Major GPA: 3.69)*
- *Honors: Outstanding Scholastic Achievement in Economics for highest GPA in department, High Honors in College of Letters and Sciences, Dean's Honors List (8 quarters), United States Bowling Congress Scholarship*

Additional

- *Computer Skills:* Excel/VBA/Pivot, Python/R, STATA/SPSS, SQL, Access, Omnipage PDF Converter, ABBYY FineReader, Adobe Acrobat Pro
- *Volunteer Work:* Support Partners In Education, Santa Barbara Community Environmental Council, Casa Esperanza homeless shelter, UCSB Alumni Association, various UCSB Research Colloquia

Testimony

Berger Consulting Group

1. Rodriguez v Dynamic Auto Images, Orange County Superior Court Case No. 30-2019-01092692-CU-OE-CXC, Deposition 9/26/2022
2. Cruz v Talent Scale, Riverside County Superior Court Case No. RIC1821842, Deposition 5/26/2022
3. Liggins v GMRI, Los Angeles County Superior Court Case No. BC717321, Deposition 3/31/2022
4. Ortega v Carson Wild Wings, Los Angeles County Superior Court Case No. BC677389, Deposition 1/6/2022
5. Cruz v Dignity Health, Sacramento County Superior Court Case No. 34-2018-00245506, Deposition 11/23/2021
6. Larson v Mark Twain Medical Center, Calaveras County Superior Court Case No. 19CV44062, Deposition 11/18/2021
7. Powell v St Joseph's Medical Center, San Joaquin County Superior Court Case No. STK-CV-UOE-2019-00111555, Deposition 11/4/2021
8. Johnson v Bakersfield Memorial Hospital, Kern County Superior Court Case No. BCV-19-102016, Deposition 10/25/2021
9. Dawson v GoHealth, San Francisco County Superior Court Case No. CGC-19-577790, Deposition 10/21/2021
10. Torrez v Del Taco, Alameda County Superior Court Judicial Counsel Coordination Proceeding No. 4904, Deposition 10/5/2021
11. Ortega v Carson Wild Wings, Los Angeles County Superior Court Case No. BC677389, Deposition 9/9/2021
12. Haaverson v Tavistock Freebirds, Alameda County Superior Court Case No. RG19030716, Trial 8/19/2021
13. Escamilla v Ono Hawaiian BBQ, Los Angeles County Superior Court Case No. BC651992, Deposition 8/16/2021
14. Nash v Horizon Freight Systems, United States Northern District of California Case No. 3:19-cv-01883-VC, Deposition 8/11/2021
15. Harris v Villa Del Rio, Los Angeles County Superior Court Case No. 19STCV28198, Deposition 6/18/2021
16. Morgan v Rohr, United States Southern District of California Case No. 3:20-CV-00574-GPC-AHG, Deposition 5/24/2021
17. Fortson v Care Options Management Plans and Support Services, Alameda County Superior Court Case No. RG16818319, Trial 5/17/2021
18. Anderson v Safe Streets, United States Eastern District of California Case No. 2:18-CV-00323-KJM-GGH, Deposition 5/13/2021
19. Christensen v Carter's Retail, United States Central District of California Case No. 8:20-cv-00776 JLS (KESx), Deposition 4/15/2021
20. Fortson v Care Options Management Plans and Support Services, Alameda County Superior Court Case No. RG16818319, Deposition 3/26/2021
21. Torrez v Del Taco, Alameda County Superior Court Judicial Counsel Coordination Proceeding No. 4904, Deposition 3/3/2021
22. McCarty v SMG, United States Northern District of California Case No. 3:17-cv-06232-JD, Deposition 2/4/2021
23. Chaney v Select Education Group, Stanislaus County Superior Court Case No. CV-19-002224, Arbitration 12/4/2020
24. Chaney v Select Education Group, Stanislaus County Superior Court Case No. CV-19-002224, Deposition 11/24/2020
25. Zarate v La Pizza Loca, Los Angeles County Superior Court Case No. BC642655, Deposition 10/2/2020
26. Southern California Pizza Wage and Hour Cases, Orange County Superior Court Judicial Counsel Coordination Proceeding No. 4725, Deposition 9/17/2020
27. Hernandez v Terminix International, AAA Case No. 01-18-0000-4288, Arbitration 9/8/2020
28. Hernandez v Terminix International, AAA Case No. 01-18-0000-4288, Deposition 8/12/2020
29. Martinez v AA Meat Products, Los Angeles County Superior Court Case No. BC650944, Deposition 6/25/2020
30. Shi v J Filippi Vintage Company, San Bernardino County Superior Court Case No. CIVDS1806156, Trial 3/9/2020
31. Rosales v Staples Contract and Commercial, Los Angeles County Superior Court Judicial Counsel Coordination Proceeding No. 4854, Deposition 2/4/2020
32. Anderson v Safe Streets, AAA Case No. 01-18-0004-3136, Arbitration, 11/19/2019
33. Anderson v Safe Streets, AAA Case No. 01-18-0004-3136, Deposition 10/30/2019

34. Kelly v High Desert Support Services, San Bernardino County Superior Court Case No. CIVDS1616463, Trial 10/1/2019
35. Kelly v High Desert Support Services, San Bernardino County Superior Court Case No. CIVDS1616463, Deposition 9/9/2019
36. Reed & Moore v Aramark Uniform Services, Alameda County Superior Court Case No. RG16832314, Deposition 8/9/2019
37. Gamboa v Nelson Miller, Los Angeles County Superior Court Case No. BC658201, Deposition 4/2/2019
38. Leyva v SCPMG, Los Angeles County Superior Court Case No. BC621718, Deposition 7/26/2018
39. Emard v Twin Cities Community Hospital, AAA Case No. 01-17-0000-1313, Arbitration 7/19/2018
40. McConville v Renzenberger, United States Central District of California Case No. 17-cv-02972-FMO-JC, Deposition 2/1/2018
41. Galeano v Royal Laundry, San Mateo County Superior Court Case No. CIV534888, Deposition 10/12/2017