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IN THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE, CIVIL COMPLEX CENTER

11 TAYLOR FUKUMOTO, an individual,

12 Plaintiff,

13 vs.

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15 LAGUNA OVERHEAD LTD AND MICHEL
16 ERIC HANSON, and DOES 1 through 20
inclusive,

17 Defendants.
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Case No. 30-2020-01149340-CU-OE-CJC

Assigned to Hon. Peter J. Wilson in Dept. CX102

**ORDER GRANTING APPROVAL OF PAGA
SETTLEMENT**

Action Filed: June 25, 2020

Trial Date: None set

21 Having considered the records and files in this action, and the documentary evidence
22 presented on Plaintiff's Motion, along with the Private Attorneys General Act Settlement
23 Agreement and Release (the "Settlement Agreement"), the Amendment to the Settlement and
24 Release and Notice of Settlement under the Private Attorneys General Act submitted therewith, and
25 good cause appearing, the Court hereby GRANTS Plaintiff's Motion for Approval of PAGA
26 Settlement ("Motion"), subject to the following findings and orders:

- 27 a) Pursuant to Labor Code § 2699(1)(2), the Court has reviewed the Settlement
28 Agreement and finds the proposed settlement of PAGA claims is fair, reasonable,

1 and adequate in view of PAGA's purposes to remediate present labor law violations,
2 deter future ones, and to maximize enforcement of state labor laws. All defined terms
3 contained herein shall have the same meanings as set forth in the Settlement
4 Agreement executed by the Parties and filed with this Court.

5 b) Upon entry of this Order, the Parties shall effectuate and act in accordance with all
6 terms of the Settlement Agreement.

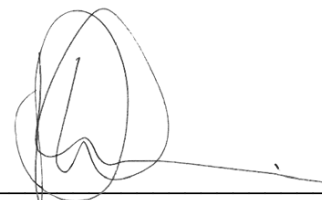
7 c) Pursuant to the terms of the Settlement Agreement, the Court approves the PAGA
8 settlement, in the gross amount of \$25,000, to be allocated as follows: (1) \$2,995 for
9 settlement administration expenses, (2) \$7,097.11 for reimbursement of Plaintiff's
10 litigation costs, (3) \$8,333 for Plaintiff's attorneys' fees; and (4) \$6,592.89 for
11 PAGA penalties. In accordance with Lab. Code § 2699 (i), 75% of the \$6,592.89 in
12 PAGA penalties, or \$4,944.67, will be paid to the LWDA; and 25% of the PAGA
13 penalties, or \$1,648.22, will be allocated equally among the 36 aggrieved
14 employees.

15 d) The aggrieved employees who are encompassed by this settlement are all former
16 and current non-exempt employees employed by Precision Door in California at any
17 time between April 15, 2019 and April 15, 2020 with respect to the failure to furnish
18 accurate itemized wage statements claim (Labor Code § 226); all former and current
19 technicians, installers, and warehouse managers employed by Precision Door in
20 California at any time between April 15, 2019 and April 15, 2020 with respect to the
21 failure to indemnify for necessary business expenses claim (8 Cal. Code Regs. §§
22 11040 and 11140, Labor Code §§ 1173, 1182, 1182.12, 1194, 1194.2, 1197, and
23 2802); and all former and current technicians and installers employed by Precision
24 Door in California at any time between April 15, 2019 through April 15, 2020 with
25 respect to the remainder of the claims, including failure to pay overtime, failure to
26 pay wages, failure to timely pay wages, failure to pay minimum wage, and unpaid on
27 call time claims (8 Cal. Code Regs. §§ 11040, 11140, 11070, 11070.3 and 11140,
28 Labor Code §§ 201-204, 204.1, 510, 1185, 1194, 1197, 1198).

- 1 e) The parties' original PAGA settlement agreement is attached to this Order as Exhibit
2 1. The parties' amendment to the PAGA settlement agreement is attached to this
3 Order as Exhibit 2. The Notice of Settlement under the Private Attorneys General
4 Act is attached to this Order as Exhibit 3.
- 5 f) The Court will dismiss the action with prejudice after the final accounting hearing.
6 Pursuant to C.C.P. §664.6, this Court shall have and retain continuing jurisdiction
7 over this action to enforce the terms of the parties' agreement. Other than as
8 expressly provided in the Settlement Agreement, both Parties shall bear their own
9 costs and fees. The dismissal does not extend to or otherwise affect the ability of an
10 aggrieved employee to bring individual, non-representative claims against the
11 defendant for alleged violations of the Labor Code.
- 12 g) Pursuant to Labor Code § 2699(l)(3), Plaintiff shall submit a copy of this Order to
13 the LWDA within 10 days of entry of this Order.
- 14 h) The date for the Final Accounting hearing is scheduled for Friday, December 2, 2022
15 at 9:00 a.m. Plaintiff will submit to the Court a final report at least 5 court days prior
16 to the final accounting, including the actual amounts paid to aggrieved employees
17 and the other amounts distributed under the settlement, including uncashed checks.

18 **IT IS SO ORDERED.**

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20 Dated: July 01, 2022



21 THE HON. PETER J. WILSON
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EXHIBIT 1

PRIVATE ATTORNEY GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorney General Act Settlement Agreement and Release (“Settlement Agreement”) is entered into by and between Taylor Fukumoto (“Fukumoto”), for himself and as a representative of the State of California and the Aggrieved Employees (as defined in Section 3(a)(5) below), on the one hand, and, on the other, Defendant Laguna Overhead Ltd dba Precision Door Service and Michael Eric Hansen (“Hansen”) (collectively “Precision Door”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Fukumoto, Precision Door or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Fukumoto is a former employee of Precision Door. Fukumoto was employed by Precision Door from approximately June 26, 2018 to April 17, 2020;

(b) On April 15, 2020, Fukumoto’s counsel, Pimentel Law, P.C., submitted a letter under Labor Code section 2699.3 (the “PAGA Notice”) to the California Labor and Workforce Development Agency (“LWDA”) on behalf of Fukumoto and all current and former employees who worked for Precision Door in California between April 15, 2019 and April 15, 2020 (the “Aggrieved Employees”) pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698, *et seq.* of Fukumoto’s intent to seek civil penalties under PAGA, for Precision Door’s alleged violations of Labor Code sections 201-204, 204.1, 226, 510, 1173, 1182, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 2802, 2699 and the applicable Industrial Welfare Commission Wage Orders, including Order No. 4-2001, 8 Cal. Code Regs. §§ 11040(9)(B), 11140, 1107(3)(D). Fukumoto alleges that Precision door required the use of forty-nine (49) tools, of which it only supplied four (4), and employees are required to supply and use their own tools to perform their work without reimbursement or without being paid twice minimum wage, that the wage statements were noncompliant, and that Plaintiff was misclassified as an exempt commissioned employee and was not paid all wages, minimum wage, or overtime wages (collectively the “PAGA Claim”). “Aggrieved Employees” are defined solely for purposes of this Settlement as all former and current non-exempt employees employed by Precision Door in California at any time between April 15, 2019 and April 15, 2020 with respect to the failure to furnish accurate itemized wage statements claim (Labor Code § 226); all former and current technicians, installers, and warehouse managers employed by Precision Door in California at any time between April 15, 2019 and April 15, 2020 with respect to the failure to indemnify for necessary business expenses claim (8 Cal. Code Regs. §§ 11040 and 11140, Labor Code §§ 1173, 1182, 1182.12, 1194, 1194.2, 1197, and 2802); and all former and current technicians and installers employed by Precision Door in California at any time between April 15, 2019 through April 15, 2020 with respect to the remainder of the claims, including failure to pay overtime, failure to pay wages, failure to timely pay wages, failure to pay minimum wage, and unpaid on-call time claims (8 Cal. Code Regs. §§ 11040, 11140, 11070, 11070.3 and 11140, Labor Code §§ 201-204, 204.1, 510, 1185, 1194, 1197, 1198);

(c) On June 25, 2020, Fukumoto filed a complaint in the Orange County Superior Court, Case No.30-2020-01149340-CU-OE-CJC, alleging (1) failure to indemnify necessary expenditures in violation of Labor Code section 2802, (2) failure to pay overtime in violation of Labor Code section 510, (3) failure to pay wages in violation of Labor Code sections 201-203, (4) failure to timely pay wages in violation of Labor Code section 204, (5) failure to pay minimum wage in violation of Labor Code section 1194, (6) failure to furnish

accurate wage statements in violation of Labor Code section 226, (7) civil penalties pursuant to Labor Code section 2699 ("PAGA claim"), and (8) unfair competition in violation of Business & Professions Code section 17200 *et seq.* (the "Action")

(d) On or about July 28, 2020, Fukumoto dismissed his individual claims, leaving only the representative PAGA claim in the Action. After conducting extensive discovery, on December 16, 2021, the parties mediated the PAGA claim during a full-day mediation with the Honorable Steve Denton (Ret.). While the mediation was unsuccessful, the parties continued with negotiations until a global settlement agreement was reached. Fukumoto's non-PAGA claims have been settled as well, which he submitted to arbitration, and which are the subject of a separate, confidential settlement agreement;

(e) There has been no determination on the merits of the PAGA Claim and the various claims asserted, including, but not limited to, in the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Released Claims (as defined in Section 7(a) below) as of the date of execution of this Settlement Agreement.

2. **No Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration.**

(a) In consideration for Fukumoto signing this Settlement Agreement and complying with its terms, Precision Door shall pay, and only ever pay, the maximum gross sum of TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$25,000.00) (the "Total Settlement Amount") to resolve the Released Claims, which will be paid as follows:

(1) Attorneys' fees of 33.33% of the Total Settlement Amount which sum is EIGHT THOUSAND THREE HUNDRED AND THIRTY THREE DOLLARS AND ZERO CENTS (\$8,333.00) and reimbursement of litigation costs and expenses of EIGHT THOUSAND AND SEVEN HUNDRED DOLLARS AND ZERO CENTS (\$8,700.00) (collectively, "Attorneys' Fees and Costs") to Fukumoto's Counsel. Any fees and costs not awarded by the Court would be relegated to the PAGA settlement fund for distribution to the LWDA and the allegedly Aggrieved Employees.

(2) Costs and expenses of administration of the Settlement to the LWDA and the PAGA group, not to exceed the amount of TWO THOUSAND NINE HUNDRED AND NINETY FIVE DOLLARS AND ZERO CENTS (\$2,995.00) ("Settlement Administration Costs") to Phoenix Settlement Administrators ("PSA") (the "PAGA Settlement Administrator").

(3) The amounts stated in Paragraphs 3(a)(1) – (2) above, once approved by the Court, shall be paid exclusively from the Total Settlement Amount. The balance remaining after these deductions is hereinafter referred to as the "Net Settlement Amount."

(4) Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent

(25%) shall be distributed to the Aggrieved Employees. The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the “Employees’ Portion.”

(b) Because this is a settlement of a PAGA claim for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys’ Fees and Costs, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required.** Fukumoto understands and agrees that the State of California and Aggrieved Employees, including Fukumoto, would not receive the consideration specified in Section 3(a) above, except for Fukumoto’s execution of this Settlement Agreement, and the fulfillment of the promises contained herein, including, but not limited to, obtaining Court approval of the Settlement as called for herein. This Agreement is conditioned upon, and is only valid upon, Court approval of this Settlement Agreement.

5. **Approval and Implementation of the PAGA Settlement, Disbursement, and Dismissal of Action.**

(a) The Parties shall cooperate in obtaining an order from the Court approving this Settlement Agreement and dismissal of the PAGA Claim based thereon, as described herein, but it shall be Fukumoto’s primary responsibility at all times to obtain this relief, including Fukumoto’s responsibility to create first drafts of any necessary court filings. The Parties’ further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(b) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Fukumoto’s Counsel. Fukumoto’s Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Defense counsel, Jason Ross and Ahllam Berri, for review and approval prior to filing, which approval shall not be unreasonably withheld.

(c) The Parties expressly acknowledge that the Court’s approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement being made. Should the Court initially decline to approve the Settlement Agreement as-is, the Parties shall work cooperatively to remedy the Court’s recited deficiencies. Should the Court initially decline to approve this Settlement Agreement for alleged want of sufficient consideration to the LWDA and/or the Aggrieved Employees, Fukumoto understands and agrees that he shall allocate more towards the LWDA Payment and Employees’ Portion exclusively from the Attorneys’ Fees and Costs described in Section 3(a)(1) until Court approval is obtained. Under no circumstances shall Precision Door pay more than the amount specified in Section 3(a) in settlement of the PAGA Claims. Despite the Parties’ efforts as delineated herein, should the Court ultimately not enter an order approving this Settlement Agreement, Precision Door shall have the sole option, in its discretion, to make the Settlement Agreement null and void.

(d) Subject to Section 3 above, Precision Door shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, after all of

the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement.

(e) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the Settlement Administrator shall notify the parties of distribution of the entire Total Settlement Amount, and within ten (10) business days of such notification, Fukumoto shall seek dismissal of the PAGA Claim in its entirety with prejudice.

6. Payment of PAGA Settlement Sum / Notice.

(a) Subject to and following Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Precision Door by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within fourteen (14) calendar days of entry of the Court's order granting approval of this Settlement Agreement. If the date for payment falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended to the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked between April 15, 2019 through April 15, 2020 approving the Settlement Agreement ("Compensable Pay Periods"), based on Precision Door's payroll records. Specifically, to calculate each PAGA Settlement Member's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (1) divide the Employees' Portion by the total aggregate number of Compensable Pay Periods, and then (ii) multiply this amount by each Aggrieved Employee's number of Compensable Pay Periods worked to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered civil penalties and shall not be subject to local, state or federal payroll tax withholdings. All Aggrieved Employees who cash, deposit, or otherwise negotiate their Individual Settlement Share checks shall receive an IRS Form 1099 issued by the PAGA Settlement Administrator for their Individual Settlement Share, as required by the IRS.

(c) The Parties agree to retain Phoenix Settlement Administrators ("PSA") to serve as the PAGA Settlement Administrator;

(d) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, in the following manner:

(1) No later than fourteen (14) calendar days after entry of the Court's order granting approval of the Settlement, Precision Door shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) social security number; (v) Compensable Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address (“NCOA”) search for all individuals identified on the Aggrieved Employee List.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator’s receipt of the Total Settlement Amount and Aggrieved Employee List, the PAGA Settlement Administrator shall mail the Individual Settlement Share checks (together, the “PAGA Settlement Package”) to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using an address refresher database and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for one hundred twenty (120) calendar days, and thereafter, shall be cancelled. Funds associated with cancelled checks shall be transmitted to the California State Controller for deposit in the Unclaimed Property Fund in the name of the Aggrieved Employee.

(e) Also, no later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

7. **Release of Claims by Fukumoto, Aggrieved Employees, and the State of California.**

(a) Upon the Effective Date, and except as to the rights and obligations created by this Settlement Agreement, Fukumoto and Aggrieved Employees, and each of them, individually and on behalf of each of their heirs, executors, administrators, representatives, attorneys, successors and assigns, and the State of California, on behalf of itself and its administrators, representatives, agencies, departments, and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Michael Eric Hansen and Precision Door, including Precision Door’s parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the “Released Parties”), to the fullest extent permitted by law, of and from the PAGA Claim and from any and all claims asserted or unasserted, or which could have been asserted, in the Action, arising during the period from April 15, 2019 through April 15, 2020, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on or reasonably arising out of the facts and circumstances contained in the Complaint and in the PAGA Notice, and all claims that could have been alleged based on the factual allegations contained collectively therein, including, but not limited to, claims for failure to pay overtime and/or meal/rest period premium wages due to misclassification as exempt commissioned employee; failing to reimburse business expenses; failure to pay minimum wage(s); failure to pay overtime; failure to timely pay wages during employment, failure to timely pay wages upon termination, and failure to provide compliant wage statements; and for violations of Labor Code sections 201-204, 204.1, 226, 510, 1173, 1182, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 2802, and the applicable Industrial Welfare Commission Wage Orders in conformity with Labor Code section 2699.3, including Order No. 4-2001, 8 Cal. Code Regs. §§ 11040(9)(B), 11140, 1107(3)(D). Nothing in this paragraph shall

be construed to be a release of any individual claims against Precision Door by any Aggrieved Employees not a party to this Action.

(b) Upon the Effective Date, and except as to the rights and obligations created by this Settlement Agreement, Fukumoto, individually and on behalf of his heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, arising out of or related to Precision Door's employment of Fukumoto, which Fukumoto has or may have as of the Effective Date. This broader release includes, but is not limited to, all claims arising directly or indirectly from Fukumoto's employment with Precision Door and the termination of that employment, including without limitation claims arising under federal, state or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

8. **No Transfer/Assignment of Claims.** Fukumoto warrants and represents that Fukumoto has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Settlement Agreement. Fukumoto is solely responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold the Released Parties harmless against any liens, damages, penalties, fines, fees, assessments, taxes or attorneys' fees that may be imposed against or incurred by any of the Released Parties as a result of the PAGA Claim of any lien holder or any lien claimant or any court in relation to any interest which any third party may have in any claim which Fukumoto is releasing under this Settlement Agreement or any interest in any of the proceeds paid to Fukumoto or Fukumoto's Counsel under this Settlement Agreement.

9. **Liens and Attorneys' Fees/Indemnification.** Fukumoto solely is responsible for any liens made in connection with any services performed on Fukumoto's behalf by any attorney, consultants, or expert witnesses. Each Party solely is responsible for any fees and costs he, she or it has incurred including, but not limited to, fees for attorneys, consultants and expert witnesses. Fukumoto acknowledges that none of the Released Parties are responsible for the payment of any fees incurred on behalf of Fukumoto in connection with the prosecution of the PAGA Claim, except to the extent the Settlement Agreement provides for payment of Attorneys' Fees and Costs.

10. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California provided, however, that parol evidence shall not be admissible to alter, vary or supplement the term of this Settlement Agreement. Should any provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

11. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

12. **Miscellaneous.**

(a) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(b) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(c) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly.

(d) If Fukumoto or Precision Door fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

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HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH IN SECTION 3(a) ABOVE, FUKUMOTO AND HANSEN, AND PRECISION DOOR, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: March __, 2022

TAYLOR FUKUMOTO
Individually and On Behalf of the State of
California and Aggrieved Employees

Date: March 14, 2022

PRECISION DOOR

By: Mike Hansen
Its: PRESIDENT

Date: March 14, 2022

MICHAEL ERIC HANSEN

Approved as to form and content.

PIMENTEL LAW, P.C.

Date: March __, 2022

By: _____
BRUCE MURRAY
Attorneys for TAYLOR FUKUMOTO

WOOD, SMITH, HENNING & BERMAN,
LLP

Date: March 31, 2022

By: Ahllam Berri
JASON ROSS
AHLLAM BERRI
Attorneys for Defendants

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HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH IN SECTION 3(a) ABOVE, FUKUMOTO AND HANSEN, AND PRECISION DOOR, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: Mar 31, 2022

Taylor Fukumoto

Taylor Fukumoto (Mar 31, 2022 12:06 PDT)

TAYLOR FUKUMOTO

Individually and On Behalf of the State of California and Aggrieved Employees

PRECISION DOOR

Date: March __, 2022

By: _____

Its: _____

Date: March __, 2022

MICHAEL ERIC HANSEN

Approved as to form and content.

PIMENTEL LAW, P.C.

Date: March 30, 2022

By: _____

Bruce Murray

BRUCE MURRAY

Attorney for TAYLOR FUKUMOTO

WOOD, SMITH, HENNING & BERMAN,
LLP

Date: March __, 2022

By: _____

JASON ROSS

AHLLAM BERRI

Attorneys for Defendants

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

PAGA Settlement Agreement

Final Audit Report

2022-03-31

Created:	2022-03-30
By:	Bruce Murray (btm@pimentellaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAF2UmztAxfkqiLgktfZfQWwLDFP7dBwjK

"PAGA Settlement Agreement" History

-  Document created by Bruce Murray (btm@pimentellaw.com)
2022-03-30 - 7:08:37 PM GMT- IP address: 47.34.193.219
-  Document emailed to Taylor Fukumoto (fukumoto.taylor@gmail.com) for signature
2022-03-30 - 7:09:38 PM GMT
-  Email viewed by Taylor Fukumoto (fukumoto.taylor@gmail.com)
2022-03-30 - 7:09:43 PM GMT- IP address: 66.249.84.223
-  Document e-signed by Taylor Fukumoto (fukumoto.taylor@gmail.com)
Signature Date: 2022-03-31 - 7:06:53 PM GMT - Time Source: server- IP address: 172.90.37.201
-  Agreement completed.
2022-03-31 - 7:06:53 PM GMT

EXHIBIT 2

**AMENDMENT TO THE PRIVATE ATTORNEY GENERAL ACT SETTLEMENT
AGREEMENT AND RELEASE**

This Amendment to the Private Attorney General Act Settlement Agreement and Release Amendment ("Amendment") is entered into by and between Taylor Fukumoto ("Fukumoto"), for himself and as a representative of the State of California and the Aggrieved Employees, on the one hand, and, on the other, Defendant Laguna Overhead Ltd dba Precision Door Service and Michael Eric Hansen ("Hansen") (collectively "Precision Door"). The term "Party" or "Parties" as used herein shall refer to Fukumoto, Precision Door or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) The Parties entered into a Private Attorney General Act Settlement Agreement and Release dated March 31, 2022 ("Settlement Agreement").

(b) On April 1, 2022, Fukumoto sought approval of the Settlement Agreement in the matter of *Taylor Fukumoto v. Laguna Overhead Ltd dba Precision Door et al* in the Orange County Superior Court, Case No.30-2020-01149340-CU-OE-CJC (the "Action").

(c) On May 12, 2022, the Court issued an order (1) requiring that the Agreement's provision for a *pro rata* allocation to the allegedly aggrieved employees be changed to an equal allocation of the "Employees' Portion" – as defined by the Settlement Agreement – of the Net Settlement Amount and (2) noting that the meal and rest period claims included in the release exceed the scope of the April 15, 2020 letter to the Labor and Workforce Development Agency and the complaint filed in this Action.

2. **Amendment To The Settlement Agreement.**

(a) Paragraph 6(b) of the Settlement Agreement shall be deleted and replaced with the following language:

"Each Aggrieved Employee will be entitled to an equal share of 25% of the Net Settlement Amount (i.e., the Employees' Portion). Specifically, to calculate each PAGA Settlement Member's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall divide the Employees' Portion by the number of Aggrieved Employees to arrive at each Aggrieved Employee's Individual Settlement Share."

(b) Paragraph 7(a) of the Settlement Agreement shall be deleted and replaced with the following language:

"Upon the Effective Date, and except as to the rights and obligations created by this Settlement Agreement, Fukumoto and Aggrieved Employees, and each of them, individually and on behalf of each of their heirs, executors, administrators, representatives, attorneys, successors and assigns, and the State of California, on behalf of itself and its administrators, representatives, agencies, departments, and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Michael Eric Hansen and Precision Door, including Precision Door's parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both

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individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the fullest extent permitted by law, of and from the PAGA Claim and from any and all claims asserted or unasserted, or which could have been asserted, in the Action, arising during the period from April 15, 2019 through April 15, 2020, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on or reasonably arising out of the facts and circumstances contained in the Complaint and in the PAGA Notice, and all claims that could have been alleged based on the factual allegations contained collectively therein, including, but not limited to, claims for failure to pay overtime wages due to misclassification as exempt commissioned employee; failing to reimburse business expenses; failure to pay minimum wage(s); failure to pay overtime; failure to timely pay wages during employment, failure to timely pay wages upon termination, and failure to provide compliant wage statements; and for violations of Labor Code sections 201-204, 204.1, 226, 510, 1173, 1182, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 2802, and the applicable Industrial Welfare Commission Wage Orders in conformity with Labor Code section 2699.3, including Order No. 4-2001, 8 Cal. Code Regs. §§ 11040(9)(B), 11140, 1107(3)(D). Nothing in this paragraph shall be construed to be a release of any individual claims against Precision Door by any Aggrieved Employees not a party to this Action."

3. **No Further Modification.** Except as specifically set forth in this Amendment, all of the terms and provisions of the Settlement Agreement shall remain unmodified and in full force and effect.

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IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Amendment as of the date set forth below:

Jun 7, 2022

Taylor Fukumoto

Taylor Fukumoto (Jun 7, 2022 16:56 PDT)

TAYLOR FUKUMOTO

Individually and On Behalf of the State of California and Aggrieved Employees

PRECISION DOOR

Date: June 8, 2022

Michael E. Hansen

By: MICHAEL E. HANSON

Its: PRESIDENT

Date: June 8, 2022

Michael E. Hansen

MICHAEL ERIC HANSEN

Approved as to form and content.

PIMENTEL LAW, P.C.

Date: June 7, 2022

By:

Bruce T. Murray

BRUCE T. MURRAY

Attorney for TAYLOR FUKUMOTO

WOOD, SMITH, HENNING & BERMAN,
LLP

Date: June 10, 2022

By:

Ahllam Berri

JASON ROSS

AHLLAM BERRI

Attorneys for Defendants

Amendment PAGA Settlement Agreement (changes accepted)

Final Audit Report

2022-06-07

Created:	2022-06-07
By:	Bruce Murray (btm@pimentellaw.com)
Status:	Signed
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"Amendment PAGA Settlement Agreement (changes accepted)" History

-  Document created by Bruce Murray (btm@pimentellaw.com)
2022-06-07 - 11:51:54 PM GMT
-  Document emailed to Taylor Fukumoto (fukumoto.taylor@gmail.com) for signature
2022-06-07 - 11:52:46 PM GMT
-  Email viewed by Taylor Fukumoto (fukumoto.taylor@gmail.com)
2022-06-07 - 11:54:29 PM GMT
-  Document e-signed by Taylor Fukumoto (fukumoto.taylor@gmail.com)
Signature Date: 2022-06-07 - 11:56:09 PM GMT - Time Source: server
-  Agreement completed.
2022-06-07 - 11:56:09 PM GMT

EXHIBIT 3

Taylor Fukumoto v. Laguna Overhead Ltd dba Precision Door Service, et al.
Orange County Superior Court, Case No. 30-2020-01149340-CU-OE-CJC

NOTICE OF SETTLEMENT UNDER PRIVATE ATTORNEYS GENERAL ACT

You are subject to a court-approved settlement in the above matter against Laguna Overhead Ltd dba Precision Door Service ("Precision Door") and Michael Eric Hanson. Plaintiff brought this lawsuit for penalties pursuant to the Private Attorneys General Act (PAGA), on behalf of the State of California and certain other current and former aggrieved employees who were employed at Precision Door at any time between April 15, 2019, to April 15, 2020.

The California Labor Code § 2698, et seq. Private Attorneys General Act "PAGA" allows an action for civil penalties in which the State of California receives 75% of the civil penalties collected, with 25% going to the implicated employees. Plaintiff sought penalties for alleged failure to reimburse business expenses, failure to pay all wages, failure to pay minimum wage, failure to pay overtime, noncompliant wage statements, failure to timely pay wages, and failure to pay final wages at the time of separation of employment. Precision Door and Michael Eric Hanson strongly deny the claims and assert that no civil penalties are due to the Plaintiff, the State of California, or allegedly "aggrieved employees." The Court has made no determination on the merits of the Action or Plaintiff's allegations and claims, but the Parties decided to resolve this case through settlement to end litigation, and on June 23, 2022, the Court approved that settlement.

The PAGA settlement provides for a payment to current and former non-exempt employees who worked for Precision Door at any time between April 15, 2019 and April 15, 2020. The approved settlement calls for a net portion of the settlement proceeds to be distributed to the allegedly aggrieved employees, including you, after certain portions of the settlement are deducted for, amongst other things, payment to the State of California, attorneys fees to plaintiff's counsel, and various costs.

The PAGA settlement is in the gross amount of \$25,000, to be allocated as follows: (1) \$2,995 for settlement administration expenses, (2) \$7,097.11 reimbursement of Plaintiff's litigation costs, (3) \$8,333 for Plaintiff's attorneys' fees; and (4) \$6,592.89 for PAGA penalties, with \$4,944.67 allocated to the LWDA and \$1,648.22 allocated to the aggrieved employees.

The enclosed check represents your portion of the settlement, which is your equal share of the settlement proceeds. You may deposit or cash the check without any further obligation on your part and there is no need for you to contact the settlement administrator, the Parties, or the Court. There is no right to opt out of the PAGA settlement. This settlement agreement, in general summation, releases claims for civil penalties under PAGA relating to unpaid business expenses, unpaid wages, failure minimum wage, unpaid overtime, noncompliant wage statements, failure to pay final wages at the time of separation of employment, and waiting time penalties, as well as any claims which could have been asserted based on or reasonably arising out of the facts and circumstances contained in Plaintiff's Complaint or pre-suit notice to the State of California for the time period of April 15, 2019 and April 15, 2020. The settlement checks will be valid only for 120 days, after which the funds from any uncashed checks will be provided to the State Controller Unclaimed Property Fund.

If you have questions about this notice, please contact the Claims Administrator, Phoenix Settlement Administrators at 1411 N. Batavia, Suite 105 Orange, CA 92867; 800-523-5773. Contact Phoenix case administrator Jodey Lawrence, 949-566-1455, Jodey@phoenixclassaction.com.

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THIS PROCEEDING. PLEASE DO NOT CONTACT THE COURT REGARDING THIS CASE.