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MARIO REGALADO CONTRERAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MARIO REGALADO CONTRERAS, as an individual and on behalf of all others similarly situated,

Plaintiff,

v.

INMAR SUPPLY CHAIN SOLUTIONS, LLC, a North Carolina limited liability company; and DOES 1 through 100, inclusive,

Defendants.

Case No. 30-2024-01444626-CU-OE-CXC

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

DECLARATION OF MILAN MOORE IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Date: December 17, 2026
Time: 2:00 p.m.
Dept.: CX102

I, MILAN MOORE, declare as follows:

1. I am a Partner at Lidman Law, APC, counsel for the named plaintiff Mario Regalado Contreras ("Plaintiff") and the proposed Settlement Class in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2015 graduate of UConn School of Law. I was admitted to the California State Bar in December 2015 after passing the bar exam on my first attempt. Since that time, I have practiced exclusively in the area of employment litigation. Prior to joining Lidman Law, APC, I worked for an employment litigation boutique, where I successfully represented employees in discrimination, harassment, retaliation and wrongful termination cases in both state and federal court. While non-exhaustive, the type of work I performed included: conducting client intakes, performing pre-filing research and analysis, drafting complaints, attending court hearings, corresponding with opposing counsel, drafting and responding to written discovery, preparing for and taking and defending depositions, drafting and opposing motions for remand, demurrers and motions to strike, motions to compel, drafting mediation briefs, and attending mediations.

3. Beginning on June 11, 2018, I worked as an associate at my current firm, Lidman Law, APC. In December 2024, I was promoted to Partner. I am currently staffed on approximately seventy (70) active wage and hour class action lawsuits in both state and federal court.

4. I have been appointed Class Counsel in *Hanke v. C&W Facility Services, Inc*., Case No. CIVDS1814412, California Superior Court, County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc*., Case No. BC685960, California Superior Court, County of Los Angeles, Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc*., Case No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Fregoso v. Amerigas Propane, Inc*., Case No. BC697973, California Superior Court, County of Los Angeles, Honorable Rafael A. Ongkeko presiding; *Teran v. Western Plastics, Inc*., Case No. RIC1722619, California Superior Court, County of Riverside, Honorable Judge Sunshine Sykes

presiding; *Villegas de Torres v. El Monte Superstore Inc*., Case No. BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley presiding; *Guzman v. Century Blinds,* Case No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing,* Case No. CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding*; Romero v. Fillmore Hospitality, LLC,* Case No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson presiding; *Davis v. WeDriveU*, Case No. 18CV322578, California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v. Canton Food Co., Inc*., Case No. BC685001, California Superior Court, County of Los Angeles, Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*, Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District of California, the Honorable Judge Philip S. Gutierrez presiding.

5. In 2023, 2024 and 2025, Thomson Reuters and Los Angeles Magazine recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyer. This is an honor awarded to no more than two and a half percent of attorneys under the age of forty in Southern California each year.

6. I have been intimately involved in every aspect of this case from its inception through the present, and I believe that the proposed Settlement is a favorable result for the Settlement Class Members under the circumstances presented.

7. On December 6, 2024, Plaintiff filed a putative class action complaint against Defendant in Orange County Superior Court ("Class Action").

8. On February 10, 2025, Plaintiff filed a First Amended Complaint.

9. On October 14, 2025, pursuant to the terms of the settlement, Plaintiff filed a stipulation to file a Second Amended Complaint, which is still pending at the time of this filing.

10. Therefore, Plaintiff alleges that Defendant: (1) engaged in minimum wage violations; (2) failed to pay all overtime wages; (3) engaged in meal period violations; (4) engaged in rest period violations; (5) is subject to wage statement penalties; (6) is subject to waiting time penalties; (7) failed to

reimburse for all necessary business expenditures; (8) engaged in unfair competition; and (9) is liable for civil penalties under the PAGA.

11. As explained in detail in the Motion for Preliminary Approval, Plaintiffs' primary theories of liability are related to Defendants' alleged unlawful wage and timekeeping policies and practices.

12. Plaintiff alleges that he and Settlement Class Members were not fully compensated for all of their time worked. Specifically, Plaintiff contends that Defendant did not compensate its non-exempt employees for the time spent preparing for work prior to clocking in and/or time spent working at the end of a shift after clocking out. *Id*. Accordingly, Plaintiff contends that Defendant did not compensate Plaintiff and other non-exempt employees for all minimum and overtime wages earned.

13. Defendant contends that it compensated Settlement Class members for all of their time worked. Defendant further asserts that Plaintiff would be unable to certify this class given the individualized inquiries that would be required.

14. Plaintiff alleges that he and the Settlement Class Members were not provided with all legally-compliant meal periods beginning before the end of the fifth hour of work, nor were they provided second meal periods when working shifts longer than 10.0 hours. Specifically, Plaintiff alleges Defendant's supervisors were responsible for scheduling meal periods and Plaintiff and Settlement Class members were not permitted to take their meal periods unless and until their supervisor affirmatively relieved them from their duties. As a result of this human-controlled process for providing meal periods, and the work demands imposed by Defendant, Plaintiff contends that Settlement Class members were not provided with a meal period until after the fifth hour of work had concluded.

15. Defendant counters that it has always maintained a lawful meal period policy and provided non-exempt employees with an opportunity to take all legally compliant meal periods, and any non-compliant meal periods reflected in employee timekeeping records were solely the result of employee choice, rather than any policy or practice of Defendant. Defendant points out that it is only required to "provide" the opportunity to take meal periods, not "ensure" meal periods are taken, and that they have always done so. Finally, Defendant contends Plaintiff's meal period claim is not suited for class certification, given that individual inquiries would be required to assess which employees took non-

compliant meal periods, how many meal periods were non-compliant or missed, and the reasons why a particular employee took a non-compliant meal period or missed a meal period during a particular shift.

16. Plaintiff alleges that he and Settlement Class Members were also not authorized and permitted to take all required rest periods due to Defendant's rest period policies and practices. Specifically, Plaintiff alleges that due to the nature of the business and supervisors being responsible for releasing employees for rest periods, Plaintiff and Settlement Class members were unable to take any required rest periods.

17. Defendant contends it has always maintained and enforced lawful rest period policies and practices, and that Settlement Class Members were authorized and permitted to take all off-duty rest periods in compliance with California law. Defendant also argues that Plaintiff's rest period claim is inherently unsuited for class treatment as it requires an individualized inquiry into whether each Settlement Class Member was in fact authorized and permitted to take a compliant rest period, which would devolve into an unmanageable series of mini-trials.

18. Plaintiff alleges Defendant failed to reimburse non-exempt employees for all necessary business expenses incurred. Specifically, Defendant required Plaintiff and non-exempt employees to use their personal cell phones for work-related purposes but did not reimburse the non-exempt employees for such usage in violation of Labor Code § 2802.

19. Defendant contends employees were not required to use their personal electronic devices to communicate with team members and would only do so at their own volition, and were prohibited by Defendant's policies from using personal devices. Defendant further contends that any purportedly necessary expenses incurred by non-exempt employees were minimal.

20. Plaintiff further alleges that Defendant issued inaccurate wage statements in violation of Labor Code § 226 as a result of the alleged unpaid meal and rest period premium wages described above. Specifically, Plaintiff contends that this conduct violated Labor Code § 226(a) because the wage statements issued to Settlement Class Members did not include all hours worked and the rate at which they were being paid.

21. Defendant argues that its alleged wage statement violations could not be shown to be

"knowing and intentional," and that Plaintiff cannot show that he or any other employee "suffer[ed] injury" as a result of the alleged wage statement violations, as required by Lab. Code § 226(e) for imposition of penalties.

22. Plaintiff alleges that Defendant is also liable for waiting time penalties under Labor Code section 203 as a result of its failure to pay all wages owed upon termination/separation of employment.

23. Defendant asserts it has strong defenses to the waiting time claim because there exist good-faith disputes as to Plaintiff's underlying claims, precluding imposition of penalties.

24. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged Labor Code violations.

25. Defendant argues that Plaintiff's PAGA claim will fail for the same reasons that his underlying claims will fail. Defendant also maintain that, given its good faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant liable for any of Plaintiff's claims.

26. In advance of mediation, Defendant produced a sampling of timekeeping and payroll data for the putative class, as well as its wage and hour policies and other relevant documents and information relevant to the claims alleged. Inmar Supply also provided sufficient information for Plaintiff to calculate the necessary metrics, including without limitation, class size, number of workweeks, and pay periods. *Id*. After the detailed review of the documents and data produced by Defendant, Class Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. This informal discovery allowed the parties to assess the merits and value of Plaintiff's claims and Inmar Supply's defenses thereto. In addition to the representative sampling, Inmar Supply produced key data points and all relevant written wage and hour policies in effect during the relevant time periods. Specifically, Plaintiff was provided with the following:

- Plaintiff's personnel files and timekeeping and payroll documents;
- The hire and termination dates for the putative class that enabled Plaintiff to calculate key data points, including total number of employees, workweeks, and pay periods during the relevant time period; and
- Exemplars of the wage statements provided during the relevant time period.

Id. This information coupled with the representative data sampling, enabled Plaintiff to extrapolate to the entire class and aided in Plaintiff's creation of a class-wide exposure model for all the claims at issue, including unpaid wages and penalties potentially owed for alleged minimum and overtime wages, meal and rest period violations, and unpaid wages.

27. On July 14, 2025, a mediation was held with Michael D. Young, Esq. a well-respected wage and hour mediator. During mediation, the Parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims and defenses. Ultimately, the parties reached a settlement in principle In the weeks that followed, the parties finalized the terms of settlement and executed the Stipulation of Class and PAGA Action Settlement ("Settlement").

28. Plaintiff submitted the Settlement to the Court and the LWDA with his Motion for Preliminary Approval on November 3, 2025. On May 29, 2026, the Court required the Parties to amend the settlement agreement and submit a supplemental brief. The Parties executed an Amended Class Action and PAGA Settlement Agreement and submitted it to the Court and LWDA with supplemental briefing on June 30, 2026.

29. On August 19, 2026, the Court issued an order Granting Preliminary Approval of the Settlement. A true and correct copy of the Order Granting Preliminary Approval is attached hereto as **Exhibit A**. Plaintiff submitted the Order Granting Preliminary Approval to the LWDA on August 24, 2026. A true and correct copy of the submission to the LWDA of the Order Granting Preliminary Approval is attached hereto as **Exhibit B**.

30. The Settlement Class encompasses: all persons currently or formerly employed by Defendant Inmar Supply Chain Solutions, LLC as non-exempt, hourly-paid employees who worked in California during the Class Period." For purposes of this Settlement Agreement, the "Class Period" is

defined to mean the period from January 6, 2022, through July 14, 2025.

31. In my experience in wage and hour class action matters similar to this one, fee awards generally average around one-third of the gross recovery.

32. My law firm's and co-counsel's work on this case includes, but is not limited to: pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing Defendant's documents and policies, propounding written discovery, analyzing Settlement Class Members' timekeeping data and payroll records, drafting a mediation brief, preparing for and attending mediation, negotiating and revising the memorandum of understanding, negotiating and revising the long-form Settlement, drafting the preliminary approval motion and attending the hearing, fielding calls from Class Members, communicating with the Settlement Administrator, preparing this Motion, and otherwise litigating the case.

33. Class Counsel should also be compensated for the risks involved in undertaking this litigation and expending considerable effort, all while working on a pure contingency basis. Since undertaking representation of Plaintiff, Class Counsel have borne all the costs of litigation without receiving any compensation for almost three years. During this time, Class Counsel have expended a total of $11,229.15 in actual costs, have devoted substantial time to this litigation, and expect to incur approximately $169.04 future costs for filing this motion, the final declaration regarding distribution of settlement, service and messenger fees, and/or postage fees for a total of $11,398.19. A true and correct copy of my firm and co-counsel's firm's costs is attached hereto as **Exhibit C**.

34. My experience in matters similar to this one was integral in evaluating the strengths and weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and federal law, as well as the procedural law of class action litigation. This case involved legal issues including questions surrounding Defendant's obligation to "provide" meal periods and "authorize and permit" rest periods, and the propriety of statutory penalties, to name just a few.

35. Given the considerable potential for adverse outcomes in this case, including, but not limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel

was great. In addition to the legal and procedural challenges this lawsuit presented, there were also other practical challenges. There was a real risk that my firm and co-counsel's firm would not be compensated for our work, because our firms handled this matter on a purely contingent basis. Thus, Plaintiffs were not responsible for paying my firm's attorneys' fees and my firm could only recover attorneys' fees if Plaintiffs were successful. By the time I (or someone from my firm) attend the final approval hearing in this matter, my firm and co-counsel firm will have litigated this case for over 2 years with no payment, all while bearing the risk of non-payment if Plaintiffs were unsuccessful. Moreover, Class Counsel has advanced a total of $11,229.15 (and anticipate incurring an additional $169.04 in actual costs in connection with the final approval, final distribution, and related tasks) in litigation costs on a contingency basis, which also carried risk because Class Counsel would not recoup its costs in the event Plaintiff did not prevail in this lawsuit.

36. In this case, Class Counsel have a lodestar of **$112,907.50** which is ***2.12 times more*** than $53,333.33 fee request. The following is a general summary showing the number of hours of work performed by each attorney and paralegal in my firm and/or co-counsel's firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (27th Year Attorney)	$950	36.1	$34,295.00
Paul K. Haines (19th Year Attorney)	$975	11.2	$10,920.00
Milan Moore (10th Year Attorney)	$725	70.8	$51,330.00
Tiara Gose-Hardy (7th Year Attorney)	$625	18.9	$11,812.50
Paralegals	$250	18.2	$4,550.00
Total Lodestar			**$112,907.50**

Attached as **Exhibit D** is a true and correct copy of the billing records of Class Counsel**.**

37. Mr. Lidman's proposed hourly rate of $950, Mr. Haines' proposed hourly rate of $975, my proposed hourly rate of $725, and Ms. Gose-Hardy's rate of $625, are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates and our co-counsel's requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit E**. Based on the *Laffey* Matrix, the hourly rate for a 20-plus year attorney

is $1,227, the hourly rate for a 19th year attorney is $1,019, the hourly rate for a 10th year attorney is $902, and the hourly rate for a 7th year attorney is $625.

38. The attorneys' fee award requested is consistent with those routinely awarded by California superior courts. California superior courts frequently grant common fund awards of 33%. *See, e.g., Ochoa v. Haralambos Beverage Co*., No. BC319588 (Super. Ct., Los Angeles County, Feb. 1, 2007) (33.3% fee award with no mention of lodestar crosscheck); *Jones v. Alliance Imaging, Inc*., No. RG05210418 (Super. Ct., Alameda County, Nov. 27, 2006) (33% fee award with no mention of lodestar crosscheck); *Wisniewski v. Pacific Maritime Assoc*., No. BC293134 (Super. Ct., Los Angeles County, Nov. 20, 2006) (30.7% fee award from $12.9 million settlement with no mention of lodestar crosscheck); *Garcia v. Save Mart Supermarkets*, No. 312026 (Super. Ct., Stanislaus County, Aug. 3, 2004) (33% fee award with no mention of lodestar crosscheck); *Terrell v. Ocean's 11 Casino, Inc*., No. GIC795732 (Super. Ct., San Diego County, Feb. 10, 2004) (approving 33% fee award); *Big Lots Overtime Cases*, JCC Proceeding No. 4283, San Bernardino County Superior Court, Feb 4, 2004) (approving a 33% fee recovery); *Tokar v. GEICO*, (San Diego Superior Court, No. GIC 810166, July 9, 2004) (approving award of 33-1/3%); *Davis v. The Money Store, Inc*., (San Diego County Superior Court, No. 99AS01716, December 26, 2000) (33-13% of the settlement)

39. Indeed, numerous courts have awarded attorneys' fees of up to, or in excess of 40% of the common fund. *Ammari Electronics, et al. v. Pacific Bell Directory*, Alameda County Sup. Ct., Case No. RG05198014 (awarded 43.8%) (2015); *In re California Indirect Purchaser X Ray Film Antitrust Litigation*, San Francisco Sup. Ct. 1998 (citing *Abzug v. Kerkorian, Los Angeles Sup. Ct*., Nov. 19, 1990, Case No. CA-00981 (45%) and *Haitz v. Meyer*, Alameda County Sup. Ct., August 20, 1990, Case No. 5729683 (45%)); *Hall v. Cinema 7, Inc*., San Francisco Sup. Ct., July 16, 2008, Case No. CGC-01-409105 (53%); and *Rundberg v. Intrawest Napa Dev. Co*., Napa County Sup. Ct., January 15, 2014, Case No. 26-56886 (40%).

40. The fee award will be split as follows: 60% to Haines Law Group, APC and 40% to Lidman Law, APC.

41. Plaintiff has provided written approval of the split of attorneys' fees in this action.

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

43. The requested service award to Plaintiff of $7,500.00 is also reasonable. Plaintiff took on significant risks, including the risk that he could be liable for Defendant's costs if this case was unsuccessful. Plaintiff also was integral in the prosecution of this action, by, among other things, providing substantial factual information and documents to Class Counsel, attending multiple conferences with Class Counsel to discuss the claims and theories at issue in the litigation, being available for mediation, as well as the significant risks Plaintiffs undertook by agreeing to serve as the named plaintiffs in this case. Further, Plaintiff put his future employment prospects at risk by becoming a named plaintiff in an employment action since the lawsuit is public record and may become known to prospective employers when evaluating them for employment. Additionally, Plaintiff agreed to a general release and a 1542 waiver.

44. Pursuant to Labor Code § 2699(1)(2), Plaintiff is submitting a copy of the Motion for Final Approval and all supporting documents via the LWDA's website on the same date that it is filing this motion and will file a proof of service after the Motion for Final Approval and all supporting documents are submitted to the LWDA.

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

Executed on November 19, 2026, at El Segundo, California.



Milan Moore

EXHIBIT A

EXHIBIT A

Electronically Filed by Superior Court of California, County of Orange, 08/19/2026 03:00:00 PM.
30-2024-01444626-CU-OE-CXC - ROA # 108 - DAVID H. YAMASAKI, Clerk of the Court By G. Ramirez, Deputy Clerk.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MARIO REGALADO CONTRERAS, as an individual and on behalf of all others similarly situated,

Plaintiff,

v.

INMAR SUPPLY CHAIN SOLUTIONS, LLC, a North Carolina limited liability company; and DOES 1 through 100, inclusive,

Defendants.

Case No. 30-2024-01444626-CU-OE-CXC

[*Assigned for all purposes to the Honorable Layne H. Melzer, Dept. CX102*]

FURTHER AMENDED [~~PROPOSED~~] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date: July 23, 2026
Time: 2:00 p.m.
Dept.: CX102

The Motion of Plaintiff Mario Regalado Contreras ("Plaintiff") for Preliminary Approval of Class Action Settlement ("Motion") came on regularly for hearing before this Court on July 23, 2026 at 2:00 p.m. in Department CX102. The Court, having considered the proposed Amended Stipulation of Class and PAGA Action Settlement (the "Settlement"), attached as Exhibit B to the Supplemental Declaration of Scott M. Lidman filed concurrently herewith (ROA # 94) and attached hereto as **Exhibit A**; having considered Plaintiff's Motion (ROA # 64), Memorandum of Points and Authorities in support thereof (ROA # 64) , and supporting declarations filed therewith (ROA # 46, 48,50, 52, 54 and 56); and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class action settlement as set forth in the Settlement and finds it terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Fairness Hearing. For purposes of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Settlement Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following Settlement Class:

> All persons currently or formerly employed by Defendant Inmar Supply Chain Solutions, LLC as non-exempt, hourly-paid employees who worked in California during the Class Period.
>
> For purposes of this Settlement Agreement, the "Class Period" is defined to mean the period from January 6, 2022, through July 14, 2025.

Additionally, for the purposes of this settlement only, Aggrieved Employees shall be defined as:

> All persons who are or were employed by Defendant Inmar Supply Chain Solutions, LLC as non-exempt or hourly employees in California during the PAGA Period.
>
> For purposes of this Settlement Agreement, the "PAGA Period" is defined to mean the period from December 6, 2023, through July 14, 2025.

2. For purposes of the Settlement, the Court designates named Plaintiff Mario Regalado Contreras as Class Representative, which means the named Plaintiff in the Operative Complaint, and Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC as Class Counsel.

3. The Court conditionally designates Phoenix Settlement Administrators ("Phoenix") as the third-party Settlement Administrator for mailing notices.

4. The Court approves, as to form and content, the following documents to be mailed to the Settlement Class in both English and Spanish:

a. Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval attached hereto as **Exhibit B**;

b. Allocation Form attached hereto as **Exhibit C**;

c. Request for Exclusion Form attached hereto as **Exhibit D**; and

d. Objection Form attached hereto as **Exhibit E**.

5. The Court finds that the form of notice to the Settlement Class regarding the pendency of the action and of the Settlement, and the methods of giving notice to Settlement Class members, constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to all members of the Settlement Class. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

6. The Court further approves the procedures for Settlement Class members to opt out of or object to the Settlement, as set forth in the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval.

7. The procedures and requirements for filing objections in connection with the Final Fairness Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class member's objection to the Settlement, in accordance with the due process rights of all Settlement Class members.

8. The Court directs the Settlement Administrator to mail the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval to all of the Class members in accordance with the terms of the Settlement.

9. The Class Notice shall provide at least 60 calendar days' notice for Settlement Class members to dispute, opt out of, or object to, the Settlement.

10. Specifically, any dispute, including any supporting documentation, must be mailed, emailed or faxed to the Settlement Administrator and postmarked, emailed or faxed by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Parties shall file with the Court all disputes submitted by Settlement Class Members, including the evidence submitted and the resolution of the disputes. Although the Settlement Administrator may make the initial decision regarding claim disputes, the Court may review any initial decision made by the Settlement Administrator regarding a claim dispute. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement. In the absence of a dispute, the Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class Member and the Parties, unless the Court determines otherwise. In the case of any unresolved dispute, the Court will ultimately decide.

11. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Inmar Supply's counsel) or by appearing at the Final Fairness Hearing to object orally personally or through counsel. Inmar Supply's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any written objection must: (1) contain the objecting Settlement Class Member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class Member for purposes of the objection; (2) a concise statement of the

objection; and (3) be postmarked, emailed or faxed no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing irrespective of whether they submitted any written objections.

12. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class Member; (2) contain a statement that the Settlement Class Member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class Member; and (4) be postmarked, emailed or faxed by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except that a Request for Exclusion not containing a Settlement Class Member's telephone number and last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement, except insofar as such Settlement Class Member is a PAGA Employee, nor shall any such individual have any right to object, appeal or comment thereon.

13. The Final Fairness Hearing on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department CX102 of the above-entitled Court, located at 751 West Santa Ana, CA 92701, on December 10, 2026 at 2:00 p.m.

14. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for reasonable attorneys' fees ($53,333.33), reimbursement of

litigation expenses ($20,000.00), service award to Plaintiff ($7,500.00), settlement administrator costs ($8,500.00), and payment to the Labor and Workforce Development Agency ("LWDA") for penalties under the Labor Code Private Attorneys General Act ("PAGA") for $6,500.00 and Aggrieved Employees for PAGA penalties of $3,500.00 from the Gross Settlement Amount of $160,000.00 should be granted.

15. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiff's service award, settlement administration costs, and payment to the LWDA for PAGA penalties prior to the Final Fairness Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

16. An implementation schedule is below:

Event	**Date**
Defendants to provide Class Data to Settlement Administrator	20 calendar days after the Court enters an order granting preliminary approval.
Settlement Administrator to mail Notice Packets to Class Members	10 business days after receiving Class Data from Defendant
Deadline for Class Members to request exclusion from, submit disputes, or object to, the Settlement	60 calendar days after mailing of the Notice by the Settlement Administrator
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement (and to respond to any objections):	16 Court days before the Final Fairness Hearing (November 16, 2026)
Final Fairness Hearing:	December 17, 2026 at 2:00 p.m.

17. Pending the Final Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

18. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

//

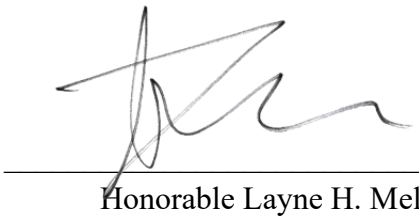
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19. The Court has continued jurisdiction pursuant to both California Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h).

IT IS SO ORDERED.

Dated: _August 19, 2026



Honorable Layne H. Melzer
Judge of the Superior Court

EXHIBIT B

EXHIBIT B

From: no-reply@formassembly.com
To: Marlyn Ajanel
Subject: Thank you for your Court Order or Judgment Submission
Date: Monday, August 24, 2026 5:21:22 PM

08/24/2026 05:21:06 PM

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

Item submitted: Court Order or Judgment

On 08/24/2026 05:21:06 PM your Court Order or Judgment was successfully processed for case number LWDA-CM-1065622-24

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT C

EXHIBIT C

Expense Summary
Mario Regalado Contreras v. Inmar Supply Chain Solutions, LLC

EXPENSE	AMOUNT
Mediation Costs	$8,450.00
Filing Fees	$2,317.83
First Legal Fees	$377.18
Copying Costs	$13.25
Postage Costs	$70.89
Anticipated Costs for filing the Final Approval motion, service fees	$169.04*
TOTAL:	**$11,398.19**

*The anticipated costs are based on the following items Plaintiff anticipates having to file in connection with the Motion for Final Approval. All expenses are based on actual costs incurred in prior final approval motions filed in this Court.

EXPENSE	AMOUNT
Filing of Final Approval Motion	$88.18
Filing of POS of FA Motion	$24.53
Filing of Amended Proposed Order based on Court's Ruling	$17.71
Filing of Notice of Ruling	$17.71
Filing of Disbursement Declaration	$20.91
TOTAL	**$169.04**

EXHIBIT D

EXHIBIT D

Lidman Law, APC and Haines Law Group, APC

Billing Summary

Mario Regalado Contreras v. Inmar Supply Chain Solutions, LLC

Activity	Billing Initials/Hrs/Rate	Amount
Initial case research; client intake interviews; review of personnel file payroll records, and other client documents; and new client onboarding.	SML 1.4 hrs @ $950/hr PKH 1.1 hrs @ $975/hr MM 2.3 hrs @ $725/hr Paral. 1.5 hrs @ $250/hr	$4,445.00
Legal research regarding claims; drafting class action complaint and LWDA letters; initiating lawsuit.	SML 0.7 hrs @ $950/hr MM 1.8 hrs @ $725/hr Paral. 0.5 hrs @$250/hr	$2,095.00
Prepare and file amended complaints.	SML 0.6 hrs @ $950/hr MM 1.2 hrs @$725/hr TGH 0.5 hrs @$625/hr Paral. 0.5 hrs @$250/hr	$1,877.50
Meeting and conferring with defense counsel regarding case and mediation; conducting detailed review and analysis of timekeeping and payroll records; review policies and procedures; reviewing and organizing mediation data production; preparing exposure analysis of claims; legal research and analysis re claims; drafting, revising and finalizing mediation brief; and communications with client re mediation.	SML 6.3 hrs @$950/hr MM 14.5 hrs @$725/hr TGH 2.5 hrs @$625/hr Paral. 1.0 hrs @ $250/hr	$18,310.00
Preparing for, attending and being on-call for mediation	SML 8.5 hrs @ $950/hr PKH 3.5 hrs @$975/hr MM 8.5 hrs @$725/hr TGH 8.0 hrs @$625/hr	$22,650.00
Negotiating, drafting, and revising the MOU, long-form settlement	SML 6.2 hrs @ $950/hr MM 9.7 hrs @$725/hr	$15,185.00

agreement and Notice Packet (which consists of *(i) Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval; (ii) Workweek Allocation Form; (iii) Request for Exclusion Form; and (iv) Objection Form)*; exchanging multiple drafts of the MOU and long form agreement and notice packet documents with defense counsel; negotiating, drafting, and revising amendment to long-form settlement agreement and Notice Packet; multiple communications with defense counsel re the same; and communications with client re the same.	TGH 2.5 hrs @$625/hr Paral. 2.8 hrs @ $250/hr	
Drafting and filing misc. stipulations, joint reports, requests to continue, and notices, including Notice of Settlement and Notice of Rulings; communications with defense counsel and exchanging drafts of same with defense counsel.	SML 0.7 hrs @ $950/hr MM 3.3 hrs @$725/hr TGH 1.1 hrs @$625/hr Paral. 2.5 hrs @ $250/hr	$4,370.00
Drafting, revising, and filing preliminary approval motion and supporting documents, including client declaration, attorneys' declaration and settlement administrator's declaration; drafting amendments to settlement agreement and revising notice packet; conferring with defense counsel; and drafting and filing supplemental brief and	SML 2.8 hrs @ $950/hr PKH 1.5 hrs @ $975/hr MM 9.3 hrs @ $725/hr TGH 1.0 hrs @ $625/hr Paral. 1.5 hrs @ $250/hr	$11,865.00

amended proposed order granting preliminary approval.		
Correspondence with Settlement Administrator re settlement and after preliminary approval was granted; review and approval mailing of Notice Packets; review weekly correspondence from Settlement Administrator re: opt outs, disputes, and objections and communicate with Settlement Administrator re the same.	SML 0.2 hrs @ $950/hr MM 0.7 hrs @$725/hr TGH 0.1 hrs @$625/hr Paral. 0.6 hrs @$250/hr	$910.00
Drafting and filing final approval motion and supporting documents, including attorneys' declarations and settlement administrator's declaration.	SML 2.1 hrs @ $950/hr PKH 1.1 hrs @$975/hr MM 7.7 hrs @$725/hr TGH 0.5 hrs @$625/hr Paral. 1.5 hrs @$250/hr	$9,337.50
Reviewing and saving Court-issued documents, including rulings and orders; and calendaring upcoming dates.	SML 1.1 hrs @ $950/hr PKH 0.5 hrs @$975/hr MM 1.1 hrs @$725/hr TGH .7 hrs @$625/hr Paral. 4.0 hrs @$250/hr	$3,767.50
Misc. meetings between co-counsel re: case status, updates, strategy, mediation, preliminary approval motion, and final approval motion.	SML 5.5 hrs @ $950/hr PKH 3.5 hrs @$975/hr MM 6.1 hrs @$725/hr TGH 2.0 hrs @$625/hr Paral. 1.0 hrs @$250/hr	$14,560.00
Misc. meetings with client.	MM 4.6 hrs @$725/hr Paral. 0.8 hrs @$250/hr	$3,535.00
TOTAL:		**$112,907.50**

EXHIBIT E

EXHIBIT E

LAFFEY MATRIX

History
Case Law
See the Matrix
Contact us
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			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)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" 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.