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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

AUG 26 2026

BY Melissa White
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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

Assigned for All Purposes To:

Hon. Charlie L. Hill, Jr.

Dept.: S30

**[PROPOSED] FINAL ORDER AND
JUDGMENT GRANTING FINAL APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT AND REQUEST FOR
ATTORNEYS' FEES, COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENT
AWARDS**

Date: August 26, 2026

Time: 8:30 a.m.

Dept.: S30

Complaint filed: March 5, 2024

First Amended Complaint filed: June 17, 2024

Trial Date: Not set

1 **[PROPOSED] FINAL ORDER GRANTING FINAL APPROVAL**

2 The Parties reached a Settlement subject to Court approval as represented in the Class
3 Action and PAGA Settlement Agreement (“Settlement Agreement”), attached as Exhibit 1 to the
4 Declaration of Marta Manus in Support of Plaintiff’s Motion for Preliminary Approval of Class
5 Action and Representative Settlement (“Motion”), filed with this Court on December 18, 2025.

6 On August 26, 2026, this Court conducted a Final Settlement Fairness Hearing under
7 Rule 3.769 of the California Rules of Court and this Court’s February 2, 2026, Order Granting
8 Plaintiffs’ Motion for Preliminary Approval of Class and Representative Settlement (the
9 “Preliminary Approval Order”).

10 Due and adequate notice having been given to the Settlement Class as required in said
11 Preliminary Approval Order, and the Court having considered all papers filed and proceedings
12 had herein and otherwise been fully informed in the matter, and good cause appearing therefor,
13 hereby orders:

14 1. For the reasons set forth in the Preliminary Approval Order, which are adopted
15 and incorporated herein by reference, this Court finds that the applicable requirements of the
16 California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court
17 have been satisfied with respect to the Settlement Class and the proposed Settlement. The Court
18 hereby makes final its earlier provisional certification of the Settlement Class, as set forth in the
19 Preliminary Approval Order.

20 2. This Order Granting Final Approval of Class Action and Representative
21 Settlement hereby adopts and incorporates by reference the terms and conditions of the Parties’
22 Settlement Agreement, together with the definitions of terms used and contained therein.

23 3. The Court finds that it has jurisdiction over the subject matter of the Class Action
24 and over all Parties to the Class Action, including all members of the Settlement Class.

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

28 5. PAGA Member means all current and former hourly-paid, non-exempt employees

1 of Defendant who were employed in the State of California at any time during the PAGA Period
2 (i.e., the period from March 5, 2023, through August 25, 2025).

3 6. The Class Notice given to the Class Members fully and accurately informed the
4 Class Members of all material elements of the proposed Settlement and of their opportunity to
5 object to or comment thereon and was the best notice practicable under the circumstances; was
6 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
7 State of California, the United States Constitution, due process, and other applicable law. The
8 Class Notice fairly and adequately described the Settlement and provided Class Members
9 adequate instructions and a variety of means to obtain additional information; provided Class
10 Members with a full opportunity and the means to seek exclusion; and described to Class
11 Members the consequences of remaining in the Settlement as opposed to seeking exclusion. A
12 full opportunity has been afforded to the Class Members to participate in the Final Approval
13 Hearing, and all Class Members and other persons wishing to be heard have been heard.
14 Accordingly, the Court determines that all Class Members are bound by this Order and
15 Judgment.

16 7. There are zero (0) objections and zero (0) requests for exclusion to the class
17 portion of the Settlement.

18 8. The Court has considered all relevant factors for determining the fairness of the
19 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
20 particular, the Court finds that the Settlement was reached following meaningful discovery and
21 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
22 adversarial, and arm's-length negotiations between the Parties; and that the terms of the
23 Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has
24 considered all evidence presented, including evidence regarding the strength of the Plaintiff's
25 case; the risk, expense, and complexity of the claims presented; the likely duration of further
26 litigation and appeal; the amount offered in Settlement; the extent of investigation and discovery
27 completed; and the experience and views of Class Counsel. Accordingly, the Court hereby
28 approves the settlement as set forth in the Settlement Agreement and expressly finds that said

Settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the entire Settlement Class and hereby directs implementation of all remaining terms, conditions, and provisions of the Settlement Agreement.

9. The Court hereby approves the Gross Settlement Amount of \$1,155,000.00.

10. The Court hereby approves the Net Settlement Amount of \$658,776.35.

11. The Court hereby approves attorneys' fees to Class Counsel in the amount of \$385,000.00 as compensation for all attorney time spent on this matter from inception through and including the final Settlement Fairness Hearing.

12. The Court hereby approves reimbursement of litigation costs of \$24,339.65 to Class Counsel.

13. The Court hereby approves the payment of costs to the Administrator, Rust Consulting, Inc., in the amount of \$19,384.00.

14. The Court hereby approves Class Representative Enhancement Awards in the amount of \$12,500.00 to each Plaintiff (total \$37,500) in consideration and exchange for their contribution to the Settlement Class. The Court finds these amount requests are fair and reasonable.

15. The Court hereby approves the allocation of \$30,000.00 to the settlement of the PAGA claims, of which \$22,500.00 shall be payable to the Labor Workforce Development Agency ("LWDA") and \$7,500.00 shall be payable to the PAGA Member.

16. No other costs or fees relief shall be awarded, either against Defendant or any other of the Released Parties, as defined in the Settlement Agreement.

17. The Administrator shall mail all Participating Class Members their settlement checks enclosed in an envelope bearing the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

18. Participating Class Members shall have up to 180 days from the date of mailing to negotiate their settlement distribution check.

19. If (i) any of the Participating Class Members are current employees of the Defendants, (ii) the settlement distribution checks mailed to those Participating Class Members

1 is returned to the Administrator as being undeliverable, and (iii) the Administrator is unable to
2 locate a valid mailing address, the Administrator shall arrange with the Defendants to have those
3 settlement distribution checks delivered to the Participating Class Members at their place of
4 employment.

5 20. Upon entry of Judgment by the Court in accordance with the Settlement
6 Agreement:

7 a. All Participating Class Members, on behalf of themselves and their respective
8 former and present representatives, agents, attorneys, heirs, administrators, successors, and
9 assigns, release the Released Parties from all claims that were alleged, or reasonably could have
10 been alleged, based on the facts stated in the Operative Complaint ("Released Class Claims").

11 The Released Class Claims apply to claims arising during the Settlement Period.

12 b. All PAGA Members, including Non-Participating Class Members who are PAGA
13 Members, are deemed to release, on behalf of themselves and their respective former and present
14 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
15 Parties from all claims for civil penalties, attorneys' fees, and costs under PAGA that were
16 alleged, or reasonably could have been alleged, based on the facts and claims stated in the PAGA
17 Notice ("Released PAGA Claims"). The Released PAGA Claims apply to claims arising during
18 the PAGA Period.

19 21. The Court further confirms and finds that nothing contained in the Settlement
20 Agreement, the Preliminary Approval Order, this Final Approval Order and Judgment, or any
21 other Order entered in this action shall in any way or manner constitute an admission that any of
22 the allegations against Defendants and all of Defendants' past, present and/or future, direct
23 and/or indirect, stockholders, shareholders, members, directors, managers, officers, employees,
24 agents, representatives, attorneys, insurers, reinsurers, partners, investors, lenders,
25 administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors,
26 assigns, and joint venturers, and related companies (and specifically including the following
27 "Identified but Unnamed Defendants": Winsupply Van Nuys CA Co., Winsupply Vista CA Co.,
28 Orange County Windustrial Co, Winsupply Desert Cities CA Co., Winsupply Bakersfield CA

1 Co., Winsupply Paso Robles CA Co., Riverside Winnelson Co., Winsupply El Cajon CA Co.,
2 Winsupply San Diego CA Co., Temecula Winnelson Co., Ontario Winnelson Co., Winsupply
3 Hesperia CA Co., Winsupply Hawthorne CA Co., Santa Fe Springs Winwater Works Co.,
4 Winsupply Pomona CA Co., Santa Clara Windustrial Co., Winsupply S San Diego CA Co.,
5 Winsupply Monterey County CA Co., Winsupply of Silicon Valley Co., Stockton Windustrial
6 Co., Winsupply Sacramento CA Co., Rocklin Windustrial Co., Woodland Windustrial Co.,
7 Modesto Windustrial Co., Winsupply Fresno County CA Co., Pittsburg Winsupply Co.,
8 Winsupply Los Angeles CA Co., Escondido Winsupply Co., Wyatt Irrigation Co. (including
9 Napa Branch, Ukiah Branch, Petaluma Branch and Santa Rosa Branch) to any of the claims and
10 causes of action asserted by the Class Members or Aggrieved Employees, or any member or
11 employee thereof, and shall not be offered in evidence in any action or proceeding against
12 Defendants, or any other Released Parties in any court, administrative agency, or other tribunal
13 for any purpose whatsoever, other than to the extent necessary to enforce the provisions of the
14 Settlement Agreement or this Order. This paragraph shall not, however, diminish or otherwise
15 affect the obligation, responsibilities, or duties of Defendants under the Settlement Agreement
16 and this Final Order and Judgment.

17 22. Neither Defendant nor any related persons or entities shall have any further
18 liability for costs, expenses, interest, attorney 's fees, or for any other charge, expense, or
19 liability, except as provided in the Settlement Agreement.

20 23. By operation of the entry of this Order, as of the Effective Date, the parties are
21 ordered to perform their respective duties and obligations under the Settlement Agreement.

22 24. The date for the Compliance Hearing is 4/27/2027, at 8:30 a.m./p.m.
23 The deadline for the filing of the Administrator declaration regarding settlement distribution
24 4/13/2027.

25 **JUDGMENT**

26 In accordance with, and for the reasons stated in the Final Approval Order, judgment
27 shall be entered whereby Plaintiffs Christian C. Lucero, Kirk P. Morrissey, and Marcus Aaron
28 Pimentel, and all Participating Class Members shall take nothing from Defendant, except as

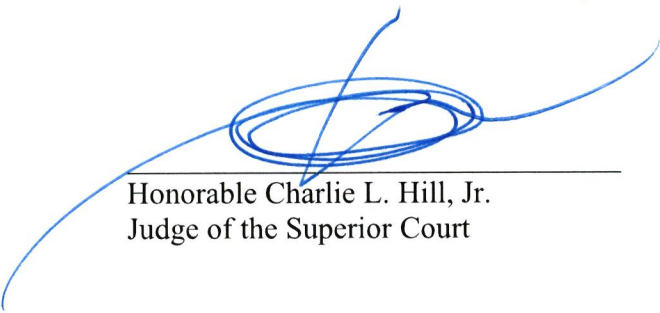
1 expressly set forth in the Settlement Agreement.

2 Under California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the
3 California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this
4 action, the Plaintiffs Christian C. Lucero, Kirk P. Morrissey, and Marcus Aaron Pimentel, Class
5 Members, and Defendants, for the purposes of:

- 6 (a) supervising the implementation, enforcement, construction, and interpretation of
7 the Settlement Agreement, the Preliminary Approval Order, the plan of allocation,
8 the Final Approval Order, and the Judgment; and
9 (b) supervising distribution of amounts paid under this Settlement.

10 **IT IS SO ORDERED.**

11
12 Dated: 8/26/26



Honorable Charlie L. Hill, Jr.
Judge of the Superior Court