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Attorneys for Plaintiff TIMOTHY COX
And the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

TIMOTHY COX, individually and on behalf of all current and former similarly situated aggrieved employees in the State of California,	)	CASE NO.: 30-2024-01392739-CU-OE-CXC
	)	
	)	
Plaintiffs,	)	ASSIGNED FOR ALL PURPOSES TO:
	)	HON. LAYNE H. MELZER
	)	
v.	)	DECLARATION OF NATALIE
	)	MIRZAYAN IN SUPPORT OF
	)	PLAINTIFF'S MOTION FOR
	)	APPROVAL OF THE PROPOSED PAGA
GARVEY WHOLESALE BEVERAGE, INC.;	)	REPRESENTATIVE ACTION
SAN GABRIEL BEVERAGE GROUP; SCOTT	)	SETTLEMENT
BOGARDUS, an individual; NICHOLAS	)	
CAPRICCIO, an individual; PHILLIP	)	COURT RESERVATION NO.: 74905764
CAPRICCIO, an individual; and DOES 1 to 50,	)	DATE: OCTOBER 15, 2026
inclusive,	)	TIME: 2:00 P.M.
	)	DEPT.: CX-102
Defendants.	)	JUDGE: HON. LAYNE H. MELZER
	)	
	)	Case Filed: April 10, 2024

DECLARATION OF NATALIE MIRZAYAN

I, Natalie Mirzayan, declare as follows:

1. I am an attorney at law, duly authorized to practice law before all of the courts of the State of California and before this honorable Court. I am the counsel of record for Plaintiff Timothy Cox (“Plaintiff”) in this case. I am familiar with the files, pleadings, and facts in this case and could and would competently testify to the following facts on the basis of my personal knowledge. I submit this declaration in support of Plaintiff’s Motion for Approval of the Proposed PAGA Representative Action Settlement.

2. I obtained my B.A. in Economics with honors (*Cum Laude*) from the University of California Los Angeles (“UCLA”), and my Juris Doctorate from California Western School of law in San Diego, California. Thereafter, I obtained my LLM. in Taxation from Chapman University School of Law in Orange, California. I have been admitted to the State Bars of California, New York, and New Jersey since 2010. Geographically, I practice in all areas in the State of California including, but not limited to, Los Angeles, Orange, and San Diego County. I specialize in civil litigation focusing on labor and employment law. Specifically, my firm represents employees in class and representative action involving disputes arising under the California Labor Code.

3. The Settlement Agreement is attached hereto as **Exhibit “1”**.

4. The Settlement Administrator’s quote is attached hereto as **Exhibit “2”**.

5. On April 10, 2024, Plaintiff served the Labor and Workforce Development Agency (“LWDA”) with a PAGA Notice, LWDA Case No. LWDA-CM-1021587-24 of the alleged labor code violations.

6. On April 10, 2024, Plaintiff filed the Action in the Superior Court of the State of California, County of Orange, Case No. 30-2024-01392739-CU-OE-CXC. The Action includes a representative cause of action for civil penalties under PAGA, in addition to Plaintiff’s individual claims.

7. Only the PAGA cause of action is being resolved by this PAGA Settlement Agreement presented to the Court. The Parties executed a Confidential Individual Settlement Agreement (“Individual Settlement”) to settle all of Plaintiff’s actual or potential *individual claims* arising out

1 of his employment with Defendants that are not covered by the PAGA Settlement. Payment of
2 Plaintiff's Individual Settlement is due at the same time as the PAGA Settlement. The Individual
3 Settlement specifically states that the release provided by the Plaintiff to the Defendants as to his
4 individual claims does not affect Plaintiff's standing as a PAGA Representative and does not release
5 any individual or representative PAGA claims other than specifically specified in the PAGA
6 Settlement Agreement.

7 8. In the Litigation, Plaintiff PAGA claims allege, *inter alia*, that Defendants owe civil penalties
8 because of Defendants improperly classified the Plaintiff and the Aggrieved Employees as "exempt"
9 and improperly paid them on salary basis, failed to pay them for all hours worked including overtime,
10 failed to pay commissions and provide signed commission agreements in writing, failed to pay using
11 proper instrument at the place of discharge, failed to provide meal and rest periods or compensation
12 in lieu thereof, failed to pay wages upon termination of employment, failed to indemnify employees
13 for expenditures incurred in discharge of their duties, and failed to provide accurate wage statements.

14 9. Additionally, Plaintiff *individually* alleges that he was constructively discharged from his
15 employment, retaliated against for whistleblowing in violation of Labor Code 1102.5, 96k, and 98.6,
16 and that Defendants improperly engaged in false advertising the pay scale for the position to which
17 Plaintiff applied in the job posting in violation of Cal. Labor Code § 432.3(C)(3).

18 10. Defendant denies each of the allegations asserted in the Litigation, has repeatedly asserted
19 and continues to assert defenses to Plaintiff's claims and contentions, expressly denies that it engaged
20 in any wrongdoing or has any liability arising out of any of the facts or conduct alleged in the
21 Litigation.

22 11. The Parties engaged in *formal and informal discovery* which yielded information and
23 documentation concerning the claims set forth in the Litigation, such as obtaining Plaintiff's
24 complete personnel file, wage statements, time records, all relevant wage and hour policies during
25 the liability period, and an exchange of data regarding the aggrieved employee population.
26 Defendants also produced employee handbooks, policies, and procedures. Counsel for the Parties
27 engaged in extensive discussions about the strengths and weaknesses of the claims and defenses.

1 12. On November 14, 2025, the Parties participated in an all-day mediation presided over by Mark
2 Lemke, Esq., an experienced mediator of wage and hour class and representative actions. The matter
3 did not resolve during mediation; rather, it resolved following the Parties' attendance at mediation
4 based on extensive, arms-length negotiation between counsel for the Parties and the involvement of
5 the mediator. A process that took several weeks.

6 13. Based on Plaintiff's investigation and discovery conducted, and taking into account the
7 liability defenses that Defendants raised, the expense and time necessary to pursue the Litigation
8 through trial, the risks and costs of further prosecution of the action, the uncertainties and developing
9 case authority on PAGA litigation, and the benefits that will ensure to the LWDA and the PAGA
10 Members, Plaintiff and the PAGA Counsel believe that a settlement on the terms set forth herein is
11 fair, reasonable, adequate, and in the best interests of the PAGA Members and the LWDA.

12 **Unpaid Overtime Claims.**

13 14. Based on the records provided by Defendants, Plaintiff's calculated the PAGA penalties to
14 be approximately \$44,400 based on initial violation rate. Based on the risks posed by these defenses,
15 the realistic value of that claim is estimated by Plaintiff's counsel to be approximately \$4,440.00
16 (discounted by 90%) for the purpose of obtaining a settlement.

17 **Failure to Provide Meal Periods.**

18 15. Based on the records provided by Defendants, the PAGA penalties is calculated to be
19 approximately \$44,400 based on initial violation rate. Based on the risks posed by these defenses,
20 the realistic value of that claim is estimated by Plaintiff's counsel to be approximately \$888.00 (98%
21 discount) for the purpose of obtaining a settlement.

22 **Failure to Provide Rest Periods.**

23 16. Based on the records provided by Defendants, the PAGA penalties are calculated to be
24 approximately \$44,400 based on initial violation rate. Based on the risks posed by these defenses,
25 the realistic value of that claim is estimated by Plaintiff's counsel to be approximately \$888.00 (98%
26 discount) for the purpose of obtaining a settlement.

27 ///

1 **Failure to Provide Lawfully Compliant Wage Statements.**

2 17. Based on the records provided by Defendants, the PAGA penalties are calculated to be
3 approximately \$44,400 at the initial violation rate. Based on the risks posed by these defenses, the
4 realistic value of that claim is estimated by Plaintiff's counsel to be approximately \$4,400.00 (90%
5 discount) for the purpose of obtaining a settlement.

6 **Failure to Indemnify Necessary Business Expenses.**

7 18. Based on the records provided by Defendants, the PAGA penalties are calculated to be
8 approximately \$44,400.00 based on initial violation rate. Based on the risks posed by these defenses,
9 the realistic value of that claim is estimated by Plaintiff's counsel to be approximately \$4,400.00
10 (90% discount) for the purpose of obtaining a settlement.

11 **Failure to Pay Using Proper Instrument in Violation of Labor Code §§ 212, 215.**

12 19. Based on Defendants' payroll records, the maximum potential PAGA penalties based on
13 initial violation rate is approximately \$44,400. However, given the substantial litigation risks
14 associated with this claim—including Defendants' contention that their payroll practices complied
15 with Labor Code section 212, the factual and legal disputes regarding whether any payment
16 instrument violated the statute, and the uncertainty of establishing liability and recovering
17 penalties—Plaintiff's counsel has discounted the settlement value of this claim by approximately
18 90%. Accordingly, for purposes of settlement, the estimated value assigned to this claim is \$4,400.00.
19 This substantial discount reflects the parties' recognition of the genuine legal and factual disputes,
20 the risks and expense of continued litigation, the uncertainty of obtaining a more favorable outcome
21 at trial, and the benefits of securing an immediate and certain recovery through settlement.

22 **Failure to Pay Commissions and Provide Signed Commission Agreements In Writing.**

23 20. Based on Defendants' payroll and employment records, the maximum potential PAGA
24 penalties based on initial violation rate is approximately \$44,400. However, given the substantial
25 litigation risks associated with this claim—including Defendants' contention that they complied with
26 Labor Code section 2751, the factual disputes regarding whether any commissions remained unpaid,
27 the legal disputes concerning whether the compensation at issue constituted commissions within the

1 meaning of California law, and the uncertainty of establishing liability and recovering civil
2 penalties—Plaintiff’s counsel has discounted the settlement value of this claim by approximately
3 98%. Accordingly, for purposes of settlement the estimated value assigned to this claim is \$880.00.
4 This substantial discount reflects the parties’ recognition of the genuine factual and legal disputes,
5 the significant risks and expense of continued litigation, the uncertainty of obtaining a more favorable
6 result at trial, and the benefits of securing an immediate and certain recovery through settlement.

7 **False Advertising Pay Scale For Posting In Job Posting In Violation of Labor Code**
8 **§432.3(c)(3).**

9 21. Based on Defendants’ hiring and personnel records, the maximum potential PAGA penalties
10 based on initial violation rate is approximately \$44,400. However, given the substantial litigation
11 risks associated with this claim—including Defendants’ contention that their job postings complied
12 with Labor Code section 432.3(c)(3), the factual disputes regarding the accuracy and applicability of
13 the advertised pay scales, the legal uncertainty concerning the scope of the statute and the availability
14 of PAGA penalties for the alleged violations, and the uncertainty of establishing liability and
15 recovering civil penalties—Plaintiff’s counsel has discounted the settlement value of this claim by
16 approximately 96%. Accordingly, for purposes of settlement, the estimated value assigned to this
17 claim is \$1,760.00. This substantial discount reflects the parties’ recognition of the genuine factual
18 and legal disputes, the significant risks and expense of continued litigation, the uncertainty of
19 obtaining a more favorable outcome at trial, and the benefits of securing an immediate and certain
20 recovery through settlement. The Settlement of \$25,000.00 is a fair and reasonable, risk-adjusted
21 penalty discounted by Plaintiff’s Counsel for the reasons stated above.

22 **Violation of California Labor Code §§1102.5, 96(k), and 98.6.**

23 22. Based on Defendants’ employment records, the maximum potential PAGA penalties for the
24 is approximately \$44,400 based on initial violation rate. However, given the substantial litigation
25 risks associated with this claim—including Defendants’ contention that no adverse employment
26 actions were taken for retaliatory reasons, the factual disputes regarding whether Plaintiff or any
27 Aggrieved Employee engaged in protected activity, the challenges of establishing the requisite causal

1 connection between any protected activity and an adverse employment action, and the uncertainty of
2 establishing liability and recovering civil penalties under Labor Code sections 1102.5, 96(k), and
3 98.6—Plaintiff’s counsel has discounted the settlement value of this claim by approximately 93%.
4 Accordingly, for purposes of settlement, the estimated value assigned to this claim is \$3,080.00. This
5 substantial discount reflects the parties’ recognition of the genuine factual and legal disputes, the
6 significant risks and expense of continued litigation, the uncertainty of obtaining a more favorable
7 outcome at trial, and the benefits of securing an immediate and certain recovery through settlement.

8 **Waiting Time Penalties.**

9 23. Based on the records provided by Defendants, penalties are assessed at \$300.00.

10 24. The Settlement of \$25,000.00 is a fair and reasonable, risk-adjusted penalty discounted by
11 Plaintiff’s Counsel for the reasons stated above and taking into account the extremely small size of
12 the Aggrieved Employees.

13 25. Moreover, the amount to be designated as PAGA Penalties is approximately (\$3,962.43),
14 which will be distributed as 75% (\$2,971.82) to the LWDA and 25% (\$990.61) to the Aggrieved
15 Employees.

16 26. The Aggrieved Employees group consists of approximately three (3) “exempt” employees
17 who are or were employed by Defendants during the PAGA Period. As a result, each Aggrieved
18 Employee will receive an estimated average amount of **\$330.20**. The amount to Aggrieved
19 Employees will vary based on each individual’s duration of employment during the PAGA Period;
20 those who worked longer for Defendants during the PAGA Period will receive a benefit greater than
21 the average estimated amount.

22 27. Here, Plaintiff obtained a meaningful amount in civil penalties despite facing significant
23 challenges had the litigation continued. In reaching this result, Plaintiff has calculated the maximum
24 potential penalties *if there is a violation of each Labor Code section at issue*, as discussed above.

25 28. As set forth above, 75% of the penalty is paid to the LWDA. The LWDA is being notified of
26 the Settlement at the same time that this motion is being filed.

27 29. Here, the substantial exchange of data was sufficient to enable Plaintiff’s Counsel to evaluate

1 the strength and value of the claim for purposes of settlement. As discussed above, Plaintiff's
2 Counsel reviewed policies, performed calculations with data, and inspected related documents, such
3 as employee handbooks, policy documents, time records and wage statements in order to assess
4 exposure and risk.

5 30. Based on Plaintiff's Counsel's experience litigating wage and hour claims, such investigation
6 was sufficient to determine the potential value of the PAGA claim, and to evaluate the strength of
7 this claim for purposes of settlement.

8 31. Plaintiff's counsel invested time and resources into prosecuting the action, with payment
9 deferred to the end of the case, for more than 2 years, and entirely contingent on outcome.

10 32. During the period that the action has been pending, Plaintiff's counsel has advanced all
11 expenses and has not received any compensation for prosecuting the action on behalf of the State and
12 Aggrieved Employees.

13 33. The significant outlay of monetary and personnel resources has been completely at risk and
14 wholly dependent upon obtaining a substantial settlement or imposition of civil penalties at trial.
15 Plaintiff's Counsel took on this case, which necessarily required the firm to forego other
16 opportunities, given finite resources to devote to cases. Furthermore, the hours which were spent on
17 this matter were reasonably spent on tasks which are typically involved in the litigation process of a
18 representative wage and hour claim.

19 34. The actual lodestar incurred by Plaintiff's Counsel to date is no less than \$126,000.00¹ not
20 including at least \$5,000 in estimated future work.

21 35. Counsel for Plaintiff so far spent approximately 120 hours litigating this case and bringing it
22 to fruition.

23 36. In determining reasonable hourly rates for counsel, courts rely on the Adjusted *Laffey* Matrix,
24 adjusted for inflation. **Exhibit "3"**.

25 37. Here, calculating the Los Angeles–Long Beach–Riverside locality-adjusted Laffey Matrix
26 rate for an attorney with 16 years of experience using the 2025–2026 Laffey Matrix and the locality

27 _____
28 ¹ Plaintiff's Counsel's hourly rate is \$1050.

1 adjustment methodology historically used by courts, Class Counsel's hourly rate is **\$1,391 per hour**.
2 Specifically, base Laffey Matrix Rate (16 years of experience) falls within the Laffey Matrix category
3 of 11–19 years of experience. The 2025–2026 Laffey Matrix rate for that category is \$1,019/hour.
4 Los Angeles–Long Beach–Riverside Locality Adjustment is 36.47%. See
5 <https://www.federalpay.org/gs/locality>. **Exhibit “4”**.

6 38. The Settlement provides for reimbursement of Plaintiff's counsel's reasonable litigation costs
7 not to exceed \$10,000. Plaintiff's counsel incurred approximately a total of Eight Thousand Five
8 Hundred Thirty-Seven dollars (\$8,537.00) in costs - far less than the maximum allowed under the
9 Settlement. Because these costs are reasonable. Plaintiff's counsel requests that the Court approve
10 those costs. True and correct copies of the invoices are attached hereto as **Exhibit “5”**.

11 39. On July 17, 2026, I appraised the Labor and Workforce Development Agency (“LWDA”) of
12 Plaintiff's Motion for Approval of the PAGA Representative Action Settlement set for hearing on
13 October 15, 2026, at 2:00 p.m. by electronically submitting the same documents filed with this
14 Court via online filing. A true copy of an auto-reply e-mail from the LWDA's DIR PAGA Unit
15 confirming receipt of submission of the Proposed Settlement Agreement is attached hereto as **Exhibit**
16 **“6”**.

17 I declare, under penalty of perjury under the laws of the State of California that the foregoing
18 is true and correct. Executed this 17th day of July 2026 in the state of California.

19
20 
21 Natalie Mirzayan, Esq.

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Timothy Cox (“Plaintiff”) and Defendants Garvey Wholesale Beverage, Inc. (“Garvey”), San Gabriel Valley Warehouse and Storage, Inc dba San Gabriel Beverage Group (“SGBG”), Scott Bogardus, Nicholas Capriccio, and Phillip Capriccio (collectively, “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

- 1.1. **“Action”** means Plaintiff’s lawsuit against Defendants, Case No. 30-2024-01392739-CU-OE-CXC, filed on April 10, 2024, and pending in the Superior Court of the State of California, County of Orange.
- 1.2. **“Approval Order”** means the proposed Court Order Granting Approval of the PAGA Settlement.
- 1.3. **“Court”** means the Superior Court of California, County of Orange.
- 1.4. **“Defendants”** means Garvey Wholesale Beverage, Inc., San Gabriel Beverage Group, Scott Bogardus, Nicholas Capriccio, and Phillip Capriccio.
- 1.5. **“Defense Counsel”** means Jasmine Shams and Fabiola Martinez of Lewis Brisbois Bisgaard & Smith, LLP, the attorneys representing Defendants in the Action.
- 1.6. **“Effective Date”** means the date on which the Judgment becomes final. If the LWDA does not submit a timely objection, the Judgment becomes final the day the Court enters the Approval Order and Judgment. If the LWDA submits a timely objection, then 61st day after entry of the Approval Order and Judgment, if no appeal, review, or writ has been filed. If an appeal, review, or writ is sought from the Approval Order and Judgment, the day after the Approval Order and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Approval Order and Judgment is no longer subject to further judicial review.
- 1.7. **“Funding Date”** means within thirty (30) calendar days of the Effective Date, Defendants shall fund the PGSA in full.
- 1.8. **“Individual PAGA Payment”** means the PAGA Member’s pro rata share of 25% of the PAGA Net Settlement Amount calculated according to the number of PAGA Pay Periods the PAGA Members worked during the PAGA Period.
- 1.9. **“Judgment”** means the judgment entered by the Court based upon the approval of the Settlement.
- 1.10. **“LWDA”** means the California Labor and Workforce Development Agency.
- 1.11. **“LWDA PAGA Payment”** means the 75% of the Net Settlement Amount to be paid as PAGA Penalties to the LWDA under Labor Code section 2699, subd. (m).

- 1.12. **“Notice of PAGA Settlement”** means the notice to be provided to the PAGA Members by the Settlement Administrator in the form set forth as **Exhibit A** to this Agreement.
- 1.13. **“Operative Complaint”** means the civil complaint filed in the Action captioned *Timothy Cox v. Garvey Wholesale Beverage, Inc. et al.*, Case No. 30-2024-01392739-CU-OE-CXC, filed on April 10, 2024, and pending in Superior Court of the State of California, County of Orange.
- 1.14. **“PAGA”** means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.15. **“PAGA Gross Settlement Amount”** or **“PGSA”** means Twenty-Five Thousand Dollars and Zero Cents (\$25,000), which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay the Settlement Administration Costs, Plaintiff’s Counsel Fees Payment, Plaintiff’s Counsel Litigation Expenses Payment, the PAGA Representative Service Payment, and PAGA Net Settlement Amount.
- 1.16. **“PAGA Member(s)”** means all current and former non-exempt employees who worked at least one pay period for Defendants in California at any time during the PAGA Period.
- 1.17. **“PAGA Member Address Search”** means the Settlement Administrator’s investigation and search for current PAGA 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 Settlement Administrator with PAGA Members.
- 1.18. **“PAGA Member Data”** means PAGA Member identifying information in Defendant’s possession including the PAGA Member’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods worked.
- 1.19. **“PAGA Net Settlement Amount”** or **“PNSA”** means the PAGA Gross Settlement Amount, less the following payments in the amounts approved by the Court: Plaintiff’s Counsel Attorney Fees Payment, Plaintiff’s Counsel Attorney Expenses Payment, PAGA Representative Service Payment; and the Settlement Administration Costs. The remainder is the Net Settlement Amount, which shall be allocated as payment of PAGA Penalties.
- 1.20. **“PAGA Notice”** means Plaintiff’s April 10, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.21. **“PAGA Pay Period”** for purposes of calculating the PAGA Members’ share of the PNSA, means any bi-weekly pay period during the PAGA Period in which the PAGA Member received wages from Defendants.
- 1.22. **“PAGA Penalties”** means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount of \$25,000.00, allocated 25% to the PAGA Members and 75% to the LWDA in settlement of PAGA claims.
- 1.23. **“PAGA Period”** means the period from April 10, 2023, through January 6, 2026.
- 1.24. **“Plaintiff”** or **“PAGA Representative”** means Timothy Cox, the named Plaintiff and PAGA

Representative in the Action.

- 1.25. **“Plaintiff’s Counsel”** means Natalie Mirzayan, Esq., of Mirzayan Law, the attorney representing the Plaintiff and PAGA Members in the Action.
- 1.26. **“Plaintiff’s Counsel Fees Payment”** and **“Plaintiff’s Counsel Litigation Expenses Payment”** mean the amounts allocated to Plaintiff’s Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.27. **“Released Claims ”** means all claims for civil penalties, attorneys’ fees, and costs under PAGA on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, that were alleged, or reasonably could have been alleged, based on the facts and claims stated in the Operative PAGA Notice (“Released PAGA Claims”). The Released PAGA Claims apply to claims arising during the PAGA Period.
- 1.28. **“Released Parties”** means Defendants and their former, current, and future owners, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present, or future officers, directors and employees), any alleged employers or joint employers of Plaintiff or the PAGA Members, parent companies (including San Gabriel Valley Warehouse and Storage, Inc.), subsidiaries, affiliates, shareholders, members, predecessors, successors, and assigns.
- 1.29. **“Settlement”** means the disposition of the Action effected by this Agreement and the Judgment.
- 1.30. **“Settlement Administrator”** means Apex Class Action, located at 18 Technology Drive, Ste. 154, Irvine, CA 92618 Tel:1-800-355-0700, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.31. **“PAGA Representative Service Payment”** means the payment to the PAGA Representative for initiating the Action and providing services in support of the Action. Plaintiff shall be entitled to request a reasonable service award in the amount of \$2,000 for the services provided as a PAGA Representative subject to court approval. The service payment to Plaintiff will be allocated 100% on form 1099 as penalties. Defendants will not oppose Plaintiff’s application to the Court for this Service Payment.
2. **“Settlement Administration Costs”** means the amount the Settlement Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Settlement Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement. The Parties have agreed to retain Apex Class Action as the Settlement Administrator.
- 2.1. On April 10, 2024 Plaintiff served the Labor and Workforce Development Agency (“LWDA”) with a PAGA Notice, LWDA Case No. LWDA-CM-1021587-24.

- 2.2. On April 10, 2024, Plaintiff filed the Action in the Superior Court of the State of California, County of Orange, Case No. 30-2024-01392739-CU-OE-CXC. The Action includes a representative cause of action for civil penalties under PAGA, in addition to Plaintiff's individual claims. Only the PAGA cause of action is being resolved by this PAGA Settlement Agreement. Defendants deny any, and all, of the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.
- 2.3. On November 14, 2025, the Parties participated in an all-day mediation presided over by Mark Lemke, Esq., an experienced mediator of wage and hour class and representative actions. The matter resolved following the Parties' attendance at mediation based on extensive, arms-length negotiation. Prior to mediation, Plaintiff obtained, through informal discovery, time and pay data for the PAGA Members, employee handbook, and other employment related documents.
- 2.4. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

3. **MONETARY TERMS**

- 3.1 PAGA Gross Settlement Amount. Except as otherwise provided in Paragraph 8 below, Defendants promise to pay Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) as the PAGA Gross Settlement Amount. Defendants have no obligation to pay the PAGA Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Settlement Administrator will disburse the entire PAGA Gross Settlement Amount without asking or requiring PAGA Members to submit any claim as a condition of payment. None of the PAGA Gross Settlement Amount will revert to Defendants.
- 3.2 Payments from the PAGA Gross Settlement Amount. The Settlement Administrator will make and deduct the following payments from the PAGA Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:
 - 3.2.1 To Plaintiff's Counsel: A Plaintiff's Counsel Fees Payment of not more than forty percent (40%) of the PAGA Gross Settlement Amount, which is currently estimated to be Ten Thousand Dollars (\$10,000.00) and Plaintiff's Counsel Litigation Expenses Payment of not more than (\$10,000.00). Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or Plaintiff's Counsel will file an application or motion for Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Litigation Expenses Payment. If the Court approves a payment to Plaintiff's Counsel less than the amounts requested, the Settlement Administrator will allocate the remainder to the PAGA Net Settlement Amount. The Settlement Administrator will distribute the Attorneys' Fees and Litigation Costs using one or more IRS 1099 Forms.
 - 3.2.2 To the Settlement Administrator: A Settlement Administrator Costs payment not to exceed Five Hundred dollars (\$500.00) except for a showing of good cause and as

approved by the Court. To the extent the Settlement Administration Costs are less than (\$500.00) or the Court approves payment less than (\$500.00), the Settlement Administrator will allocate the remainder to the PAGA Net Settlement Amount.

3.2.3 To the LWDA and PAGA Members: The PAGA Net Settlement Amount is currently estimated to be (\$2,500.00), to be paid from the Gross Settlement Amount, with 75% (currently estimated to be (\$1,875.00) allocated to the LWDA PAGA Payment and 25% (currently estimated to be (\$625.00) allocated to the Individual PAGA Payments.

3.2.3.1 The Settlement Administrator will calculate each Individual PAGA Member Payment by (a) dividing the amount of the PAGA Members' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Members' PAGA Period Pay Periods.

3.2.3.2 The Settlement Administrator will report the Individual PAGA Member Payments on IRS 1099 Forms. Plaintiff and the PAGA Members assume full responsibility for satisfying their own tax obligations associated with any payments they receive under this Agreement.

3.2.4 Additional Attorneys' Fees and Costs: No PAGA Member, or Plaintiff's Counsel, or any other attorney acting for any PAGA Member may recover or seek to recover any amounts for fees, costs, or disbursements arising from the Action or the PAGA Gross Settlement Amount from the Released Parties except as expressly provided for in this Agreement.

4. **SETTLEMENT FUNDING AND PAYMENTS**

4.1. PAGA Pay Periods. Based on a review of their records and in preparation for mediation, Defendants estimate there are 3 PAGA Members who worked 148 PAGA Pay Periods during the PAGA Period.

4.2. PAGA Member Data. Within seven (7) days of the Effective Date, Defendants will deliver the PAGA Member Data to the Settlement Administrator in the form of a Microsoft Excel spreadsheet and shall include: each PAGA Member's full name; last known address; Social Security Number; start dates and end dates of employment; and any other information the Settlement Administrator deems necessary to accurately calculate the number of PAGA Pay Periods worked by each PAGA Member during the PAGA Period. To protect PAGA Members' privacy rights, the Settlement Administrator must maintain the PAGA Members' Data in confidence, use the PAGA Member Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Member Data to Settlement Administrator employees who need access to the PAGA Member Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Plaintiff's Counsel if it discovers that the PAGA Member Data omitted employee identifying information and to provide corrected or updated PAGA Member Data as soon as reasonably feasible. Without

any extension of the deadline by which Defendants must send the PAGA Member Data to the Settlement Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Member Data.

4.3. Funding of the PAGA Gross Settlement Amount. Defendants shall pay the PGSA in full on the Funding Date.

4.4. Payments from the PAGA Gross Settlement Amount. Within five (5) days after Defendants fully fund the PAGA Gross Settlement Amount, the Settlement Administrator will mail checks for all Individual PAGA Member Payments, the LWDA PAGA Payment, the PAGA Representative Service Payment, the Settlement Administration Costs, Plaintiff's Counsel Fees Payment, and Plaintiff's Counsel Litigation Expenses Payment.

4.4.1. The Settlement Administrator will issue checks for the Individual PAGA Member Payments and send them to the PAGA Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided (the "Void Date"). The Settlement Administrator will cancel all checks not cashed by the Void Date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Settlement Administrator must conduct a PAGA Member Address Search for all PAGA Members whose checks are returned undelivered without USPS forwarding address. Within three (3) days of receiving a returned check the Settlement Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the PAGA Member Address Search. The Settlement Administrator need not take further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undelivered. The Settlement Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced, requested by the PAGA Member prior to the Void Date.

4.4.3. For any PAGA Member whose Individual PAGA Member Payment check is uncashed and cancelled after the Void Date, the Settlement Administrator shall transmit the funds represented by such checks to the State of California's Unclaimed Property Division in the name of the PAGA Member to whom those funds were originally issued.

4.4.4. Disbursement Calculations. Within three (3) calendar days after receiving the PAGA Member Data, the Settlement Administrator will provide the Parties with a spreadsheet showing its calculations for anticipated payments to the PAGA Members and the allocation of pay periods for each individual. The Administrator shall redact any identifying information and instead use an employee number to differentiate (except as to the named Plaintiff in the Action) in order to protect the PAGA Members' confidential information.

5. RELEASES OF CLAIMS

Effective on the date when Defendants fully fund the entire Gross Settlement Amount, the LWDA, Plaintiff, and PAGA Members will release claims against all Released Parties as follows:

- 5.1 Release by Plaintiff, PAGA Members, and LWDA: Upon the Effective Date and funding in full of the PAGA Gross Settlement Amount by Defendants, Plaintiff, all PAGA Members, the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendants and all Released Parties from the Released Claims. The Parties agree there is no statutory right for any PAGA Member to object, opt out or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any PAGA Members to appeal the approval of the PAGA settlement by the Court. This Agreement shall not be subject to collateral attack by any PAGA Members.
- 5.2 Release by Plaintiff's Counsel: Upon the Effective Date and funding in full of the PAGA Gross Settlement Amount by Defendants, Plaintiff's Counsel generally release on behalf of themselves, their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for Plaintiff's Counsel's Fees Payment and Plaintiff's Litigation Expenses Payment incurred in connection with the Operative Complaint and the PAGA Period, or otherwise incurred to prosecute the Action.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT**

The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel a draft motion for approval of the PAGA Settlement, which Plaintiff's Counsel will submit to Defendants for review and comment at least three (3) calendar days prior to filing with the Court and a draft proposed Order Granting Approval of PAGA Settlement.
- 6.2 Responsibilities of Plaintiff's Counsel. Plaintiff's Counsel is responsible for expeditiously finalizing and filing the motion for approval of this Settlement no later than thirty (30) days after the full execution of this Agreement, or as soon thereafter as practicable, and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. Plaintiff's Counsel is responsible for delivering the Court's Approval Order to the Settlement Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed motion for approval of this Settlement and/or the supporting declarations and documents, Plaintiff's Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the Motion for Approval of this Settlement or conditions its approval on any material change to this Agreement, Plaintiff's Counsel and Defense Counsel will work expeditiously together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement to satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

- 7.1. Selection of Settlement Administrator. The Parties have jointly selected Apex Class Action to serve as the Settlement Administrator and verified that, as a condition of appointment, Apex Class Action agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Settlement Administration Costs.
- 7.2. Employer Identification Number. The Settlement Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4. Settlement Administrator Duties. The Settlement Administrator has a duty to perform or observe all tasks to be performed or observed by the Settlement Administrator contained in this Agreement or otherwise.

8. PAGA MEMBER SIZE ESTIMATES and ESCALATOR CLAUSE

Defendants estimate that there are a total of 3 PAGA Members, and that the total number of PAGA Pay Periods worked by the PAGA Members in the PAGA Period is 148. If the actual number of PAGA Pay Periods during the PAGA Period is more than 10% greater than this figure (i.e., if there are more than 163 PAGA Pay Periods worked by the PAGA Members), Defendants shall have the option of either: (a) increasing the Gross Settlement Amount pro rata for every additional pay period worked by the PAGA Members above that 10% threshold (i.e. if the total number of PAGA Pay Periods is 11% higher than 148, Defendants shall increase the Gross Settlement Amount by 1%) or (b) ending the PAGA Period on the date that the number of PAGA Pay Periods worked by the PAGA Members equals 163, in which case no adjustment to the Gross Settlement Amount shall be made and the PAGA Period shall end on the date at which the number of workweeks reaches 163. Defendants shall inform Plaintiff of their election within 7 days of being provided with the Administrator’s final PAGA Pay Periods calculation for the PAGA Members.

9. CONTINUING JURISDICTION OF THE COURT

The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the 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 permitted by law.

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Plaintiff’s Counsel Fees Payment and Plaintiff’s Counsel Litigation Expenses Payment, the Parties, and their respective counsel 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 the LWDA appeals the Judgment, 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, except as to matters that do not affect the amount of the PAGA Net Settlement Amount.

- 9.2 In the event that Plaintiff or his counsel is required to take any legal action or engage in any enforcement efforts to compel Defendant's performance of its obligations under this Agreement, including but not limited to timely and complete payment of the PAGA Gross Settlement Amount, Plaintiff shall be entitled to recover from Defendants all reasonable attorneys' fees, costs, and expenses incurred in connection with such enforcement, in addition to any other relief deemed appropriate by the Court.

10. ADDITIONAL PROVISIONS

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants or any of the other Released Parties 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 representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 Effective Date of Defendants' Obligations Under This Agreement. Defendants' obligations under this Agreement will become final and effective only upon the occurrence of the Effective Date. In the event that any of the conditions specified in this Agreement are not satisfied, or in the event that this Settlement does not obtain approval of the Court for any reason, all matters covered by this Agreement will be null and void. In such event, neither this Agreement, nor any negotiations leading to this Settlement, will be used or construed by or against any Party as a determination, admission, or concession of any issue of law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their respective rights regarding the prosecution and defense of the Action, including all available defenses and affirmative defenses, and to challenge any claim, as if this Agreement never existed.
- 10.3 Nullification. If: (1) the Court should for any reason fail to enter the Final Order and Judgment; or (2) the Court's Final Order and Judgment is reversed or modified as to any material term as defined above, or declared or rendered void as to any material term as defined above, or (3) Defendants fail to fund the Gross Settlement Amount as a result of a discharged bankruptcy proceeding, then (a) the Agreement shall become null and void; and (b) the Parties will revert to their respective positions immediately prior to reaching the settlement.

- 10.4 Invalidation. Invalidation of any material term of this Settlement Agreement will invalidate this Agreement in its entirety unless the Parties subsequently agree in writing that the remaining provisions will remain in full force and effect.
- 10.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.6 Attorney Authorization. Plaintiff's Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement excluding any amendments to this Agreement.
- 10.7 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any documents necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Mark Lemke, Esq., and/or the Court for resolution.
- 10.8 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.9 No Tax Advice. Neither Plaintiff, Plaintiff's Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.10 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party

was the drafter or participated in the drafting.

- 10.14 Corporate Signatories. Any person executing this Agreement or any related document on behalf of a corporate signatory warrants and promises for the benefit of all Parties that such person has been duly authorized by such corporation to execute this Agreement or any related document.
- 10.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.17 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 Plaintiff:

MIRAZAYAN LAW, APLC
26632 Towne Centre Drive,
Foothill Ranch, CA 926610
T: 949.285.3550
mirzayanlaw@outlook.com

To Defendants:

LEWIS BRISBOIS BISGAARD & SMITH, LLP
Jasmine Shams
Fabiola Martinez
633 W. 5th Street, Suite 4000
Los Angeles, CA 90071
Tel: (213) 250-1800
Fax: (213) 250-7900
Jasmine.Shams@lewisbrisbois.com
Fabiola.Martinez@lewisbrisbois.com

- 10.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

- 10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, pursuant to CCP section 583.330, that upon the signing of this Agreement the date to bring a case to trial under CCP section 583.310 shall be extended for the entire period of this settlement process beginning from the date that all Parties and counsel have executed this Agreement.

[REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]
[SIGNATURES ON THE FOLLOWING PAGE]

IT IS SO AGREED TO AS TO FORM AND CONTENT

Executed on _____, 2026

Plaintiff Timothy Cox

Executed on June 3 _____, 2026

Signed by:

Mek Capriccio

69242D0DC998426...

Name:

San Gabriel Valley Warehouse and Storage, Inc.

Its: President

Executed on _____, 2026

Name: Phillip Capriccio

Executed on June 3 _____, 2026

Signed by:

Mek Capriccio

69242D0DC998426...

Name: Nicholas Capriccio

Executed on June 3 _____, 2026

Signed by:

Mek Capriccio

69242D0DC998426...

Name:

For: Garvey Wholesale Beverage, Inc.

Its: President

IT IS SO AGREED TO AS TO FORM AND CONTENT

Executed on Jun 24, 2026, 2026


Timothy W Cox (Jun 24, 2026 07:39:37 PDT)

Plaintiff Timothy Cox

Executed on _____, 2026

Name:
San Gabriel Valley Warehouse and Storage, Inc.
Its:

Executed on 06/03, 2026

DocuSigned by:

AA4968D8E548435...
Name: Phillip Capriccio

Executed on _____, 2026

Name: Nicholas Capriccio

Executed on _____, 2026

Name:
For: Garvey Wholesale Beverage, Inc.
Its:

EXHIBIT A

[Mailing Date]

NOTICE OF SETTLEMENT

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

Re. Timothy Cox v. Garvey Wholesale Beverage, Inc. et al.,
Case No. 30-2024-01392739-CU-OE-CXC,

[Settlement Administrator]

[address]

[telephone number]

Dear San Gabriel Beverage Group Employee:

You are receiving this payment because of a lawsuit brought by a former California employee against Defendants Garvey Wholesale Beverage, Inc. ("Garvey"), San Gabriel Beverage Group ("SCBG"), Scott Bogardus, Nicholas Capriccio, and Phillip Capriccio (collectively, "Defendants") for civil penalties pursuant to the Private Attorneys General Act of 2004, Labor Code § 2698 et seq. ("PAGA"). Plaintiff Timothy Cox ("Plaintiff") claimed that Defendants owed civil penalties under PAGA for alleged violations of the California Labor Code.

Defendants deny that they owe any penalties, but to avoid further time and expense in litigation, Defendants and Plaintiff have agreed to settle the case (the "Settlement"). The Settlement resolves the claims asserted in the lawsuit on behalf of the State of California and all current and former non-exempt employees who performed work for Defendants in California ("PAGA Members") at any time between April 10, 2023, through January 6, 2026 ("PAGA Period").

On [INSERT DATE], the Parties filed a motion with the Court asking the Court to approve the Settlement in the amount of \$25,000.00. From that amount, the Court has approved attorney's fees in the amount of Ten Thousand Dollars (\$10,000.00), litigation expenses in the amount of Eight Thousand Five Hundred Thirty-Seven dollars (\$8,537.00), Enhancement Award of \$2,000.00 for Plaintiff for his service on behalf of the Labor & Workforce Development Agency ("LWDA") and Aggrieved Employees, and Settlement Administration Costs in the amount of Five Hundred dollars. After these deductions, **\$3,962.43** is allocated as PAGA penalties. The law requires that 75% is allocated to the State of California and 25% is allocated to PAGA Members. Therefore, the State of California will receive **\$2,971.82** (75% of the penalties) and PAGA Members will each receive a *pro rata* share of the remaining **\$990.61** (25% of the penalties). The Court issued an Order approving the settlement on [INSERT DATE]. Your enclosed share is calculated based on the total number of pay periods you worked during the PAGA period.

While you were not a party of the Action, you and the other PAGA Members have been bound by the settlement entered into this matter and approved by the Court, for the period of April 10, 2023, through January 6, 2026, fully generally releasing and forever discharging Defendants and their former, current, and future owners, agents (including, without limitation, any investment bankers, accountants, insurers,

reinsurers, attorneys and any past, present, or future officers, directors and employees), any alleged employers or joint employers of Plaintiff or the PAGA Members, parent companies (including San Gabriel Valley Warehouse and Storage, Inc.), subsidiaries, affiliates, shareholders, members, predecessors, successors, and assigns (the foregoing are collectively referred to hereafter as the “Released Parties”) from all claims, for civil penalties under the PAGA claim asserted, or that reasonably could have been asserted in the Operative Complaint or could have arisen out of the allegations made in the Operative Complaint or LWDA letter dated April 10, 2024. (the “Released PAGA Claims”).

According to Defendants’ records, you are a PAGA Member and are therefore entitled to a share of the settlement. This settlement check shall remain valid until [insert date].

This payment may be taxable income for federal, state, and local tax purposes and may be reported to the appropriate taxing authorities. You may be required to make additional tax payments. Please consult a tax advisor to determine your individual tax payment and reporting situation. You will be mailed appropriate tax forms in [insert date]. Please notify us of any address changes so that any necessary tax forms can be mailed to your most current address.

If you have any questions about your award, please contact the Settlement Administrator:

Apex Class Action, located at 18 Technology Drive, Ste. 154, Irvine, CA 92618
Tel:1-800-355-0700.

EXHIBIT 2

**Quotation Request:**

Natalie Mirzayan
Mirzayan Law, APLC
Mirzayanlaw@outlook.com
949.285.3550

Case Name:

Cox v. Garvey Wholesale

Date:

Wednesday, June 24, 2026

RFP Number:**Prepared By:**

Nick Day
Apex Class Action LLC
nickday@apexclassaction.com
949.563.6650

Settlement Specifications

Estimated Class Size:	3
Certified Language Translation:	No
Static Settlement Website:	No
Percentage of Undeliverable Mail:	20%

Professional Services**Fee Calculation****Rate(s)****Quantity****Estimated Cost****Data Analytics and Standardization**

Import and Standardize Data*	Per Hour	\$125.00		\$0.00
Data Analyst	Per Hour	\$150.00		\$0.00

*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.

Sub Total: \$0.00

Mailing of Class Notice

Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	3	\$4.50
USPS First Class Postage	Per Piece	\$0.78	3	\$2.34
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.25	1	\$1.35
Receive and Process Undeliverable Mail	Per Hour	\$75.00		\$0.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00		\$0.00
NCOA Address Update (USPS)	Static Rate	\$0.60	1	\$0.60

Sub Total: \$128.79

Project Management

Project Management	Per Hour	\$150.00	1	\$150.00
Project Coordinator	Per Hour	\$90.00	1	\$90.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00

Sub Total: \$380.00



APEX

CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$25.00	1	\$25.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$25.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	1	\$120.00
Account Management and Reconciliation	Per Hour	\$140.00	1	\$140.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	2	\$3.00
USPS First Class Postage	Per Piece	\$0.78	3	\$2.34
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.25	1	\$2.25
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	2	\$200.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$198.62	1	\$198.62
Sub Total:				\$666.21

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$100.00	1	\$100.00
Project Management Reconciliation	Per Hour	\$100.00	1	\$100.00
Declarations	Per Hour	\$100.00	1	\$100.00
Sub Total:				\$300.00

DISCOUNTED RATE : WILL NOT EXCEED: \$500.00
--

Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants** that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this section may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 3

LAFFEY MATRIX

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

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406

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

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

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

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

EXHIBIT 4

GS Locality Rates

2026 LOS ANGELES-LONG BEACH

2026 Locality Adjustment: 36.47%

Official General Schedule Locality Rates for LOS ANGELES-LONG BEACH, CA
Effective from January 1, 2026 to December 31, 2026.

GS Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
GS-1	\$30,820	\$31,853	\$32,878	\$33,899	\$34,921	\$35,520	\$36,534	\$37,555	\$37,597	\$38,550
GS-2	\$34,654	\$35,478	\$36,627	\$37,597	\$38,018	\$39,136	\$40,253	\$41,371	\$42,489	\$43,606
GS-3	\$37,813	\$39,074	\$40,335	\$41,596	\$42,857	\$44,118	\$45,379	\$46,640	\$47,901	\$49,162
GS-4	\$42,446	\$43,861	\$45,277	\$46,692	\$48,107	\$49,522	\$50,937	\$52,353	\$53,768	\$55,183
GS-5	\$47,490	\$49,073	\$50,656	\$52,239	\$53,822	\$55,405	\$56,989	\$58,572	\$60,155	\$61,738
GS-6	\$52,938	\$54,703	\$56,467	\$58,232	\$59,996	\$61,761	\$63,525	\$65,290	\$67,055	\$68,819
GS-7	\$58,827	\$60,788	\$62,749	\$64,710	\$66,671	\$68,632	\$70,593	\$72,554	\$74,515	\$76,476
GS-8	\$65,148	\$67,319	\$69,491	\$71,662	\$73,833	\$76,004	\$78,175	\$80,347	\$82,518	\$84,689
GS-9	\$71,957	\$74,356	\$76,755	\$79,154	\$81,553	\$83,952	\$86,351	\$88,751	\$91,150	\$93,549
GS-10	\$79,240	\$81,881	\$84,521	\$87,162	\$89,803	\$92,443	\$95,084	\$97,725	\$100,366	\$103,006
GS-11	\$87,061	\$89,964	\$92,866	\$95,769	\$98,672	\$101,575	\$104,477	\$107,380	\$110,283	\$113,185
GS-12	\$104,349	\$107,828	\$111,306	\$114,785	\$118,264	\$121,742	\$125,221	\$128,699	\$132,178	\$135,657
GS-13	\$124,085	\$128,222	\$132,358	\$136,495	\$140,631	\$144,767	\$148,904	\$153,040	\$157,177	\$161,313
GS-14	\$146,632	\$151,520	\$156,408	\$161,297	\$166,185	\$171,073	\$175,962	\$180,850	\$185,738	\$190,627
GS-15	\$172,476	\$178,226	\$183,975	\$189,725	\$195,474	\$197,200	\$197,200	\$197,200	\$197,200	\$197,200

EXHIBIT 5

Mirzayan LAW, APLC		
Date	Description	Amount
	Filing Fees "A"	
July 17, 2026	OneLegal Final Approval Motion	\$81.95
July 17, 2026	OneLegal Case Management Statement	\$21.95
April 28, 2026	OneLegal 08317554	\$46.78
August 22, 2024	OneLegal 0122776	\$21.83
August 22, 2024	OneLegal 06306679	\$176.25
August 21, 2024	OneLegal 06306566	\$19.51
May 2, 2024	OneLegal 05969919	\$18.74
April 24, 2024	OneLegal 05943551	\$123.54
April 24, 2024	OneLegal 05943549	\$77.21
April 24, 2024	OneLegal 05943547	\$77.21
April 22, 2024	OneLegal 05935535	\$123.54
April 22, 2024	OneLegal 05935536	\$77.21
April 12, 2024	Class Action Complaint Filing Fees #05911931	\$1,495.04
	PAGA Filing Fees	\$75.00
		\$2,435.76
	Mailing Fees and Process Service Exhibit "B"	
April 11, 2024	Certified Mail PAGA	\$26.60
April 19, 2024	Proof of Service of Summons Reflecting Amount Charged Re Garvey Wholesale Beverage, Inc.	\$75.00
April 19, 2024	Proof of Service of Summons Reflecting Amount Charged San Gabriel Beverage Group	\$120.00

April 23, 2024	Proof of Service of Summons Reflecting Amount Charged Nicholas Capriccio	\$120.00
April 23, 2024	Proof of Service of Summons Reflecting Amount Charged Phillip Capriccio	\$75.00
April 23, 2024	Proof of Service of Summons Reflecting Amount Charged Scott Bogardus	\$75.00
		\$491.60
	Mediation and Research Fees Exhibit "C"	
	Mediation fees	\$4,000.00
Aug 2024 to Oct 2024	LexisNexis Research	\$206.96
Nov 2024 to Dec 2024	LexisNexis Research	\$117.09
Jan 2025 to March 2025	LexisNexis Research	\$281.80
April 2025 to June 2025	LexisNexis Research	\$212.27
July 2025 to Sept 2025	LexisNexis Research	\$218.44
Oct 2025 to Dec 2025	LexisNexis Research	\$193.39
January 1, 2026	LexisNexis Research	\$65.92
February 1, 2026	LexisNexis Research	\$66.96
March 1, 2026	LexisNexis Research	\$67.62
April 1, 2026	LexisNexis Research	\$53.13
May 1, 2026	LexisNexis Research	\$68.40
June 1, 2026	LexisNexis Research	\$58.23
		\$5,610.21
Total Costs		\$8,537.57

EXHIBIT A



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	4/12/2024
Customer	0122776
Credit Sale	05911931
Amount Due	\$0
Tax Total	\$0.00

Bill To

Mirzayan Law, A Professional Law Corporation
26632 Town Cetner Drive
Suite 300
Foothill Ranch CA 92610

Order Number	22654456
Contact	Natalie Mirzayan
Attorney	Natalie Mirzayan
Billing Code	0000
Case Title	Timothy Cox vs. Garvey Wholesale Beverage, Inc.
Court	Superior Court of California, Orange County
Court Transaction Number	21460023
Case Number	30-2024-01392739-CU-OE-CXC
Documents	Civil Case Cover Sheet,Summons Issued and Filed,Complaint

ONE LEGAL FEES	AMOUNT
Court Filing Fee	\$1,435.00
Court Technology Access Fee	\$2.25
eFiling Charge	\$14.95
Convenience Fee‡	\$42.84
SUBTOTAL	\$1,495.04

FEES SUMMARY	AMOUNT
One Legal Fees	\$1,495.04
Sales Tax	\$0.00
TOTAL CHARGED	\$1,495.04

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Bill To
Mirzayan Law, A Professional Law Corporation 26632 Town Cetner Drive Suite 300 Foothill Ranch CA 92610

Credit Card Sale

Date	4/22/2024
Customer	0122776
Credit Sale	05935535
Amount Due	\$0
Tax Total	\$0.00

Order Number	22704939
Contact	Natalie Mirzayan
Attorney	
Billing Code	0000
Case Title	Cox vs. Garvey Wholesale Beverage, Inc.
Court	Superior Court of California, Orange County
Court Transaction Number	10886784
Case Number	30-2024-01392739-CU-OE-CXC
Documents	C o m p l a i n t , C i v i l C a s e C o v e r Sheet,Summons,Summons,Summons,Summons,Summons,

ONE LEGAL FEES	AMOUNT
Convenience Fee‡	\$3.54
Process Serving - Page charge: 50-99 Pages	\$10.00
Mailing Declaration	\$25.00
Process Serving - Standard Serve, Zone 1	\$85.00
SUBTOTAL	\$123.54

FEES SUMMARY	AMOUNT
One Legal Fees	\$123.54
Sales Tax	\$0.00
TOTAL CHARGED	\$123.54

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1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Bill To
Mirzayan Law, A Professional Law Corporation 26632 Town Cetner Drive Suite 300 Foothill Ranch CA 92610

Credit Card Sale

Date	4/22/2024
Customer	0122776
Credit Sale	05935536
Amount Due	\$0
Tax Total	\$0.00

Order Number	22704941
Contact	Natalie Mirzayan
Attorney	
Billing Code	0000
Case Title	Cox vs. Garvey Wholesale Beverage, Inc.
Court	Superior Court of California, Orange County
Court Transaction Number	10886787
Case Number	30-2024-01392739-CU-OE-CXC
Documents	C o m p l a i n t , C i v i l C a s e C o v e r Sheet,Summons,Summons,Summons,Summons,Summons,

ONE LEGAL FEES	AMOUNT
Convenience Fee‡	\$2.21
Process Serving - Page charge: 50-99 Pages	\$10.00
Mailing Declaration	\$25.00
Process Serving - Additional Recipient	\$40.00
SUBTOTAL	\$77.21
FEES SUMMARY	AMOUNT
One Legal Fees	\$77.21
Sales Tax	\$0.00
TOTAL CHARGED	\$77.21

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1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	4/24/2024
Customer	0122776
Credit Sale	05943547
Amount Due	\$0
Tax Total	\$0.00

Bill To
Mirzayan Law, A Professional Law Corporation 26632 Town Cetner Drive Suite 300 Foothill Ranch CA 92610

Order Number	22704942
Contact	Natalie Mirzayan
Attorney	
Billing Code	0000
Case Title	Cox vs. Garvey Wholesale Beverage, Inc.
Court	Superior Court of California, Orange County
Court Transaction Number	10886786
Case Number	30-2024-01392739-CU-OE-CXC
Documents	C o m p l a i n t , C i v i l C a s e C o v e r Sheet, Summons, Summons, Summons, Summons, Summons,

ONE LEGAL FEES	AMOUNT
Convenience Fee‡	\$2.21
Process Serving - Page charge: 50-99 Pages	\$10.00
Mailing Declaration	\$25.00
Process Serving - Additional Recipient	\$40.00
SUBTOTAL	\$77.21

FEES SUMMARY	AMOUNT
One Legal Fees	\$77.21
Sales Tax	\$0.00
TOTAL CHARGED	\$77.21

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd
Suite 300
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TIN : 85-4343705

Bill To
Mirzayan Law, A Professional Law Corporation 26632 Town Cetner Drive Suite 300 Foothill Ranch CA 92610

Credit Card Sale

Date	4/24/2024
Customer	0122776
Credit Sale	05943549
Amount Due	\$0
Tax Total	\$0.00

Order Number	22704943
Contact	Natalie Mirzayan
Attorney	
Billing Code	0000
Case Title	Cox vs. Garvey Wholesale Beverage, Inc.
Court	Superior Court of California, Orange County
Court Transaction Number	10886789
Case Number	30-2024-01392739-CU-OE-CXC
Documents	C o m p l a i n t , C i v i l C a s e C o v e r Sheet,Summons,Summons,Summons,Summons,Summons,

ONE LEGAL FEES	AMOUNT
Convenience Fee‡	\$2.21
Process Serving - Page charge: 50-99 Pages	\$10.00
Mailing Declaration	\$25.00
Process Serving - Additional Recipient	\$40.00
SUBTOTAL	\$77.21

FEES SUMMARY	AMOUNT
One Legal Fees	\$77.21
Sales Tax	\$0.00
TOTAL CHARGED	\$77.21

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.
‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Bill To
Mirzayan Law, A Professional Law Corporation 26632 Town Cetner Drive Suite 300 Foothill Ranch CA 92610

Credit Card Sale

Date	4/24/2024
Customer	0122776
Credit Sale	05943551
Amount Due	\$0
Tax Total	\$0.00

Order Number	22704940
Contact	Natalie Mirzayan
Attorney	
Billing Code	0000
Case Title	Cox vs. Garvey Wholesale Beverage, Inc.
Court	Superior Court of California, Orange County
Court Transaction Number	10886785
Case Number	30-2024-01392739-CU-OE-CXC
Documents	C o m p l a i n t , C i v i l C a s e C o v e r Sheet,Summons,Summons,Summons,Summons,Summons,

ONE LEGAL FEES	AMOUNT
Convenience Fee‡	\$3.54
Process Serving - Page charge: 50-99 Pages	\$10.00
Mailing Declaration	\$25.00
Process Serving - Standard Serve, Zone 1	\$85.00
SUBTOTAL	\$123.54
FEES SUMMARY	AMOUNT
One Legal Fees	\$123.54
Sales Tax	\$0.00
TOTAL CHARGED	\$123.54

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.
‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	5/1/2024
Customer	0122776
Credit Sale	05969919
Amount Due	\$0
Tax Total	\$0.00

Bill To

Mirzayan Law, A Professional Law Corporation
26632 Town Cetner Drive
Suite 300
Foothill Ranch CA 92610

Order Number	22810077
Contact	Natalie Mirzayan
Attorney	none
Billing Code	0000
Case Title	Timothy Cox vs. Garvey Wholesale Beverage, Inc.
Court	Superior Court of California, Orange County
Court Transaction Number	11302705
Case Number	30-2024-01392739-CU-OE-CXC
Documents	Proof of Service of 30-day Summons & Complaint - Substitute

ONE LEGAL FEES	AMOUNT
Court Technology Access Fee	\$2.25
eFiling Charge	\$14.95
eServe Charge	\$1.00
Convenience Fee‡	\$0.54
SUBTOTAL	\$18.74

FEES SUMMARY	AMOUNT
One Legal Fees	\$18.74
Sales Tax	\$0.00
TOTAL CHARGED	\$18.74

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	8/21/2024
Customer	0122776
Credit Sale	06306566
Amount Due	\$0
Tax Total	\$0.00

Bill To

Mirzayan Law, A Professional Law Corporation
26632 Town Cetner Drive
Suite 300
Foothill Ranch CA 92610

Order Number	23578920
Contact	Natalie Mirzayan
Attorney	none
Billing Code	0000
Case Title	Timothy Cox vs. Garvey Wholesale Beverage, Inc.
Court	Superior Court of California, Orange County
Court Transaction Number	31522465
Case Number	30-2024-01392739-CU-OE-CXC
Documents	Case Management Statement

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$14.95
eServe Charge	\$4.00
Convenience Fee‡	\$0.56
SUBTOTAL	\$19.51

FEES SUMMARY	AMOUNT
One Legal Fees	\$19.51
Sales Tax	\$0.00
TOTAL CHARGED	\$19.51

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	08/22/2024
Customer	0122776
Credit Sale	06306679
Amount Due	\$0
Tax Total	\$0.00

Bill To

Mirzayan Law, A Professional Law Corporation
26632 Town Cetner Drive
Suite 300
Foothill Ranch CA 92610

Order Number	23576972
Contact	Natalie Mirzayan
Attorney	none
Billing Code	0000
Case Title	Timothy Cox vs. Garvey Wholesale Beverage, Inc.
Court	Superior Court of California, Orange County
Court Transaction Number	41699994
Case Number	30-2024-01392739-CU-OE-CXC
Documents	Notice of Posting Jury Fees

ONE LEGAL FEES	AMOUNT
Court Filing Fee	\$150.00
Court Technology Access Fee	\$2.25
eFiling Charge	\$14.95
eServe Charge	\$4.00
Convenience Fee‡	\$5.05
SUBTOTAL	\$176.25

FEES SUMMARY	AMOUNT
One Legal Fees	\$176.25
Sales Tax	\$0.00
TOTAL CHARGED	\$176.25

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	8/22/2024
Customer	0122776
Credit Sale	06308781
Amount Due	\$0
Tax Total	\$0.00

Bill To

Mirzayan Law, A Professional Law Corporation
26632 Town Cetner Drive
Suite 300
Foothill Ranch CA 92610

Order Number	23578875
Contact	Natalie Mirzayan
Attorney	none
Billing Code	0000
Case Title	Cox vs. Garvey Wholesale Beverage, Inc.
Court	Superior Court of California, Orange County
Court Transaction Number	41700177
Case Number	30-2024-01392739-CU-OE-CXC
Documents	Amended Complaint

ONE LEGAL FEES	AMOUNT
Court Technology Access Fee	\$2.25
eFiling Charge	\$14.95
eServe Charge	\$4.00
Convenience Fee‡	\$0.63
SUBTOTAL	\$21.83

FEES SUMMARY	AMOUNT
One Legal Fees	\$21.83
Sales Tax	\$0.00
TOTAL CHARGED	\$21.83

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



5341 Old Redwood Highway
Suite 310
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	4/28/2026
Customer	0122776
Credit Sale	08317554
Amount Due	\$0
Tax Total	\$0.00

Bill To

Mirzayan Law, A Professional Law Corporation
26632 Town Cetner Drive
Suite 300
Foothill Ranch CA 92610

Order Number	28083670
Contact	Natalie Mirzayan
Attorney	Natalie Mirzayan
Billing Code	0000
Case Title	Timothy Cox vs. Garvey Wholesale Beverage, Inc.
Court	Superior Court of California, Orange County
Court Transaction Number	31840363
Case Number	30-2024-01392739-CU-OE-CXC
Documents	Stipulation - Other

ONE LEGAL FEES

AMOUNT

Court Filing Fee	\$20.00
Court Technology Access Fee	\$2.25
eFiling Charge	\$17.95
Disbursement Administration Charge	\$1.00
eServe Charge	\$4.00
Convenience Fee‡	\$1.58
SUBTOTAL	\$46.78

FEES SUMMARY

AMOUNT

One Legal Fees	\$46.78
Sales Tax	\$0.00
TOTAL CHARGED	\$46.78

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.

EXHIBIT B

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) MIRZAYAN LAW, APLC Natalie Mirzayan SBN 272217 26632 Town Cetner Drive Suite 300 Foothill Ranch, CA 92610 TELEPHONE NO: (949) 285-3550 FAX NO (Optional): E-MAIL ADDRESS (Optional): mirzayanlaw@outlook.com ATTORNEY FOR (Name): Plaintiff	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 751 W. Santa Ana Blvd. MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana, 92701 BRANCH NAME: Civil Complex Center Santa Ana	
PLAINTIFF / PETITIONER: TIMOTHY COX, et al. DEFENDANT / RESPONDENT: GARVEY WHOLESALE BEVERAGE, INC., et al	CASE NUMBER: 30-2024-01392739-CU-OE-CXC
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: 10886787 (22704941)

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. ☒ Summons
 - b. ☒ Complaint
 - c. ☒ Alternative Dispute Resolution (ADR) Package
 - d. ☒ Civil Case Cover Sheet *(served in complex cases only)*
 - e. ☐ Cross-Complaint
 - f. ☐ Other *(specify documents):*
3. a. Party served *(specify name of party as shown on documents served):*
 GARVEY WHOLESALE BEVERAGE, INC.
 b. ☒ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) *(specify name and relationship to the party named in item 3a):*
 Phillip Capriccio - Person Authorized to Accept Service of Process
4. Address where the party was served:
 2542 San Gabriel Blvd, Rosemead, CA 91770
5. I served the party *(check proper box)*
 - a. ☐ **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on *(date):* _____ (2) at *(time):* _____
 - b. ☒ **by substituted service.** On *(date):* Fri, Apr 19 2024 at *(time):* 01:58 PM I left the documents listed in item 2 with or in the presence of *(name and title or relationship to person indicated in item 3):*
 Pedro Garcia, Warehouse Manager
 - (1) ☒ **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) ☐ **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) ☐ **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on *(date):* _____ from *(city):* _____ or ☒ a declaration of mailing is attached.
 - (5) ☐ I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PLAINTIFF / PETITIONER: TIMOTHY COX, et al.
DEFENDANT / RESPONDENT: GARVEY WHOLESALE BEVERAGE, INC., et al

CASE NUMBER:
30-2024-01392739-CU-OE-CXC

5. c. ☐ **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
(1) on (date): (2) from (city):
(3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt.*) (Code Civ. Proc., § 415.30.)
(4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☐ **by other means** (*specify means of service and authorizing code section*):
☐ Additional page describing service is attached.
6. The "Notice to the Person Served" (on the summons) was completed as follows:
a. ☐ as an individual defendant.
b. ☐ as the person sued under the fictitious name of (*specify*):
c. ☐ as occupant.
d. ☒ On behalf of (*specify*): GARVEY WHOLESALE BEVERAGE, INC.
under the following Code of Civil Procedure section:
☒ 416.10 (corporation) ☐ 415.95 (business organization, form unknown)
☐ 416.20 (defunct corporation) ☐ 416.60 (minor)
☐ 416.30 (joint stock company/association) ☐ 416.70 (ward or conservatee)
☐ 416.40 (association or partnership) ☐ 416.90 (authorized person)
☐ 416.50 (public entity) ☐ 415.46 (occupant)
☐ other:
7. **Person who served papers**
a. Name: David Dugan
b. Address: 1400 N McDowell Blvd, Suite 300, Petaluma, CA 94954
c. Telephone number: 800-938-8815
d. **The fee for service was:** \$75.00
e. I am:
(1) ☐ not a registered California process server.
(2) ☐ exempt from registration under Business and Professions Code section 22350(b).
(3) ☒ a registered California process server:
(i) ☐ owner ☐ employee ☒ independent contractor
(ii) Registration No: #2018234402
(iii) County: Los Angeles
8. ☒ **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
or
9. ☐ **I am a California sheriff or marshal and** I certify that the foregoing is true and correct.

Date: April 19, 2024

David Dugan

(NAME OF PERSON WHO SERVED PAPERS / SHERIFF OR MARSHAL)

InfoTrack US, Inc. - P000634
1400 N McDowell Blvd, Suite 300
Petaluma, CA 94954
800-938-8815



(SIGNATURE)

PLAINTIFF / PETITIONER: TIMOTHY COX, et al.	CASE NUMBER:
DEFENDANT / RESPONDENT: GARVEY WHOLESALE BEVERAGE, INC., et al	30-2024-01392739-CU-OE-CXC

DECLARATION OF MAILING

(This form must be attached to another form or court paper before it can be filed in court.)

I am a citizen of the United States, over the age of 18 and not a party to the within action. My business address is 1400 N McDowell Blvd, Suite 300, Petaluma, CA 94954.

On 4/19/2024, after substituted service under section CCP 415.20(a) or 415.20(b) or FRCP 4(e)(2)(B) or FRCP 4(h)(1)(B) was made (if applicable), I mailed copies of the:

Complaint , Civil Case Cover Sheet, Summons, Alternative Dispute Resolution Information Package

to the person to be served at the place where the copies were left by placing a true copy thereof enclosed in a sealed envelope, with First Class postage thereon fully prepaid, in the United States Mail at Petaluma, CA, addressed as follows:

GARVEY WHOLESALE BEVERAGE, INC.
Phillip Capriccio - Person Authorized to Accept Service of Process
2542 San Gabriel Blvd
Rosemead, CA 91770.

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

Date: 4/19/2024

Sandra Alcala

(TYPE OR PRINT NAME)



(SIGNATURE OF DECLARANT)

☐ Attorney for ☐ Plaintiff ☐ Petitioner ☐ Defendant
☐ Respondent ☒ Other (Specify): InfoTrack US, Inc.

ATTORNEY OR PARTY WITHOUT ATTORNEY (<i>Name, State Bar number, and address</i>) Mirzayan Law, A Professional Law Corporation Natalie Mirzayan SBN 272217 26632 Town Cetner Drive Suite 300 Foothill Ranch, CA 92610 TELEPHONE NO: _____ FAX NO (<i>Optional</i>): _____ E-MAIL ADDRESS (<i>Optional</i>): mirzayanlaw@outlook.com ATTORNEY FOR (<i>Name</i>): Plaintiff	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 751 W. Santa Ana Blvd. MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana, 92701 BRANCH NAME: Civil Complex Center Santa Ana	
PLAINTIFF / PETITIONER: TIMOTHY COX, et al. DEFENDANT / RESPONDENT: GARVEY WHOLESALE BEVERAGE, INC., et al	CASE NUMBER: 30-2024-01392739-CU-OE-CXC
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: 10886785 (22704940)

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. ☒ Summons
 - b. ☒ Complaint
 - c. ☒ Alternative Dispute Resolution (ADR) Package
 - d. ☒ Civil Case Cover Sheet (*served in complex cases only*)
 - e. ☐ Cross-Complaint
 - f. ☐ Other (*specify documents*):
3. a. Party served (*specify name of party as shown on documents served*):
 NICHOLAS CAPRICCIO, an individual
 - b. ☐ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (*specify name and relationship to the party named in item 3a*):
4. Address where the party was served:
 2542 San Gabriel Blvd, Rosemead, CA 91770
5. I served the party (*check proper box*)
 - a. ☐ **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (*date*): _____ (2) at (*time*): _____
 - b. ☒ **by substituted service.** On (*date*): Tue, Apr 23 2024 at (*time*): 10:46 AM I left the documents listed in item 2 with or in the presence of (*name and title or relationship to person indicated in item 3*):
 Daisy Aragon, Accounting Manager
 - (1) ☒ (**business**) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) ☐ (**home**) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) ☐ (**physical address unknown**) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (*date*): _____ from (*city*): _____ or ☒ a declaration of mailing is attached.
 - (5) ☒ I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PLAINTIFF / PETITIONER: TIMOTHY COX, et al.
DEFENDANT / RESPONDENT: GARVEY WHOLESALE BEVERAGE, INC., et al

CASE NUMBER:
30-2024-01392739-CU-OE-CXC

5. c. ☐ **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
(1) on (date): (2) from (city):
(3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt.*) (Code Civ. Proc., § 415.30.)
(4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☐ **by other means** (*specify means of service and authorizing code section*):
☐ Additional page describing service is attached.
6. The "Notice to the Person Served" (on the summons) was completed as follows:
a. ☒ as an individual defendant.
b. ☐ as the person sued under the fictitious name of (*specify*):
c. ☐ as occupant.
d. ☐ On behalf of (*specify*):
under the following Code of Civil Procedure section:

☐ 416.10 (corporation)	☐ 415.95 (business organization, form unknown)
☐ 416.20 (defunct corporation)	☐ 416.60 (minor)
☐ 416.30 (joint stock company/association)	☐ 416.70 (ward or conservatee)
☐ 416.40 (association or partnership)	☐ 416.90 (authorized person)
☐ 416.50 (public entity)	☐ 415.46 (occupant)
☐ other:	
7. **Person who served papers**
a. Name: David Dugan
b. Address: 1400 N McDowell Blvd, Suite 300, Petaluma, CA 94954
c. Telephone number: 800-938-8815
d. **The fee for service was: \$120.00**
e. I am:
(1) ☐ not a registered California process server.
(2) ☐ exempt from registration under Business and Professions Code section 22350(b).
(3) ☒ a registered California process server:
(i) ☐ owner ☐ employee ☒ independent contractor
(ii) Registration No: 2018234402
(iii) County: Los Angeles
8. ☒ **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
or
9. ☐ **I am a California sheriff or marshal and** I certify that the foregoing is true and correct.

Date: April 23, 2024

David Dugan

(NAME OF PERSON WHO SERVED PAPERS / SHERIFF OR MARSHAL)

InfoTrack US, Inc. - P000634
1400 N McDowell Blvd, Suite 300
Petaluma, CA 94954
800-938-8815



(SIGNATURE)

PLAINTIFF / PETITIONER: TIMOTHY COX, et al.	CASE NUMBER:
DEFENDANT / RESPONDENT: GARVEY WHOLESALE BEVERAGE, INC., et al	30-2024-01392739-CU-OE-CXC

DECLARATION OF DILIGENCE

(This form must be attached to another form or court paper before it can be filed in court.)

Party Served: NICHOLAS CAPRICCIO, an individual

- 1) Unsuccessful Attempt: Apr 19, 2024, 2:03 pm PDT at Business: 2542 San Gabriel Blvd, Rosemead, CA 91770
Party to serve not in at this time.
- 2) Unsuccessful Attempt: Apr 22, 2024, 10:49 am PDT at Business: 2542 San Gabriel Blvd, Rosemead, CA 91770
Party to serve not available at this time.
- 3) Successful Attempt: Apr 23, 2024, 10:46 am PDT at Business: 2542 San Gabriel Blvd, Rosemead, CA 91770 received by Daisy Aragon. Age: 35; Ethnicity: Hispanic; Gender: Female; Weight: 145; Height: 5'8"; Hair: Brown; Eyes: Brown; Relationship: Accounting Manager ;

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

Date: April 23, 2024

David Dugan

(TYPE OR PRINT NAME)



(SIGNATURE OF DECLARANT)

☐ Attorney for ☐ Plaintiff ☐ Petitioner ☐ Defendant
☐ Respondent ☒ Other (*Specify*): Process Server

PLAINTIFF / PETITIONER: TIMOTHY COX, et al.	CASE NUMBER:
DEFENDANT / RESPONDENT: GARVEY WHOLESALE BEVERAGE, INC., et al	30-2024-01392739-CU-OE-CXC

DECLARATION OF MAILING

(This form must be attached to another form or court paper before it can be filed in court.)

I am a citizen of the United States, over the age of 18 and not a party to the within action. My business address is 1400 N McDowell Blvd, Suite 300, Petaluma, CA 94954.

On 4/23/2024, after substituted service under section CCP 415.20(a) or 415.20(b) or FRCP 4(e)(2)(B) or FRCP 4(h)(1)(B) was made (if applicable), I mailed copies of the:

Complaint, Civil Case Cover Sheet, Summons, Alternative Dispute Resolution Information Package

to the person to be served at the place where the copies were left by placing a true copy thereof enclosed in a sealed envelope, with First Class postage thereon fully prepaid, in the United States Mail at Fresno, CA. , addressed as follows:

NICHOLAS CAPRICCIO, an individual
2542 San Gabriel Blvd
Rosemead, CA 91770.

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

Date: 4/23/2024

Blanca Sigala

(TYPE OR PRINT NAME)



(SIGNATURE OF DECLARANT)

☐ Attorney for ☐ Plaintiff ☐ Petitioner ☐ Defendant
☐ Respondent ☒ Other (Specify): InfoTrack US, Inc.

ATTORNEY OR PARTY WITHOUT ATTORNEY (<i>Name, State Bar number, and address</i>) Mirzayan Law, A Professional Law Corporation Natalie Mirzayan SBN 272217 26632 Town Cetner Drive Suite 300 Foothill Ranch, CA 92610 TELEPHONE NO: _____ FAX NO (<i>Optional</i>): _____ E-MAIL ADDRESS (<i>Optional</i>): mirzayanlaw@outlook.com ATTORNEY FOR (<i>Name</i>): Plaintiff	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 751 W. Santa Ana Blvd. MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana, 92701 BRANCH NAME: Civil Complex Center Santa Ana	
PLAINTIFF / PETITIONER: TIMOTHY COX, et al. DEFENDANT / RESPONDENT: GARVEY WHOLESALE BEVERAGE, INC., et al	CASE NUMBER: 30-2024-01392739-CU-OE-CXC
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: 10886786 (22704942)

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. ☒ Summons
 - b. ☒ Complaint
 - c. ☒ Alternative Dispute Resolution (ADR) Package
 - d. ☒ Civil Case Cover Sheet (*served in complex cases only*)
 - e. ☐ Cross-Complaint
 - f. ☐ Other (*specify documents*):
3. a. Party served (*specify name of party as shown on documents served*):
 PHILLIP CAPRICCIO, an individual
 - b. ☐ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (*specify name and relationship to the party named in item 3a*):
4. Address where the party was served:
 2542 San Gabriel Blvd, Rosemead, CA 91770
5. I served the party (*check proper box*)
 - a. ☐ **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (*date*): _____ (2) at (*time*): _____
 - b. ☒ **by substituted service.** On (*date*): Tue, Apr 23 2024 at (*time*): 10:46 AM I left the documents listed in item 2 with or in the presence of (*name and title or relationship to person indicated in item 3*):
 Daisy Aragon, Accounting Manager
 - (1) ☒ (**business**) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) ☐ (**home**) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) ☐ (**physical address unknown**) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (*date*): _____ from (*city*): _____ or ☒ a declaration of mailing is attached.
 - (5) ☒ I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PLAINTIFF / PETITIONER: TIMOTHY COX, et al.
DEFENDANT / RESPONDENT: GARVEY WHOLESALE BEVERAGE, INC., et al

CASE NUMBER:
30-2024-01392739-CU-OE-CXC

5. c. ☐ **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
(1) on (date): (2) from (city):
(3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt.*) (Code Civ. Proc., § 415.30.)
(4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☐ **by other means** (*specify means of service and authorizing code section*):
☐ Additional page describing service is attached.
6. The "Notice to the Person Served" (on the summons) was completed as follows:
a. ☒ as an individual defendant.
b. ☐ as the person sued under the fictitious name of (*specify*):
c. ☐ as occupant.
d. ☐ On behalf of (*specify*):
under the following Code of Civil Procedure section:

☐ 416.10 (corporation)	☐ 415.95 (business organization, form unknown)
☐ 416.20 (defunct corporation)	☐ 416.60 (minor)
☐ 416.30 (joint stock company/association)	☐ 416.70 (ward or conservatee)
☐ 416.40 (association or partnership)	☐ 416.90 (authorized person)
☐ 416.50 (public entity)	☐ 415.46 (occupant)
☐ other:	
7. **Person who served papers**
a. Name: David Dugan
b. Address: 1400 N McDowell Blvd, Suite 300, Petaluma, CA 94954
c. Telephone number: 800-938-8815
d. **The fee for service was: \$75.00**
e. I am:
(1) ☐ not a registered California process server.
(2) ☐ exempt from registration under Business and Professions Code section 22350(b).
(3) ☒ a registered California process server:
(i) ☐ owner ☐ employee ☒ independent contractor
(ii) Registration No: 2018234402
(iii) County: Los Angeles
8. ☒ **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
or
9. ☐ **I am a California sheriff or marshal and** I certify that the foregoing is true and correct.

Date: April 23, 2024

David Dugan

(NAME OF PERSON WHO SERVED PAPERS / SHERIFF OR MARSHAL)

InfoTrack US, Inc. - P000634
1400 N McDowell Blvd, Suite 300
Petaluma, CA 94954
800-938-8815



(SIGNATURE)

PLAINTIFF / PETITIONER: TIMOTHY COX, et al.	CASE NUMBER:
DEFENDANT / RESPONDENT: GARVEY WHOLESALE BEVERAGE, INC., et al	30-2024-01392739-CU-OE-CXC

DECLARATION OF DILIGENCE

(This form must be attached to another form or court paper before it can be filed in court.)

Party Served: PHILLIP CAPRICCIO, an individual

- 1) Unsuccessful Attempt: Apr 19, 2024, 2:03 pm PDT at Business: 2542 San Gabriel Blvd, Rosemead, CA 91770
Party to serve not in at this time.
- 2) Unsuccessful Attempt: Apr 22, 2024, 10:49 am PDT at Business: 2542 San Gabriel Blvd, Rosemead, CA 91770
Party to serve not available at this time
- 3) Successful Attempt: Apr 23, 2024, 10:46 am PDT at Business: 2542 San Gabriel Blvd, Rosemead, CA 91770 received by Daisy Aragon. Age: 35; Ethnicity: Hispanic; Gender: Female; Weight: 145; Height: 5'8"; Hair: Brown; Eyes: Brown; Relationship: Accounting Manager;

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

Date: April 23, 2024

David Dugan

(TYPE OR PRINT NAME)



(SIGNATURE OF DECLARANT)

- | | | | |
|---------------------------------------|--|-------------------------------------|------------------------------------|
| ☐ Attorney for | ☐ Plaintiff | ☐ Petitioner | ☐ Defendant |
| ☐ Respondent | ☒ Other (<i>Specify</i>): Process Server | | |

PLAINTIFF / PETITIONER: TIMOTHY COX, et al.	CASE NUMBER:
DEFENDANT / RESPONDENT: GARVEY WHOLESALE BEVERAGE, INC., et al	30-2024-01392739-CU-OE-CXC

DECLARATION OF MAILING

(This form must be attached to another form or court paper before it can be filed in court.)

I am a citizen of the United States, over the age of 18 and not a party to the within action. My business address is 1400 N McDowell Blvd, Suite 300, Petaluma, CA 94954.

On 4/23/2024, after substituted service under section CCP 415.20(a) or 415.20(b) or FRCP 4(e)(2)(B) or FRCP 4(h)(1)(B) was made (if applicable), I mailed copies of the:

Complaint, Civil Case Cover Sheet, Summons, Alternative Dispute Resolution Information Package

to the person to be served at the place where the copies were left by placing a true copy thereof enclosed in a sealed envelope, with First Class postage thereon fully prepaid, in the United States Mail at Fresno, CA. , addressed as follows:

PHILLIP CAPRICCIO, an individual
2542 San Gabriel Blvd
Rosemead, CA 91770.

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

Date: 4/23/2024

Blanca Sigala

(TYPE OR PRINT NAME)



(SIGNATURE OF DECLARANT)

☐ Attorney for ☐ Plaintiff ☐ Petitioner ☐ Defendant
☐ Respondent ☒ Other (Specify): InfoTrack US, Inc.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) MIRZAYAN LAW, APLC Natalie Mirzayan SBN 272217 26632 Town Cetner Drive Suite 300 Foothill Ranch, CA 92610 TELEPHONE NO: (949) 285-3550 FAX NO (Optional): E-MAIL ADDRESS (Optional): mirzayanlaw@outlook.com ATTORNEY FOR (Name): Plaintiff	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 751 W. Santa Ana Blvd. MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana, 92701 BRANCH NAME: Civil Complex Center Santa Ana	
PLAINTIFF / PETITIONER: TIMOTHY COX, et al. DEFENDANT / RESPONDENT: GARVEY WHOLESALE BEVERAGE, INC., et al	CASE NUMBER: 30-2024-01392739-CU-OE-CXC
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: 10886784 (22704939)

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. ☒ Summons
 - b. ☒ Complaint
 - c. ☒ Alternative Dispute Resolution (ADR) Package
 - d. ☒ Civil Case Cover Sheet *(served in complex cases only)*
 - e. ☐ Cross-Complaint
 - f. ☐ Other *(specify documents):*
3. a. Party served *(specify name of party as shown on documents served):*
 SAN GABRIEL BEVERAGE GROUP
 - b. ☒ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) *(specify name and relationship to the party named in item 3a):*
 Nicholas Capriccio - Person Authorized to Accept Service of Process
4. Address where the party was served:
 2542 San Gabriel Blvd, Rosemead, CA 91770
5. I served the party *(check proper box)*
 - a. ☐ **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on *(date):* _____ (2) at *(time):* _____
 - b. ☒ **by substituted service.** On *(date):* Fri, Apr 19 2024 at *(time):* 01:58 PM I left the documents listed in item 2 with or in the presence of *(name and title or relationship to person indicated in item 3):*
 Pedro Garcia, Warehouse Manager
 - (1) ☒ **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) ☐ **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) ☐ **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on *(date):* _____ from *(city):* _____ or ☒ a declaration of mailing is attached.
 - (5) ☐ I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PLAINTIFF / PETITIONER: TIMOTHY COX, et al.
DEFENDANT / RESPONDENT: GARVEY WHOLESALE BEVERAGE, INC., et al

CASE NUMBER:
30-2024-01392739-CU-OE-CXC

5. c. ☐ **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
(1) on (date): (2) from (city):
(3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt.*) (Code Civ. Proc., § 415.30.)
(4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☐ **by other means** (*specify means of service and authorizing code section*):
☐ Additional page describing service is attached.
6. The "Notice to the Person Served" (on the summons) was completed as follows:
a. ☐ as an individual defendant.
b. ☐ as the person sued under the fictitious name of (*specify*):
c. ☐ as occupant.
d. ☒ On behalf of (*specify*): SAN GABRIEL BEVERAGE GROUP
under the following Code of Civil Procedure section:
☒ 416.10 (corporation) ☐ 415.95 (business organization, form unknown)
☐ 416.20 (defunct corporation) ☐ 416.60 (minor)
☐ 416.30 (joint stock company/association) ☐ 416.70 (ward or conservatee)
☐ 416.40 (association or partnership) ☐ 416.90 (authorized person)
☐ 416.50 (public entity) ☐ 415.46 (occupant)
☐ other:
7. **Person who served papers**
a. Name: David Dugan
b. Address: 1400 N McDowell Blvd, Suite 300, Petaluma, CA 94954
c. Telephone number: 800-938-8815
d. **The fee for service was: \$120.00**
e. I am:
(1) ☐ not a registered California process server.
(2) ☐ exempt from registration under Business and Professions Code section 22350(b).
(3) ☒ a registered California process server:
(i) ☐ owner ☐ employee ☒ independent contractor
(ii) Registration No: #2018234402
(iii) County: Los Angeles
8. ☒ **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
or
9. ☐ **I am a California sheriff or marshal and** I certify that the foregoing is true and correct.

Date: April 19, 2024

David Dugan

(NAME OF PERSON WHO SERVED PAPERS / SHERIFF OR MARSHAL)

InfoTrack US, Inc. - P000634
1400 N McDowell Blvd, Suite 300
Petaluma, CA 94954
800-938-8815



(SIGNATURE)

PLAINTIFF / PETITIONER: TIMOTHY COX, et al.	CASE NUMBER:
DEFENDANT / RESPONDENT: GARVEY WHOLESALE BEVERAGE, INC., et al	30-2024-01392739-CU-OE-CXC

DECLARATION OF MAILING

(This form must be attached to another form or court paper before it can be filed in court.)

I am a citizen of the United States, over the age of 18 and not a party to the within action. My business address is 1400 N McDowell Blvd, Suite 300, Petaluma, CA 94954.

On 4/19/2024, after substituted service under section CCP 415.20(a) or 415.20(b) or FRCP 4(e)(2)(B) or FRCP 4(h)(1)(B) was made (if applicable), I mailed copies of the:

Complaint , Civil Case Cover Sheet, Summons, Alternative Dispute Resolution Information Package

to the person to be served at the place where the copies were left by placing a true copy thereof enclosed in a sealed envelope, with First Class postage thereon fully prepaid, in the United States Mail at Petaluma, CA, addressed as follows:

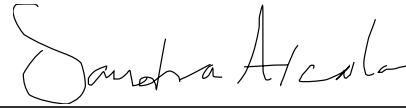
SAN GABRIEL BEVERAGE GROUP
 Nicholas Capriccio - Person Authorized to Accept Service of Process
 2542 San Gabriel Blvd
 Rosemead, CA 91770.

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

Date: 4/19/2024

Sandra Alcala

(TYPE OR PRINT NAME)



(SIGNATURE OF DECLARANT)

☐ Attorney for ☐ Plaintiff ☐ Petitioner ☐ Defendant
☐ Respondent ☒ Other (Specify): InfoTrack US, Inc.

ATTORNEY OR PARTY WITHOUT ATTORNEY (<i>Name, State Bar number, and address</i>) Mirzayan Law, A Professional Law Corporation Natalie Mirzayan SBN 272217 26632 Town Cetner Drive Suite 300 Foothill Ranch, CA 92610 TELEPHONE NO: _____ FAX NO (<i>Optional</i>): _____ E-MAIL ADDRESS (<i>Optional</i>): mirzayanlaw@outlook.com ATTORNEY FOR (<i>Name</i>): Plaintiff	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 751 W. Santa Ana Blvd. MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana, 92701 BRANCH NAME: Civil Complex Center Santa Ana	
PLAINTIFF / PETITIONER: TIMOTHY COX, et al. DEFENDANT / RESPONDENT: GARVEY WHOLESALE BEVERAGE, INC., et al	CASE NUMBER: 30-2024-01392739-CU-OE-CXC
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: 10886789 (22704943)

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. ☒ Summons
 - b. ☒ Complaint
 - c. ☒ Alternative Dispute Resolution (ADR) Package
 - d. ☒ Civil Case Cover Sheet (*served in complex cases only*)
 - e. ☐ Cross-Complaint
 - f. ☐ Other (*specify documents*):
3. a. Party served (*specify name of party as shown on documents served*):
 SCOTT BOGARDUS, an individual
 - b. ☐ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (*specify name and relationship to the party named in item 3a*):
4. Address where the party was served:
 2542 San Gabriel Blvd, Rosemead, CA 91770
5. I served the party (*check proper box*)
 - a. ☐ **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (*date*): _____ (2) at (*time*): _____
 - b. ☒ **by substituted service.** On (*date*): Tue, Apr 23 2024 at (*time*): 10:46 AM I left the documents listed in item 2 with or in the presence of (*name and title or relationship to person indicated in item 3*):
 Daisy Aragon, Accounting Manager
 - (1) ☒ (**business**) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) ☐ (**home**) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) ☐ (**physical address unknown**) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (*date*): _____ from (*city*): _____ or ☒ a declaration of mailing is attached.
 - (5) ☒ I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PLAINTIFF / PETITIONER: TIMOTHY COX, et al.
DEFENDANT / RESPONDENT: GARVEY WHOLESALE BEVERAGE, INC., et al

CASE NUMBER:
30-2024-01392739-CU-OE-CXC

5. c. ☐ **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
(1) on (date): (2) from (city):
(3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt.*) (Code Civ. Proc., § 415.30.)
(4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☐ **by other means** (*specify means of service and authorizing code section*):
☐ Additional page describing service is attached.
6. The "Notice to the Person Served" (on the summons) was completed as follows:
a. ☒ as an individual defendant.
b. ☐ as the person sued under the fictitious name of (*specify*):
c. ☐ as occupant.
d. ☐ On behalf of (*specify*):
under the following Code of Civil Procedure section:

☐ 416.10 (corporation)	☐ 415.95 (business organization, form unknown)
☐ 416.20 (defunct corporation)	☐ 416.60 (minor)
☐ 416.30 (joint stock company/association)	☐ 416.70 (ward or conservatee)
☐ 416.40 (association or partnership)	☐ 416.90 (authorized person)
☐ 416.50 (public entity)	☐ 415.46 (occupant)
☐ other:	
7. **Person who served papers**
a. Name: David Dugan
b. Address: 1400 N McDowell Blvd, Suite 300, Petaluma, CA 94954
c. Telephone number: 800-938-8815
d. **The fee for service was: \$75.00**
e. I am:
(1) ☐ not a registered California process server.
(2) ☐ exempt from registration under Business and Professions Code section 22350(b).
(3) ☒ a registered California process server:
(i) ☐ owner ☐ employee ☒ independent contractor
(ii) Registration No: 2018234402
(iii) County: Los Angeles
8. ☒ **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
or
9. ☐ **I am a California sheriff or marshal and** I certify that the foregoing is true and correct.

Date: April 23, 2024

David Dugan

(NAME OF PERSON WHO SERVED PAPERS / SHERIFF OR MARSHAL)

InfoTrack US, Inc. - P000634
1400 N McDowell Blvd, Suite 300
Petaluma, CA 94954
800-938-8815



(SIGNATURE)

PLAINTIFF / PETITIONER: TIMOTHY COX, et al.	CASE NUMBER:
DEFENDANT / RESPONDENT: GARVEY WHOLESALE BEVERAGE, INC., et al	30-2024-01392739-CU-OE-CXC

DECLARATION OF DILIGENCE

(This form must be attached to another form or court paper before it can be filed in court.)

Party Served: SCOTT BOGARDUS, an individual

- 1) Unsuccessful Attempt: Apr 19, 2024, 2:03 pm PDT at Business: 2542 San Gabriel Blvd, Rosemead, CA 91770
Party to serve not in at this time.
- 2) Unsuccessful Attempt: Apr 22, 2024, 10:48 am PDT at Business: 2542 San Gabriel Blvd, Rosemead, CA 91770
Party to serve not available at this time.
- 3) Successful Attempt: Apr 23, 2024, 10:46 am PDT at Business: 2542 San Gabriel Blvd, Rosemead, CA 91770 received by Daisy Aragon. Age: 35; Ethnicity: Hispanic; Gender: Female; Weight: 145; Height: 5'8"; Hair: Brown; Eyes: Brown; Relationship: Accounting Manager;

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

Date: April 23, 2024

David Dugan

(TYPE OR PRINT NAME)



(SIGNATURE OF DECLARANT)

- | | | | |
|---------------------------------------|--|-------------------------------------|------------------------------------|
| ☐ Attorney for | ☐ Plaintiff | ☐ Petitioner | ☐ Defendant |
| ☐ Respondent | ☒ Other (<i>Specify</i>): Process Server | | |

PLAINTIFF / PETITIONER: TIMOTHY COX, et al.	CASE NUMBER:
DEFENDANT / RESPONDENT: GARVEY WHOLESALE BEVERAGE, INC., et al	30-2024-01392739-CU-OE-CXC

DECLARATION OF MAILING

(This form must be attached to another form or court paper before it can be filed in court.)

I am a citizen of the United States, over the age of 18 and not a party to the within action. My business address is 1400 N McDowell Blvd, Suite 300, Petaluma, CA 94954.

On 4/23/2024, after substituted service under section CCP 415.20(a) or 415.20(b) or FRCP 4(e)(2)(B) or FRCP 4(h)(1)(B) was made (if applicable), I mailed copies of the:

Complaint, Civil Case Cover Sheet, Summons, Alternative Dispute Resolution Information Package

to the person to be served at the place where the copies were left by placing a true copy thereof enclosed in a sealed envelope, with First Class postage thereon fully prepaid, in the United States Mail at Fresno, CA. , addressed as follows:

SCOTT BOGARDUS, an individual
2542 San Gabriel Blvd
Rosemead, CA 91770.

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

Date: 4/23/2024

Blanca Sigala

(TYPE OR PRINT NAME)



(SIGNATURE OF DECLARANT)

☐ Attorney for ☐ Plaintiff ☐ Petitioner ☐ Defendant
☐ Respondent ☒ Other (Specify): InfoTrack US, Inc.

EXHIBIT C



LEMKE MEDIATION

Lemke Mediation
515 South Flower Street, Suite 1800
Los Angeles, CA 90071
Mark@LemkeMediation.com
(213) 926-6072

Invoice

Case Name
Timothy Cox v. Garvey Wholesale Beverage, Inc. et al. Case No. 30-2024-01392739-CU-OE-CXC

Invoice Date
3/7/25

Presented To
Natalie Mirzayan MIRZAYAN LAW, APLC 26632 Towne Center Dr., Suite 300 Foothill Ranch, CA 92610

Taxpayer ID
81-1821556

Description	Amount
Administration / Set Up	Included
Preparation	Included
Reasonable Travel	Included
Full Day Mediation (Online)*	\$8,000
Equal Split Between the Parties	
*Please note that any additional time is billed at \$850/hour	Balance \$4,000

Thank you for your business.

*If you have any questions or concerns, please contact Briana Castaneda at
Briana@LemkeMediation.com or at (949) 822-7272.

Account Number	Date Range	Report Date	Financial Account	Currency	Report Currency	Exchange Rate
422NN9DRD (MIRZAYAN LAW, APLC)	01-AUG-2024 - 31-OCT-2024	17-JUL-2026	United States Dollar		UNITED STATES DOLLAR	1.0

Billing data reports include estimated taxes. The official invoice includes taxes based on actual usage for usage-based services or/and default location for non-usage-based services at invoice period end.

SUMMARY BY CLIENT

CLIENT	CONTRACT GROSS	CONTRACT ADJUSTMENT	CONTRACT NET	TRANSACTIONAL GROSS	TRANSACTIONAL ADJUSTMENT	TRANSACTIONAL NET	TOTAL BEFORE TAX	TAXES*	TOTAL CHARGES
COX V. GARVEY WHOLESALE BEVERAGE GROUP	\$1216.00	\$-1009.04	\$206.96	\$0.00	\$0.00	\$0.00	\$206.96	\$0.00	\$206.96
Total:	\$1216.00	\$-1009.04	\$206.96	\$0.00	\$0.00	\$0.00	\$206.96	\$0.00	\$206.96

Account Number	Date Range	Report Date	Financial Account	Currency	Report Currency	Exchange Rate
422NN9DRD (MIRZAYAN LAW, APLC)	01-NOV-2024 - 31-DEC-2024	17-JUL-2026	United States Dollar		UNITED STATES DOLLAR	1.0

Billing data reports include estimated taxes. The official invoice includes taxes based on actual usage for usage-based services or/and default location for non-usage-based services at invoice period end.

SUMMARY BY CLIENT

CLIENT	CONTRACT GROSS	CONTRACT ADJUSTMENT	CONTRACT NET	TRANSACTIONAL GROSS	TRANSACTIONAL ADJUSTMENT	TRANSACTIONAL NET	TOTAL BEFORE TAX	TAXES*	TOTAL CHARGES
COX V. GARVEY WHOLESALE BEVERAGE GROUP	\$726.00	\$-608.91	\$117.09	\$0.00	\$0.00	\$0.00	\$117.09	\$0.00	\$117.09
Total:	\$726.00	\$-608.91	\$117.09	\$0.00	\$0.00	\$0.00	\$117.09	\$0.00	\$117.09

Account Number	Date Range	Report Date	Financial Account	Currency	Report Currency	Exchange Rate
422NN9DRD (MIRZAYAN LAW, APLC)	01-JAN-2025 - 31-MAR-2025	17-JUL-2026	United States Dollar		UNITED STATES DOLLAR	1.0

Billing data reports include estimated taxes. The official invoice includes taxes based on actual usage for usage-based services or/and default location for non-usage-based services at invoice period end.

SUMMARY BY CLIENT

CLIENT	CONTRACT GROSS	CONTRACT ADJUSTMENT	CONTRACT NET	TRANSACTIONAL GROSS	TRANSACTIONAL ADJUSTMENT	TRANSACTIONAL NET	TOTAL BEFORE TAX	TAXES*	TOTAL CHARGES
COX V. GARVEY WHOLESALE BEVERAGE GROUP	\$1122.00	\$-840.20	\$281.80	\$0.00	\$0.00	\$0.00	\$281.80	\$0.00	\$281.80
Total:	\$1122.00	\$-840.20	\$281.80	\$0.00	\$0.00	\$0.00	\$281.80	\$0.00	\$281.80

Account Number	Date Range	Report Date	Financial Account	Currency	Report Currency	Exchange Rate
422NN9DRD (MIRZAYAN LAW, APLC)	01-APR-2025 - 30-JUN-2025	17-JUL-2026	United States Dollar		UNITED STATES DOLLAR	1.0

Billing data reports include estimated taxes. The official invoice includes taxes based on actual usage for usage-based services or/and default location for non-usage-based services at invoice period end.

SUMMARY BY CLIENT

CLIENT	CONTRACT GROSS	CONTRACT ADJUSTMENT	CONTRACT NET	TRANSACTIONAL GROSS	TRANSACTIONAL ADJUSTMENT	TRANSACTIONAL NET	TOTAL BEFORE TAX	TAXES*	TOTAL CHARGES
COX V. GARVEY WHOLESALE BEVERAGE GROUP	\$1243.00	\$-1030.73	\$212.27	\$0.00	\$0.00	\$0.00	\$212.27	\$0.00	\$212.27
Total:	\$1243.00	\$-1030.73	\$212.27	\$0.00	\$0.00	\$0.00	\$212.27	\$0.00	\$212.27

Account Number	Date Range	Report Date	Financial Account	Currency	Report Currency	Exchange Rate
422NN9DRD (MIRZAYAN LAW, APLC)	01-JUL-2025 - 30-SEP-2025	17-JUL-2026	United States Dollar		UNITED STATES DOLLAR	1.0

Billing data reports include estimated taxes. The official invoice includes taxes based on actual usage for usage-based services or/and default location for non-usage-based services at invoice period end.

SUMMARY BY CLIENT

CLIENT	CONTRACT GROSS	CONTRACT ADJUSTMENT	CONTRACT NET	TRANSACTIONAL GROSS	TRANSACTIONAL ADJUSTMENT	TRANSACTIONAL NET	TOTAL BEFORE TAX	TAXES*	TOTAL CHARGES
COX V. GARVEY WHOLESALE BEVERAGE GROUP	\$1309.00	\$-1090.56	\$218.44	\$0.00	\$0.00	\$0.00	\$218.44	\$0.00	\$218.44
Total:	\$1309.00	\$-1090.56	\$218.44	\$0.00	\$0.00	\$0.00	\$218.44	\$0.00	\$218.44

Account Number	Date Range	Report Date	Financial Account	Currency	Report Currency	Exchange Rate
422NN9DRD (MIRZAYAN LAW, APLC)	01-OCT-2025 - 31-DEC-2025	17-JUL-2026	United States Dollar		UNITED STATES DOLLAR	1.0

Billing data reports include estimated taxes. The official invoice includes taxes based on actual usage for usage-based services or/and default location for non-usage-based services at invoice period end.

SUMMARY BY CLIENT

CLIENT	CONTRACT GROSS	CONTRACT ADJUSTMENT	CONTRACT NET	TRANSACTIONAL GROSS	TRANSACTIONAL ADJUSTMENT	TRANSACTIONAL NET	TOTAL BEFORE TAX	TAXES*	TOTAL CHARGES
COX V. GARVEY WHOLESALE BEVERAGE GROUP	\$1243.00	\$-1049.61	\$193.39	\$0.00	\$0.00	\$0.00	\$193.39	\$0.00	\$193.39
Total:	\$1243.00	\$-1049.61	\$193.39	\$0.00	\$0.00	\$0.00	\$193.39	\$0.00	\$193.39

Account Number	Date Range	Report Date	Financial Account	Currency	Report Currency	Exchange Rate
422NN9DRD (MIRZAYAN LAW, APLC)	01-JAN-2026 - 31-JAN-2026	17-JUL-2026	United States Dollar		UNITED STATES DOLLAR	1.0

Billing data reports include estimated taxes. The official invoice includes taxes based on actual usage for usage-based services or/and default location for non-usage-based services at invoice period end.

SUMMARY BY CLIENT

CLIENT	CONTRACT GROSS	CONTRACT ADJUSTMENT	CONTRACT NET	TRANSACTIONAL GROSS	TRANSACTIONAL ADJUSTMENT	TRANSACTIONAL NET	TOTAL BEFORE TAX	TAXES*	TOTAL CHARGES
COX V. GARVEY WHOLESALE BEVERAGE GROUP	\$462.00	\$-396.08	\$65.92	\$0.00	\$0.00	\$0.00	\$65.92	\$0.00	\$65.92
Total:	\$462.00	\$-396.08	\$65.92	\$0.00	\$0.00	\$0.00	\$65.92	\$0.00	\$65.92

Account Number	Date Range	Report Date	Financial Account	Currency	Report Currency	Exchange Rate
422NN9DRD (MIRZAYAN LAW, APLC)	01-FEB-2026 - 28-FEB-2026	17-JUL-2026	United States Dollar		UNITED STATES DOLLAR	1.0

Billing data reports include estimated taxes. The official invoice includes taxes based on actual usage for usage-based services or/and default location for non-usage-based services at invoice period end.

SUMMARY BY CLIENT

CLIENT	CONTRACT GROSS	CONTRACT ADJUSTMENT	CONTRACT NET	TRANSACTIONAL GROSS	TRANSACTIONAL ADJUSTMENT	TRANSACTIONAL NET	TOTAL BEFORE TAX	TAXES*	TOTAL CHARGES
COX V. GARVEY WHOLESALE BEVERAGE GROUP	\$407.00	\$-340.04	\$66.96	\$0.00	\$0.00	\$0.00	\$66.96	\$0.00	\$66.96
Total:	\$407.00	\$-340.04	\$66.96	\$0.00	\$0.00	\$0.00	\$66.96	\$0.00	\$66.96

Account Number	Date Range	Report Date	Financial Account	Currency	Report Currency	Exchange Rate
422NN9DRD (MIRZAYAN LAW, APLC)	01-MAR-2026 - 31-MAR-2026	17-JUL-2026	United States Dollar		UNITED STATES DOLLAR	1.0

Billing data reports include estimated taxes. The official invoice includes taxes based on actual usage for usage-based services or/and default location for non-usage-based services at invoice period end.

SUMMARY BY CLIENT

CLIENT	CONTRACT GROSS	CONTRACT ADJUSTMENT	CONTRACT NET	TRANSACTIONAL GROSS	TRANSACTIONAL ADJUSTMENT	TRANSACTIONAL NET	TOTAL BEFORE TAX	TAXES*	TOTAL CHARGES
COX V. GARVEY WHOLESALE BEVERAGE GROUP	\$462.00	\$-394.38	\$67.62	\$0.00	\$0.00	\$0.00	\$67.62	\$0.00	\$67.62
Total:	\$462.00	\$-394.38	\$67.62	\$0.00	\$0.00	\$0.00	\$67.62	\$0.00	\$67.62

Account Number	Date Range	Report Date	Financial Account	Currency	Report Currency	Exchange Rate
422NN9DRD (MIRZAYAN LAW, APLC)	01-APR-2026 - 30-APR-2026	17-JUL-2026	United States Dollar		UNITED STATES DOLLAR	1.0

Billing data reports include estimated taxes. The official invoice includes taxes based on actual usage for usage-based services or/and default location for non-usage-based services at invoice period end.

SUMMARY BY CLIENT

CLIENT	CONTRACT GROSS	CONTRACT ADJUSTMENT	CONTRACT NET	TRANSACTIONAL GROSS	TRANSACTIONAL ADJUSTMENT	TRANSACTIONAL NET	TOTAL BEFORE TAX	TAXES*	TOTAL CHARGES
COX V. GARVEY WHOLESALE BEVERAGE GROUP	\$451.00	\$-397.87	\$53.13	\$0.00	\$0.00	\$0.00	\$53.13	\$0.00	\$53.13
Total:	\$451.00	\$-397.87	\$53.13	\$0.00	\$0.00	\$0.00	\$53.13	\$0.00	\$53.13

Account Number	Date Range	Report Date	Financial Account	Currency	Report Currency	Exchange Rate
422NN9DRD (MIRZAYAN LAW, APLC)	01-MAY-2026 - 31-MAY-2026	17-JUL-2026	United States Dollar		UNITED STATES DOLLAR	1.0

Billing data reports include estimated taxes. The official invoice includes taxes based on actual usage for usage-based services or/and default location for non-usage-based services at invoice period end.

SUMMARY BY CLIENT

CLIENT	CONTRACT GROSS	CONTRACT ADJUSTMENT	CONTRACT NET	TRANSACTIONAL GROSS	TRANSACTIONAL ADJUSTMENT	TRANSACTIONAL NET	TOTAL BEFORE TAX	TAXES*	TOTAL CHARGES
COX V. GARVEY WHOLESALE BEVERAGE GROUP	\$429.00	\$-360.60	\$68.40	\$0.00	\$0.00	\$0.00	\$68.40	\$0.00	\$68.40
Total:	\$429.00	\$-360.60	\$68.40	\$0.00	\$0.00	\$0.00	\$68.40	\$0.00	\$68.40

Account Number	Date Range	Report Date	Financial Account	Currency	Report Currency	Exchange Rate
422NN9DRD (MIRZAYAN LAW, APLC)	01-JUN-2026 - 30-JUN-2026	17-JUL-2026	United States Dollar		UNITED STATES DOLLAR	1.0

Billing data reports include estimated taxes. The official invoice includes taxes based on actual usage for usage-based services or/and default location for non-usage-based services at invoice period end.

SUMMARY BY CLIENT

CLIENT	CONTRACT GROSS	CONTRACT ADJUSTMENT	CONTRACT NET	TRANSACTIONAL GROSS	TRANSACTIONAL ADJUSTMENT	TRANSACTIONAL NET	TOTAL BEFORE TAX	TAXES*	TOTAL CHARGES
COX V. GARVEY WHOLESALE BEVERAGE GROUP	\$484.00	\$-425.77	\$58.23	\$0.00	\$0.00	\$0.00	\$58.23	\$0.00	\$58.23
Total:	\$484.00	\$-425.77	\$58.23	\$0.00	\$0.00	\$0.00	\$58.23	\$0.00	\$58.23