

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiff Miguel Valles
2. Title of the proposed order:
[AMENDED PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: MOTION FOR APPROVAL OF CLASS SETTLEMENT
 - b. Date and time: December 19, 2024
 - c. Place: 751 W. Santa Ana Blvd.
Santa Ana, California 92701
Dept. CX104
4. The proposed order was served on the other parties in the case.


(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:

Valles v. Talbert Architectural Panel & Door, Inc.

CASE NUMBER:

30-2020-01174514-CU-OE-CXC

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

2101 E. El Segundo Boulevard, Suite 403, El Segundo, California 90245

b. My electronic service address is (*specify*): jhidalgo@maternlawgroup.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

Andrea W. S. Paris, Esq. Attorney for Defendant Talbert Architectural Panel & Door, Inc.

b. To (*electronic service address of person served*): ap@andreaparislaw.com

c. On (*date*): December 6, 2024

☒ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

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

Date: December 6, 2024

Jasmin Hidalgo

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

MIGUEL VALLES, individually, and on behalf
of others similarly situated

Plaintiff,

vs.

TALBERT ARCHITECTURAL PANEL &
DOOR, INC., a California corporation; and
DOES 1 through 50, inclusive,

Defendant.

CASE NO. 30-2020-01174514-CU-OE-CXC
CLASS ACTION

[Assigned for all purposes to the
Honorable Melissa R. McCormick]

**[AMENDED PROPOSED] ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT**

Complaint Filed: December 14, 2020

Date: December 19, 2024
Time: 2:00 p.m.
Place: Dept. CX104
Reservation No. 74297043

[PROPOSED] ORDER

Plaintiff Miguel Valles (“Plaintiff”) Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”) came regularly for hearing before this Court on December 19, 2024. The Court, having considered the proposed Amended Joint Stipulation of Class Action and PAGA Settlement (“Amended Settlement” or “Amended Settlement Agreement”) and Class Notice Packet, attached hereto as **Exhibit 1**, the Motion for Preliminary Approval of Class Action Settlement, memorandum of points and authorities in support thereof, and declarations filed in support thereof, and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the Amended Settlement and finds its 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. The Court preliminarily finds the Amended Settlement to be fair, adequate, and reasonable and in the best interests of the Class Members. The Amended Settlement provides for a Gross Settlement Amount of \$575,000, including attorneys’ fees in an amount not to exceed \$191,666.67, litigation costs in an amount not to exceed \$15,000, an Incentive Award to Plaintiff in an amount not to exceed \$5,000, a PAGA Settlement Amount of \$10,000, and Settlement Administrator’s Fees in an amount not to exceed \$10,000. All terms used herein shall have the same meaning as defined in the Amended Settlement.

2. For purposes of the settlement only, the Court preliminarily designates Plaintiff Miguel Valles as the Class Representative.

3. For purposes of the settlement only, the Court preliminarily designates Matern Law Group, as Class Counsel.

4. The Court preliminarily designates CPT Group, Inc. as the third-party Settlement Administrator.

5. The Parties and the Settlement Administrator are ordered to implement the settlement according to the terms of the Amended Settlement Agreement.

6. The Court provisionally and conditionally certifies the proposed class as set forth in the Amended Settlement Agreement.

7. The Court approves, as to form and content, the Court Approved Notice of Class

1 Action and PAGA Settlement and Hearing Date for Final Court Approval (“Class Notice”), the
2 Opt-Out Form, and the Objection Form attached hereto as **Exhibit 1**.

3 8. The Court finds that the form of notice to the Class regarding the pendency of the
4 action and of the settlement, the dates selected for mailing and distribution, and the methods of
5 giving notice to members of the Class, satisfy the requirements of due process, constitute the best
6 notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all
7 members of the Class. The form and method of giving notice complies fully with the requirements
8 of California Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of
9 Court §§ 3.766 and 3.769, the California and United States Constitutions, and other applicable
10 law.

11 9. The Court further approves the procedures for Class Members to opt-out of or
12 object to the Amended Settlement, as set forth in the Class Notice and the Amended Settlement.

13 10. The Court directs the Administrator to mail the Class Notice, Opt-Out Form, and
14 Objection Form to the members of the Class in accordance with the terms of the Amended
15 Settlement.

16 11. The Class Notice shall provide sixty (60) calendar days’ notice for Class Members
17 to submit disputes, opt-out of, or object to the Amended Settlement. Class Members whose Class
18 Notices are re-mailed shall have an additional fifteen (15) day to submit disputes, opt-out of, or
19 object to the Amended Settlement.

20 12. The hearing on Plaintiff’s Motion for Final Approval of Class Action and PAGA
21 Settlement on the question of whether the Amended Settlement should be finally approved as fair,
22 reasonable, and adequate is scheduled in Department of CX104 of the above-entitled court, located
23 at 751 West Santa Ana Boulevard, Santa Ana, California 90012, on May 15, 2025 at 2:00 p.m.
24 In the event that the hearing on the final approval motion is continued, the administrator shall post
25 notice of the continuance of the hearing on its website.

26 13. At the Final Fairness hearing, the Court will consider: (a) whether the Amended
27 Settlement should be approved as fair, reasonable, and adequate for the Class; (b) whether a
28 judgment granting final approval of the Amended Settlement should be entered; and (c) whether

Plaintiff's application for an Incentive Award, settlement administration costs, and Class Counsel's attorneys' fees and costs should be granted.

14. The Court retains jurisdiction to enforce the Settlement pursuant to Code of Civil Procedure Section 664.6.

15. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of Plaintiff's application for an Incentive Award, settlement administration costs, Class Counsel's attorneys' fees and costs, prior to the hearing on Plaintiff's Motion for Final Approval of Settlement according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

16. The Court order the following implementation schedule:

Event	Date
Defendant to provide class contact information to the Administrator no later than:	December 26, 2024 [7 days following preliminary approval]
Administrator to mail the Class Notice documents to the Settlement Class no later than:	January 9, 2025 [14 days following receipt of contact information]
Deadline for Settlement Class Members to submit disputes, Objection Forms, or Opt-Out Forms:	March 10, 2025 [60 calendar days from original mailing of the Class Notice with an addition 15 calendar days for Second Mailings]
Deadline for Plaintiff to file Motion for Final Approval of Class Action and PAGA Settlement:	April 23, 2025
Hearing on Motion for Final Approval of Settlement	May 15, 2025 at 2:00 p.m., Dept. CX104.

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1 17. Pending the Final Fairness hearing, all proceedings in this Action, other than
2 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
3 Order, are stayed..

4 **IT IS SO ORDERED.**

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6 DATED:

By: _____
Hon. Melissa R. McCormick
Judge of the Superior Court

EXHIBIT 1

1 MATERN LAW GROUP, PC
Matthew J. Matern (SBN 159798)
2 Email: mmatern@maternlawgroup.com
Matthew W. Gordon (SBN 267971)
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4 El Segundo, California 90245
Telephone: (310) 531-1900
5 Facsimile: (310) 531-1901

6 Attorneys for Plaintiff MIGUEL VALLES
7 individually, and on behalf of others
similarly situated

8 ANDREA PARIS LAW, PC
Andrea W. S. Paris, (SBN 252621)
9 Email: ap@andreaparislaw.com
23 Corporate Plaza, Suite 150
10 Newport Beach, CA 92660
Telephone: (949) 529-0007
11 Facsimile: (888) 751-7660

12 Attorney for Defendant TALBERT
13 ARCHITECTURAL PANEL & DOOR,
INC.

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 COUNTY OF ORANGE
16

17 MIGUEL VALLES, individually, and on
18 behalf of others similarly situated

19 Plaintiff,

20 vs.

21 TALBERT ARCHITECTURAL PANEL &
DOOR, INC., a California corporation; and
22 DOES 1 through 50, inclusive,

23 Defendants
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CASE NO. 30-2020-01174514-CU-OE-CXC

CLASS ACTION

[Assigned for all purposes to the
Honorable Melissa R. McCormick, Dept.
CX104]

**AMENDED JOINT STIPULATION OF
CLASS ACTION AND PAGA
SETTLEMENT**

Complaint Filed: December 14, 2020
Trial Date: None set

1 This Amended Joint Stipulation of Class Action and PAGA Settlement (“Joint
2 Stipulation”) is made and entered by and between Plaintiff Miguel Valles (“Plaintiff”), in his
3 individual capacity, as class representative, and as private attorney general on one hand, and
4 Defendant Talbert Architectural Panel & Door, Inc. (“Defendant”), on the other hand. This Joint
5 Stipulation will be binding on Plaintiff and the class purported to be represented thereby, the
6 PAGA Group Members, and Defendant, subject to the terms and conditions set forth below and the
7 approval of the Court.

8 **I. DEFINITIONS**

9 To the extent any terms or phrases used in this Joint Stipulation are not specifically defined
10 in this section (i.e., Section I), but are defined elsewhere in this Joint Stipulation, they are
11 incorporated herein by reference.

12 “Action” means the class action captioned *Miguel Valles v. Talbert Architectural Panel &*
13 *Door, Inc.*, Case No. 30-2020-01174514-CU-OE-CXC, filed by Plaintiff against Defendant on
14 December 14, 2020, in the Superior Court for the State of California, County of Orange.

15 “Class” or “Class Members” means all current and former non-exempt, hourly paid
16 employees employed by Defendant in California during the Class Period. “Class Member” means
17 an individual, current or former non-exempt, hourly paid employee employed by Defendant in
18 California during the Class Period.

19 “Class Counsel” means counsel for the Plaintiff, Matern Law Group, PC.

20 “Class Member Exclusion Deadline” means the period of sixty (60) days from the original
21 mailing of the Notice Packet to the Class Member, or, in the event of a Second Mailing, within
22 fifteen calendar days of the re-mailing of the Notice Packet, whichever is later.

23 “Class Period” means from December 14, 2016, through June 14, 2022.

24 “Complaint” means the operative complaint filed by Plaintiff in the Action.

25 “Defendant” means Talbert Architectural Panel & Door, Inc. and any of its officers,
26 directors, owners, agents, assigns, employees, parent entities, subsidiaries, affiliates, entities under
27 whose name they conduct business, predecessors, and successors.

1 “Effective Date” means the date by which the Court’s order granting Final Approval of this
2 Joint Stipulation becomes final. Such order becomes final upon the following events: (i) upon the
3 Court issuing an order granting Final Approval of this Joint Stipulation, and entry of judgment
4 granting Final Approval, if no objections to the settlement are filed, or if an objection is filed but is
5 withdrawn prior to the Court’s Final Approval Hearing; or (ii) in the event there are written
6 objections filed prior to the final approval hearing which are not thereafter withdrawn prior to the
7 hearing, the later of the following events: (a) the day after the last day by which a notice of appeal
8 of the order and judgment may be timely filed with the California Court of Appeal, and none is
9 filed; (b) if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or otherwise,
10 the day after the last date for filing a request for further review of the Court of Appeal’s decision
11 elapses and no further review is requested; (c) if an appeal is filed and there is a final disposition
12 by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court
13 of Appeal’s decision is requested, the day after the request for review is denied with prejudice
14 and/or no further review of the order or judgment can be requested; or (d) if review is accepted, the
15 day the Supreme Court of the State of California affirms the Settlement.

16 “Final Approval” means the date upon which the Court enters an order granting approval of
17 this Joint Stipulation, and enters judgment, after having determined that the settlement is fair,
18 adequate, and reasonable to the Class following notice to the Class and a hearing on the fairness of
19 the settlement.

20 “Final Approval Hearing” means the final hearing held to ascertain the fairness,
21 reasonableness, and adequacy of the Joint Stipulation.

22 “Notice Packet” means the Court Approved Notice of Class Action and PAGA Settlement
23 and Hearing Date For Final Court Approval, Opt-Out Form, and Objection Form, substantially in
24 the form attached hereto as Exhibits 1, 2, and 3 respectively. “Opt-Out” means all persons who
25 timely and validly request exclusion from the settlement as to the Released Class Claims by
26 submitting an Opt-Out Form to the Settlement Administrator.

27 “PAGA” means the Labor Code Private Attorneys General Act of 2004, California Labor
28 Code §§ 2698, *et seq.*

1 “PAGA Group Members” means all current and former non-exempt, hourly paid
2 employees employed by Defendant in the State of California at any time during the PAGA Period.

3 “PAGA Payment” means the amount payable from the PAGA Settlement Amount to each
4 PAGA Group Member.

5 “PAGA Period” means the time from October 10, 2019 to June 14, 2022.

6 “PAGA Settlement Amount” means the portion of the Gross Settlement Amount allocated
7 to the resolution of PAGA claims in the Action. The PAGA Settlement Amount is Ten Thousand
8 Dollars (\$10,000.00). Seven-Thousand Five-Hundred Dollars (\$7,500.00) shall be paid by the
9 Settlement Administrator directly to the LWDA. The remaining Two-Thousand Five-Hundred
10 Dollars (\$2,500.00) shall be distributed to PAGA Group Members as their PAGA Payment.

11 “Parties” means Plaintiff and Defendant.

12 “Preliminary Approval” means the date upon which the Court enters an order granting
13 preliminary approval of this Joint Stipulation.

14 “Preliminary Approval Hearing” means the hearing held on the Motion for Preliminary
15 Approval of the Joint Stipulation.

16 “Released Class Claims” means all claims which Plaintiff, the Class, and/or any Class
17 Member had, or may claim to have, against any of the Released Parties, excluding the Released
18 PAGA Claims, that were alleged or reasonably could have been asserted in the Action based on the
19 facts alleged in the Complaint during the Class Period, including claims for: (1) failure to provide
20 required meal periods; (2) failure to provide required rest periods; (3) failure to pay overtime
21 wages; (4) failure to pay minimum wages; (5) failure to pay all wages earned; (6) failure to pay all
22 wages due to discharged and quitting employees; (7) failure to maintain required records; (8)
23 failure to furnish accurate itemized wage statements; (9) failure to indemnify employees for
24 necessary expenditures incurred in discharge of duties; and (10) unfair and unlawful business
25 practices in violation of California Business and Professions Code §§ 17200, et seq.

26 “Released PAGA Claims” means all claims for civil penalties under the California Labor
27 Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code Section 2698 *et seq.*, against
28 the Released Parties during the PAGA Period based on the facts alleged in the Complaint and

1 Plaintiff's PAGA notice letter to the LWDA, including claims for civil penalties under PAGA
2 based on violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558,
3 558.1, 1174, 1174.5, 1193.6, 1194, 1197, 1197.1, 1198, and/or 2802.

4 "Released Parties" means Defendant and all of its past and present owners, officers,
5 directors, shareholders, employees, agents, assigns, attorneys, insurers, brands and concepts, parent
6 companies, subsidiaries, and affiliates, and their respective predecessors, successors, and assigns.

7 "Settlement Administrator" means CPT Group, Inc.

8 "Settlement Administrator's Fees" means all fees, costs, and expenses relating to the
9 administration of the settlement in this Action, including without limitation, printing and mailing
10 Class Notice Forms, receiving and processing Opt-Outs, calculating and determining payments and
11 percentages, regularly updating counsel on the status of administration, and the accounting and
12 maintenance of the Settlement Fund Account.

13 "Settlement Fund Account" means the bank account established under this Joint Stipulation
14 from which all monies payable under this Joint Stipulation shall be paid, as set forth herein.

15 "Gross Settlement Amount" means \$575,000.00 that Defendant will pay in the aggregate to
16 resolve this Action, on a non-claims-made and non-reversionary basis. The Gross Settlement
17 Amount is all-inclusive. The following costs will be deducted from the Gross Settlement Amount:
18 (1) attorney fees and costs (Defendant will not oppose Class Counsel's request for attorney fees
19 amounting to one-third (1/3) of the Gross Settlement Amount, or \$191,666.67, and a maximum of
20 \$15,000.00 in litigation costs as documented in billing statements of the attorneys for Plaintiff); (2)
21 settlement administration fees not to exceed \$10,000.00; (3) Incentive Award to Plaintiff, as class
22 representative, in the amount of \$5,000.00; and (4) \$10,000.00 for penalties under PAGA (75%
23 \$7,500.00) of which will go to the California Labor & Workforce Development Agency
24 ["LWDA"] and 25% (\$2,500.00) will go to Class Members. The employer's portion of the payroll
25 taxes will be paid outside of and in addition to the Gross Settlement Amount. Any deductions from
26 the above allocations will be deposited into the Settlement Fund Account and will be included in
27 the Net Settlement Amount for distribution to the Class.

1 “Net Settlement Amount” means the net amount available for payment to Class Members
2 after deducting the above-referenced costs from the Gross Settlement Amount. If the Court
3 approves a lesser amount of any of the above-referenced costs, the Net Settlement Amount will
4 increase proportionately. In other words, any reductions from the above-referenced costs will
5 increase the Net Settlement Amount proportionally – also referred to herein as the “Payout Fund.”

6 **II. PRE-TRIAL PROCEEDINGS AND NEGOTIATIONS**

7 **A. Discovery, Investigation, and Research**

8 The Parties investigated facts and law throughout the Action. Investigation included the
9 exchange of information under informal discovery, including the disclosure of class data,
10 Defendant’s handbooks and policies, and sampling of timekeeping and payroll documents for the
11 other non-exempt hourly drivers. The Parties invested significant time reviewing and analyzing
12 relevant documents and data to evaluate Plaintiff’s claims and Defendant’s defenses, including,
13 and not limited to, calculating potential monetary recovery. The Parties prepared for and attended a
14 full-day mediation with mediator Jeffrey Krivis. After extensive negotiations and with the
15 assistance of the mediator, the Parties eventually accepted a mediator’s proposal for settlement
16 crafted by Jeffrey Krivis.

17 The Parties investigated relevant law as applied to the facts of the case, potential defenses,
18 and damages claimed by Plaintiff on behalf of himself and the Class. Investigations largely
19 focused on Plaintiff’s allegations that Class Members were not paid all wages owed, including
20 overtime and minimum wages, were not provided with all meal and rest breaks under California
21 law, received improper wage statements, were not reimbursed all necessary expenses, and were not
22 paid all owed and due wages upon separation of employment. Information and data exchanges
23 included significant samplings of Class Members’ dates of employment, hourly rates, time records,
24 and wage statements. The Parties conducted their own evaluations of the potential recoveries based
25 on the claims alleged in and the defenses at play.

26 **B. Allegations of the Class Representative and Benefits of Settlement**

27 The Parties entered into this Joint Stipulation after arm’s length bargaining by the Parties
28 with the assistance of an experienced mediator and after Class Counsel thoroughly reviewed all

1 available evidence. The information exchanged between the Parties allowed them to assess the
2 merits of the claims and defenses, and to reach a compromise of the issues.

3 Plaintiff and Class Counsel both contend the claims asserted in the Action have merit.
4 However, they also acknowledge the expense and delay of continued litigation. Class Counsel
5 considered the uncertain outcome and risk of litigation, and the difficulties and delays inherent in
6 such litigation. Class Counsel also considered the potential difficulty maintaining the Action as a
7 class action and the likelihood of appeals. In addition, Class Counsel considered Defendant's
8 numerous defenses and arguments regarding why class certification should be denied.

9 Class counsel determined this Joint Stipulation confers substantial benefit to the Class and
10 respectfully submits an independent review by the Court will confirm this conclusion. Class
11 Counsel has determined that this Joint Stipulation is in the best interests of Plaintiff and the Class
12 Members.

13 **C. Defendant's Denial of Wrongdoing, Defenses, and Benefits of Settlement**

14 Defendant generally denies all claims alleged in the Action and further denies class or
15 representative treatment is appropriate for any purpose other than this settlement. Defendant
16 contends it complied with all applicable laws, whether California or federal law. It is therefore
17 also Defendant's position that if litigation continued, class certification would not be granted, or
18 if it were, that it would be reversed. Defendant contends Plaintiff is not an adequate class
19 representative, his claims are not typical of the Class, and individual issues predominate over
20 common ones. However, Defendant has concluded further litigation would be protracted and
21 expensive. Thus, Defendant determined it is desirable to settle the Action in the manner and upon
22 the terms and conditions herein.

23 **D. Intent of the Settlement**

24 This Joint Stipulation intends to achieve the following: (1) entry of an order approving the
25 Joint Stipulation, conditionally certifying the Class, and granting the monetary relief set forth
26 herein; (2) entry of judgment on Plaintiff's Released Class and PAGA Claims; and (3) discharge of
27 Released Parties from liability for all Released Class Claims and Released PAGA Claims.

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1 **III. PROCEDURAL ISSUES**

2 **A. PRELIMINARY APPROVAL**

3 Class Counsel will submit this Joint Stipulation to the Court with a Motion for Preliminary
4 Approval of Class Action Settlement. Defendant will not oppose the Motion.

5 **B. SETTLEMENT ADMINISTRATOR**

6 The Settlement Administrator will handle: (1) preparing, printing, and mailing
7 simultaneously the Notice of Class Action and PAGA Settlement in substantially the same form as
8 the attached **Exhibit 1** (the “Class Notice”) in both English and Spanish; (2) receiving and
9 reviewing any Opt-Out Forms and Objection Forms; (3) calculating payments under the
10 settlement; (5) handling inquiries from Class Members concerning the Notice Packet; (6) resolving
11 any workweek disputes; (7) providing weekly status reports to Defendant’s counsel and Class
12 Counsel regarding the mailings, Opt-Outs, objections, workweek disputes, and settlement
13 payments; (7) distributing settlement payments to Class Members, PAGA Group Members, and
14 payment to other parties under the terms of this Joint Stipulation; (8) providing due diligence
15 declarations for submission to the Court, as needed; (9) printing and providing Class Members and
16 Plaintiff with tax forms as required under this Joint Stipulation and applicable law, and providing
17 copies of the same to Defendant; (10) translating the Notice Packet to Spanish; (11) sending,
18 and/or responding to submissions of Opt-Outs, or contact information updates; and (12) such other
19 tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform.

20 The Settlement Administrator will skip trace and re-mail all returned, undeliverable mail
21 within seven (7) days of receiving notice the mailing was undeliverable. The Settlement
22 Administrator will also handle payments to Plaintiff for his Incentive Award, payment of Class
23 Counsel’s attorney fees and costs as approved by the Court, and payment of PAGA penalties to the
24 LWDA. The Settlement Administrator will also handle the distribution of any remaining amounts
25 from uncashed checks in accordance with the procedures set forth below. (See Section IV.F.)
26 Settlement Administrator’s Fees are to be paid from the Gross Settlement Amount.

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1 **C. NOTICE TO CLASS MEMBERS**

2 Notice will be provided to Class Members as follows:

3 Within 7 calendar days of Preliminary Approval, Defendant will provide the Settlement
4 Administrator with the following information about each Class and PAGA Group Member: (1)
5 name; (2) last known mailing address and telephone number; (3) Social Security Number; (4) dates
6 of employment; and (5) total workweeks worked during the Class Period and pay periods worked
7 during the PAGA Period (collectively, "Class Data").

8 Within 14 calendar days after the Settlement Administrator's receipt of the Class Data, the
9 Settlement Administrator will calculate the estimated payout to the individual Class Members,
10 assuming all Class Members participate in the Settlement, and it will mail the Notice Packet to such
11 Class Members via first-class regular U.S. mail.

12 Prior to mailing, the Settlement Administrator will perform a search based on the National
13 Change of Address Database for information to update and correct any known or identifiable
14 address changes. It will be conclusively presumed that the Class Member received the Notice
15 Packet if the Notice Packet has not been returned within 30) days of mailing. If a new address is
16 obtained by way of a returned Notice Packet or otherwise, then the Settlement Administrator will
17 promptly forward the original Notice Packet to the updated address via first-class regular U.S. mail,
18 indicating on the original packet the date of such re-mailing within 3 business days of receipt (the
19 "Second Mailing"). If a Notice Packet is returned without a forwarding address, the Settlement
20 Administrator shall endeavor to obtain an updated mailing address by performing a skip trace. If the
21 Notice Packet is returned without a forwarding address and the Class Member is currently
22 employed by Defendant, the Settlement Administrator shall directly contact the Class Member to
23 obtain an updated mailing address.

24 Upon completion of these steps by the Settlement Administrator, the Parties will be deemed
25 to have satisfied their obligation to provide notice of the settlement to Class Members. Such
26 persons will be bound by all terms of the Joint Stipulation (including the release) and the Court's
27 order and final judgment, unless they validly Opt-Out of the Class.

28 Class Members shall have sixty (60) calendar days from the original mailing of the Notice

1 Packet or, in the event of a Second Mailing, an additional fifteen (15) calendar days (as indicated
2 by post-marks) from the date the Class Notice was re-mailed to respond (i.e. to submit a written
3 objection, whichever is later, to submit a written Opt-Out Request, or to dispute the number of
4 workweeks) (“Class Member Exclusion Deadline”). The re-mailed Notice Packet shall indicate that
5 the Class Member has sixty (60) calendar days from the original mailing of the Notice Packet or
6 fifteen (15) calendar days from the date the Class Notice was re-mailed to respond, whichever is
7 later.

8 **D. Procedure for Opting-Out of the Settlement as to the Released Class Claims**

9 Class Members who wish to exclude themselves from the settlement as to the Released
10 Class Claims shall either mail, email, or fax the Settlement Administrator a signed and dated Opt-
11 Out requesting exclusion from the settlement as to the Released Class Claims within 60 calendar
12 days after the date the Notice Packet was mailed or, in the event of a Second Mailing, within fifteen
13 calendar days of the remailing of the Notice Packet, whichever is later (unless the Court orders
14 otherwise). To the extent possible, all requests for exclusion shall be made in writing, signed by the
15 Class Member, and submitted by postal mail, email, or fax. The delivery date is the date the Opt-
16 Out Form is deposited in the U.S. Mail as evidenced by the postmark, the date the Opt-Out Form is
17 emailed, or the date the Opt-Out Form is faxed. A written request to be excluded from the
18 settlement as to the Released Class Claims must indicate the Class Member’s intent to be excluded
19 from the settlement.

20 A request to be excluded from the settlement as to the Released Class Claims will be
21 deemed valid as long as it is submitted by the Class Member Exclusion Deadline and the Settlement
22 Administrator has sufficient information to ascertain the identity of the Class Member and the fact
23 that the Class Member wishes to opt out of the settlement.

24 Any Class Member who timely submits a valid Opt-Out will not be entitled to recovery
25 under the settlement and will not be bound by the settlement, judgment, or order in this Action,
26 except that if the Class Member is also a PAGA Group Member, the Class Member will be bound
27 by the settlement, judgment, and order entered by the Court as to the Released PAGA Claims, and
28 will receive a PAGA Payment. A Class Member who timely submits a valid Opt-Out will not be

1 able to object, appeal, or comment on the settlement. Class Members who fail to timely opt out of
2 the settlement will be bound by all the terms of this Joint Stipulation and any judgment and order
3 entered in the Action.

4 The Settlement Administrator will provide counsel for the Parties with weekly updates
5 about Class Members who submit Opt-Outs.

6 **E. Procedure for Disputing Workweeks**

7 To dispute the number of workweeks with which he or she has been credited, a Class
8 Member must timely produce evidence to the Settlement Administrator showing that the workweek
9 information is inaccurate by the Class Member Exclusion Deadline. The delivery date is deemed to
10 be the date the dispute is deposited in the U.S. Mail as evidenced by the postmark, the date the
11 dispute is emailed, or the date the dispute is faxed. Class Members shall have sixty (60) calendar
12 days from the date of the original mailing of the Notice Packet or, in the event of a Second Mailing,
13 fifteen (15) days from the date of the remailing, whichever is later, to dispute the workweek
14 information. The Settlement Administrator will notify Class Counsel and Defendant's counsel of
15 the dispute. Defendant's records will be presumed correct, but the Settlement Administrator will
16 evaluate the evidence submitted by the Class Member. The Settlement Administrator may ask
17 Defendant to produce the personnel and payroll files of the Class Member disputing his or her
18 credited workweeks in order for the Settlement Administrator to resolve the dispute.

19 The Parties shall file with the Court all disputes submitted by Class Members, the
20 evidence submitted, and the resolution of the disputes. Although the Settlement Administrator
21 may make the initial decision regarding claim disputes, the Court may review any decision made
22 by the Settlement Administrator regarding a claim dispute.

23 **F. Procedure for Objecting to Settlement**

24 Any Class Member who seeks to object to the settlement in writing may complete the
25 Objection Form and submit it to the Settlement Administrator via mail, email, or fax no later than
26 the Class Member Exclusion Deadline. The delivery date is the date the Objection Form is
27 deposited in the U.S. Mail as evidenced by the postmark, the date the Objection Form is emailed,
28 or the date the Objection Form is faxed. Any Class Member may also object by appearing either

1 in person or by attorney at the Final Approval Hearing even if the Class Member did not submit a
2 written objection. All written Objection Forms must be submitted to the Settlement Administrator
3 within sixty (60) calendar days of mailing of the Notice Packet or, in the event of a Second
4 Mailing, within fifteen days of the remailing, whichever is later. Neither the Parties nor their
5 respective counsel will solicit any Class Member, directly or indirectly, to object to the
6 Settlement, or appeal from the Judgment. The Settlement Administrator will provide counsel for
7 the Parties with weekly updates about Class Members who object to the settlement. Plaintiff's
8 counsel will file a single packet of all written objections with the Court as part of the motion for
9 final approval.

10 **G. Final Approval**

11 At the Final Approval Hearing, Class Counsel will move the Court for the entry of
12 Judgment, incorporating the Joint Stipulation. Class Counsel will seek approval of the Joint
13 Stipulation as being fair, adequate, and reasonable to the Class Members. Class Counsel and
14 Defendant's counsel will submit to the Court such pleadings and evidence as required for the
15 Court's determination.

16 No later than thirty (30) calendar days before the Final Approval Hearing, the Settlement
17 Administrator will serve on Class Counsel and Defendant's counsel, for filing with the Court in
18 support of Plaintiff's motion for final approval of the settlement, a declaration of due diligence
19 setting forth its compliance with its obligations under this Joint Stipulation.

20 **IV. SETTLEMENT TERMS**

21 **A. Gross Settlement Amount and Settlement Payments**

22 To settle the Released Class Claims and Released PAGA Claims in the Action, Defendant
23 will pay the aggregate Gross Settlement Amount on an all-inclusive, non-reversionary basis.
24 Except as required herein, Defendant will not be required to contribute additional sums to fund the
25 settlement or otherwise resolve this action (except for Defendant's share of taxes on the portion of
26 the settlement allocated as wages). All Class Members will be eligible to participate in the
27 settlement. Class Members will receive a pro-rata share of the Net Settlement Amount under a
28

workweek formula, as set forth below. PAGA Group Members will receive a pro-rata share of the PAGA Settlement Amount under a workweek formula, as set forth below.

B. Establishment of Settlement Fund Account

Within seven (7) days of Final Approval, the Settlement Administrator will establish the Settlement Fund Account in a non-interest bearing transaction account at a FDIC-insured institution designated by Defendant with at least one branch in California.

C. Allocation of Settlement Proceeds

The Gross Settlement Amount is inclusive of and will be allocated as follows:

i. The Fee Award, which is the amount the Court awards to Class Counsel for their attorney fees, in an amount not exceeding one-third (1/3) (\$191,666.67) of the Gross Settlement Amount;

ii. The Cost Award, which is the amount the Court awards to Class Counsel for their reasonable litigation costs, in an amount not exceeding \$15,000.00.

iii. The Incentive Award, which comprises the amount the Court awards to the named Plaintiff as class representative, in an amount not exceeding \$5,000.00;

iv. The Settlement Administrator's Fees, as approved by the Court, not to exceed \$10,000.00;

v. PAGA penalties in an amount not to exceed \$10,000.00 (75% of which will go to the LWDA and 25% to PAGA Group Members as part of the Gross Settlement Amount);

vi. The Payout Fund, which is the total money available for payout to Class Members who do not Opt Out, after deducting the above amounts;

vii. Payment to Class Members who do not Opt Out shall be allocated as follows: 50% as penalties, 30% as interest, and 20% as wages;

viii. Payment to PAGA Group Members shall be allocated as follows: 100% as penalties not subject to tax withholdings.

ix. If the Court approves a lesser amount of any of the above-referenced costs or penalties, the Payout Fund will increase proportionately.

No funds will revert back to Defendant.

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1 **D. Distribution of Settlement Proceeds**

2 The Settlement Administrator will keep Defendant's counsel and Class Counsel apprised of
3 all distributions from the Settlement Fund Account. Distribution of the Gross Settlement Amount
4 will be as follows:

5 **1. Initial Payment**

6 Seven (7) calendar days after the Effective Date, Defendant shall provide the Settlement
7 Administrator with the Gross Settlement Amount and the employer's portion of the payroll taxes.
8 Within seven (7) calendar days after receiving the Gross Settlement Amount from Defendant, the
9 Settlement Administrator will pay the Fee Award, the Cost Award, the Incentive Award, the
10 payment to the LWDA, and the Settlement Administrator's Fees, based on how the Court rules at
11 the Final Approval Hearing. The remainder of the Gross Settlement Amount, known as the
12 Payout Fund or the Net Settlement Amount, will be calculated and distributed as set forth below.

13 **2. Payout to Class Members**

14 The Settlement Administrator will calculate the individual settlement payments to Class
15 Members who do not submit valid Opt-Outs. These payments will be calculated by assigning a
16 certain dollar value to each week Class Members worked during the Class Period. The dollar
17 value of each week will be calculated by dividing the aggregate value of the Payout Fund by the
18 total number of weeks worked by the Class Members who do not submit valid Opt-Outs during
19 the Class Period.

20 Partial weeks will be rounded up to the nearest full week. A Class Member who does not
21 submit a valid Opt-Out will receive an individual settlement payment determined by multiplying
22 the number of weeks worked during the Class Period by the dollar value of each week.

23 The Class Members' settlement payments will be apportioned as follows: 20% as wages,
24 30% for interest, and 50% for penalties. The amounts paid as wages shall be subject to all tax
25 withholdings customarily made from employee's wages and all other authorized and required
26 withholdings and shall be reported by W-2 forms. The Settlement Administrator will issue the
27 appropriate federal and state tax forms, including IRS Form 1099 for the non-wage portion.

28 The Settlement Administrator will calculate the PAGA Payments to PAGA Group

1 Members. These payments will be calculated by assigning a certain dollar value to each pay period
2 PAGA Group Members worked during the PAGA Period. The dollar value of each pay period will
3 be calculated by dividing Two Thousand Five Hundred Dollars (\$2,500.00) by the total number of
4 pay periods worked by the PAGA Group Members during the PAGA Period. Partial pay periods
5 will be rounded up to the nearest full pay period. A PAGA Group Member who submits a valid
6 Opt-Out will still receive a PAGA Payment.

7 The PAGA Payments will be apportioned as penalties not subject to tax withholdings and
8 will be reported on an IRS Form 1099. The Settlement Administrator will issue the appropriate
9 federal and state tax forms.

10 The settlement payments to Class Members and PAGA Group Members will be paid within
11 seven (7) calendar days after the Settlement Administrator receives the Gross Settlement Amount
12 and the employer's share of payroll taxes from Defendant. It is expressly understood and agreed
13 that the receipt of settlement payments will not entitle any Class Member or PAGA Group Member
14 to additional or derivative compensation or benefits under any company bonus, contest, or other
15 compensation or benefit plan or agreement in place during the Class Period, nor will it entitle any
16 Class Member or PAGA Group Member to any increased retirement, 401k benefits or matching
17 benefits, or deferred compensation benefits. It is the intent of the Parties that the settlement
18 payments provided for in this Joint Stipulation are the sole payments to be made by Defendant to
19 the Class Members for the Released Class Claims, and PAGA Group Members for the Released
20 PAGA Claims, and that the Class Members and PAGA Group Members are not entitled to any
21 additional or derivative compensation or benefits as a result of having received the settlement
22 payments (notwithstanding any contrary language or agreement in any benefit or compensation
23 plan document that might have been in effect during the period covered by this Settlement). The
24 Settlement Administrator shall distribute the individual settlement payments prior to distributing
25 any attorneys' fees or costs and prior to distributing the Incentive Award to Plaintiff. The
26 Settlement Administrator shall distribute individual settlement payments to all participating Class
27 Members, including those for whom the Notice Packet was returned as undeliverable.

28 Prior to distributing the individual settlement payments, the Settlement Administrator shall

1 update participating Class Members' addresses using the National Change of Address Database.
2 For returned checks directed to Class Members whose Class Notice was returned undelivered and
3 no new address ascertained, no further steps shall be taken by the Settlement Administrator with
4 respect to these checks. With respect to all other returned checks, the Settlement Administrator
5 shall use skip trace or other usual means to ascertain a new address. If the class member is still
6 employed, the Settlement Administrator shall directly contact the Class Member whose check was
7 returned to obtain a new address. The Settlement Administrator shall re-mail checks to the new
8 addresses ascertained within seven business days of the date of the returned check.

9 **E. Uncashed Checks**

10 Settlement checks issued to Class Members and PAGA Group Members will expire one
11 hundred and eighty (180) days from the date they are issued by the Settlement Administrator. The
12 void date of all settlement checks issued to Class Members and PAGA Group Members shall be
13 stated on the checks. Any check not cashed within 180 calendar days will be void. The Settlement
14 Administrator will provide the Parties with a report of uncashed checks. The money from the
15 uncashed checks, plus any interest accrued thereon, shall be distributed by the Settlement
16 Administrator to the cy pres recipient, Bet Tzedek Legal Services,.

17 The Settlement Administrator shall post the Order and Judgment on the Settlement
18 Administrator's website within seven (7) calendar days after entry of Order and Judgement. The
19 Settlement Administrator shall post a copy of the signed judgment for one hundred eighty (180)
20 calendar days on its website in compliance with Rule 3.771(b) of the California Rules of Court in
21 order to provide notice to the Class Members of this Judgment.

22 **F. Fee Award**

23 Defendant will not oppose a request for attorney fees up to one-third (\$191,666.67) of the
24 Gross Settlement Amount. Defendant will not be obligated to pay any attorney fees of Class
25 Counsel, Plaintiff, or Class Members above this amount. Class Counsel's attorney fee application
26 will be submitted and heard during the Final Approval Hearing. The Court will determine the Fee
27 Award. If the Court believes the Fee Award should be reduced, the other terms of the settlement
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1 will remain in effect and any such reduction will not affect the remaining terms, other than
2 adjusting the Net Settlement Amount.

3 **G. Cost Award**

4 Defendant will not oppose a request for reasonable litigation expenses not to exceed
5 \$15,000.00. Defendant will not be obligated to pay any costs of Class Counsel, Plaintiff, or Class
6 Members above the amount approved by the Court or \$15,000.00, whichever amount is less. Class
7 Counsel's request for costs must be submitted with its fee application and heard during the Final
8 Approval Hearing. The Court will determine the Cost Award. If the Court believes the Cost Award
9 should be reduced, the other terms of the settlement will remain in effect and any such reduction
10 will not affect the remaining terms, other than adjusting the Net Settlement Amount.

11 **H. Incentive Award**

12 Defendant will not object to an Incentive Award of \$5,000.00 to Plaintiff. Defendant will
13 not be obligated to pay any Incentive Award in the Action above this amount. The Incentive
14 Award will be considered miscellaneous income. The Settlement Administrator will issue a Form
15 1099, and any other tax forms, to Plaintiff relating to this award. The Court will determine the
16 Incentive Award. If the Court believes the Incentive Award should be reduced, the other terms of
17 the settlement will remain in effect and any such reduction will not affect the remaining terms,
18 other than adjusting the Net Settlement Amount.

19 Plaintiff acknowledges and agrees that Defendant and his attorneys have made no
20 representations or warranties regarding the tax consequences of payment of the Incentive Award,
21 and Plaintiff has not relied on any such representations or warranties. Plaintiff further agrees to pay
22 and bear sole responsibility for all taxes, liens, levies, encumbrances, interest, and penalties that
23 may be due or payable to any taxing authority as a result of payment of the Incentive Award.
24 Furthermore, Plaintiff agrees to defend and indemnify Defendant in connection with any taxes,
25 fines, interest, or penalties incurred as a result of any failure by Plaintiff to pay taxes due, if any,
26 on the Incentive Award paid.

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1 **I. Settlement Administrator Fees**

2 The Parties agree settlement administration costs will be deducted from the Gross
3 Settlement Amount, subject to approval by the Court. Settlement administration costs are not to
4 exceed \$10,000.00. Any portion of the estimated or designated settlement administration costs that
5 are not in fact required to fulfill the total settlement administration costs shall become part of the
6 Net Settlement Amount.

7 **J. PAGA Penalties**

8 The Parties agree to allocate \$10,000.00 of the Gross Settlement Amount to the resolution
9 of all claims for penalties under PAGA during the PAGA Period. Under Labor Code § 2699(i),
10 75% of that amount will be paid to the LWDA. This amount will be paid by the Settlement
11 Administrator within seven (7) calendar days after receiving the Gross Settlement Amount from
12 Defendant. The other 25% will remain part of the settlement funds.

13 **K. Defendant's Fees and Costs**

14 Defendant will bear its own fees and costs.

15 **V. RELEASE OF CLASS CLAIMS BY THE CLASS**

16 Upon the Settlement Administrator's receipt of the Gross Settlement Amount and the
17 employer's portion of payroll taxes, and after the Effective Date, Plaintiff and all participating
18 Class Members will be deemed to have released the Released Parties of and from all of the
19 Released Class Claims during the Class Period. The Released Class Claims include all claims
20 which Plaintiff, the Class, and/or any Class Member had, or may claim to have, against any of the
21 Released Parties, excluding the Released PAGA Claims, that were alleged or reasonably could
22 have been asserted in the Action based on the facts alleged in the Complaint during the Class
23 Period, including claims for: (1) failure to provide required meal periods; (2) failure to provide
24 required rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5)
25 failure to pay all wages earned; (6) failure to pay all wages due to discharged and quitting
26 employees; (7) failure to maintain required records; (8) failure to furnish accurate itemized wage
27 statements; (9) failure to indemnify employees for necessary expenditures incurred in discharge of
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1 duties; and (10) unfair and unlawful business practices in violation of California Business and
2 Professions Code §§ 17200, et seq.

3 The Released Class Claims expressly exclude the Released PAGA Claims, and
4 participating Class Members will not release the Released PAGA Claims unless such participating
5 Class Members are also PAGA Group Members. Participating Class Members who are also PAGA
6 Group Members shall release the Released PAGA Claims, in addition to releasing the Released
7 Class Claims, upon Defendant's fulfillment of its payment obligations.

8 **VI. RELEASE OF PAGA CLAIMS BY THE PLAINTIFF AND THE LWDA**

9 Upon the Settlement Administrator's receipt of the Gross Settlement Amount and the
10 employer's portion of payroll taxes, and after the Effective Date, Plaintiff and the LWDA only will
11 be deemed to have released the Released Parties of and from all of the Released PAGA Claims
12 during the PAGA Period. However, PAGA Group Members will all be bound by the settlement,
13 judgment, and order entered by the Court as to the Released PAGA Claims, regardless of whether
14 the PAGA Group Member submits a valid Opt-Out to the settlement.

15 **VII. RELEASE OF CLAIMS BY PLAINTIFF**

16 Upon the Settlement Administrator's receipt of the Gross Settlement Amount and the
17 employer's portion of payroll taxes, Plaintiff will be deemed to have released the Released Parties
18 of and from all of the Released Class Claims and Released PAGA Claims during the Class Period
19 and PAGA Period, respectively, as set forth above.

20 Plaintiff's release set forth herein also includes a waiver of all rights under California Civil
21 Code section 1542, which includes a release of all known and unknown claims against the
22 Released Parties that have been alleged or could have been alleged arising out of the facts,
23 circumstances, causes of action, and primary rights alleged in the Action. Civil Code section 1542
24 provides:

25 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
26 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
27 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
28 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

1 Upon the Settlement Administrator's receipt of the Gross Settlement Amount and the
2 employer's portion of payroll taxes, Plaintiff will be deemed to have waived his rights under Civil
3 Code section 1542, as set forth above.

4 **VIII. NULLIFICATION OF THE JOINT STIPULATION**

5 If (a) the Court should for any reason fail to approve this Joint Stipulation in the form
6 agreed to by the Parties, or (b) the Court should for any reason fail to enter a judgment in the
7 Action, or (c) the judgment is reversed, modified, or declared or rendered void, this Joint
8 Stipulation will be null and void, and neither this Joint Stipulation, nor any of the related
9 negotiations or proceedings, will be of any force or effect, and all Parties will stand in the same
10 position, without prejudice, as if the Joint Stipulation had not been entered into or filed.
11 Invalidity of any material portion of this Joint Stipulation will invalidate this Joint Stipulation in
12 its entirety, unless the Parties subsequently agree in writing that the remaining provisions of the
13 Joint Stipulation are to remain in full force and effect or unless as otherwise set forth above.

14 If the number of Class Members who submit valid Opt-Outs exceeds 10%, Defendant may
15 rescind this Joint Stipulation. If Defendant rescinds, it must do so in writing to Class Counsel
16 within fourteen (14) calendar days after the Settlement Administrator notifies the Parties of the
17 total number of valid Opt-Outs received by the Class Member Exclusion Deadline. Defendant shall
18 pay any costs incurred by the Settlement Administrator in the event that Defendant rescinds the
19 Joint Stipulation or the Joint Stipulation is not approved by the Court.

20 **IX. DUTIES OF THE PARTIES**

21 **A. Mutual Full Cooperation**

22 The Parties agree to cooperate to accomplish and implement the terms of this Joint
23 Stipulation. Such cooperation will include, but is not necessarily limited to, execution of such other
24 documents and taking such other actions as may be reasonably necessary to fulfill the terms of this
25 Joint Stipulation. The Parties will use their best efforts, including all efforts contemplated by this
26 Joint Stipulation and any other efforts that may become necessary by court order, or otherwise, to
27 effectuate this Joint Stipulation and the terms set forth herein. As soon as practicable after
28 execution of this Joint Stipulation, Class Counsel, with the cooperation of Defendant and its

counsel, will try to secure Preliminary Approval and Final Approval.

B. Duty to Support and Defend the Settlement

The Parties agree the settlement is fair, adequate, and reasonable and will so represent to the Court. The Parties agree to abide by all terms of the Joint Stipulation in good faith and to support the Joint Stipulation fully, and to use their best efforts to defend this settlement from any legal challenge, whether by appeal or collateral attack.

C. STAY OF LITIGATION

The Parties agree that upon the execution of this Joint Stipulation the litigation shall be stayed, except to effectuate the terms of this Joint Stipulation. The Parties further agree that upon the signing of this Joint Stipulation that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

X. MISCELLANEOUS PROVISIONS

A. Waiver of Appeals

The Parties and Class Members agree to waive any appellate rights; provided, however, Plaintiff may appeal any reduction in the attorney fees and/or cost award.

B. No Admission of Liability

This Joint Stipulation is not an admission of liability by Defendant or any of the Released Parties.

C. Non-Disparagement

Plaintiff agrees not to publicly disparage Defendant or any of the Released Parties and Defendant agrees not to publicly disparage Plaintiff or any of his representatives.

D. Construction

The Parties agree this Joint Stipulation resulted from lengthy, intensive, arm's-length negotiations, and it is not to be construed for or against any party for any reason.

E. Choice of Law

This Joint Stipulation is intended to and will be governed by the laws of California, without regard to conflicts of law principles. The Court will retain continuing jurisdiction to enforce the settlement.

1 **F. Captions and Interpretations**

2 Paragraphs, titles, or captions contained herein are inserted as a matter of convenience and
3 for reference only, and in no way define, limit, extend, or describe the scope of this Joint
4 Stipulation or any provision thereof.

5 **G. Modifications**

6 This Joint Stipulation may not be changed, altered, or modified, except in writing signed by
7 counsel for the Parties and approved by the Court. This Joint Stipulation may not be discharged
8 except by performance under its terms or by a writing signed by the Parties.

9 **H. Integration Clause**

10 All prior or contemporaneous agreements, understandings, representations, and statements,
11 whether oral or written, between the Parties are merged herein. No rights under this Joint
12 Stipulation may be waived except in writing. However, if there is a conflict between the terms of
13 this Joint Stipulation and the Memorandum of Understanding entered into between the Parties, the
14 latter shall control.

15 **I. Successors and Assigns**

16 This Joint Stipulation will be binding upon and inure to the benefit of the Parties and their
17 respective heirs, trustees, executors, administrators, successors, and assigns.

18 **J. Class Counsel Signatories**

19 Because the Class Members are so numerous, the Parties agree it is impossible or
20 impractical to have each Class Member sign this Joint Stipulation. This Joint Stipulation may be
21 executed on behalf of the Class by Class Counsel and Plaintiff.

22 **K. Plaintiff's Waiver of Right to be Excluded or Object**

23 Plaintiff agrees not to Opt-Out of the Class and agrees not to object to any terms of this
24 Joint Stipulation. Non-compliance by Plaintiff with this paragraph will be void and of no force or
25 effect. Any such request for exclusion or objection by Plaintiff will therefore be void and of no
26 force or effect.

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The Parties may execute this Joint Stipulation in counterparts, and execution of counterparts will have the same force and effect as if all Parties signed the same instrument.

[[Signatures on Next Page]]

PLAINTIFF AND CLASS COUNSEL

Dated: 12/05, 2024


Miguel Valles (Dec 5, 2024 16:39 PST)

Miguel Valles

Dated: December 6, 2024

MATERN LAW GROUP, PC

By:



Matthew J. Matern

Matthew W. Gordon

Attorneys for Plaintiff

MIGUEL VALLES, individually, and on behalf
of other persons similarly situated

DEFENDANT AND DEFENDANT'S COUNSEL

Dated: 12/6/2024, 2024

Angelica Talbert

ID Bh5gQTBfPbS1ukCCQefwxzoq

Authorized to sign on behalf of Defendant

Dated: 12/6/2024, 2024

ANDREA PARIS LAW, PC

Andrea Paris

ID gTfqVnfhQ9zSdhhzXTJBhFc

By:

Andrea W. S. Paris
Attorneys for Defendant

EXHIBIT 1

1 **COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND**
2 **HEARING DATE FOR FINAL COURT APPROVAL**

3 **Miguel Valles v. Talbert Architectural Panel & Door, Inc.**
4 **Case No. 30-2020-01174514-CU-OE-CXC**

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

7 **You may be eligible to receive money** from an employee class action lawsuit ("Action")
8 against Talbert Architectural Panel & Door, Inc. ("Talbert") for alleged wage and hour violations.
9 The Action was filed by a former Talbert employee Miguel Valles ("Plaintiff") and seeks
10 payment of (1) back wages and other relief for a class of hourly employees ("Class Members")
11 who worked for Talbert during the Class Period (December 14, 2016 to June 14, 2022); and (2)
12 penalties under the California Private Attorneys General Act ("PAGA") for all hourly employees
13 who worked for Talbert during the PAGA Period (October 10, 2019 to June 14, 2022) ("PAGA
14 Group Members").

15 The proposed Settlement has two main parts: (1) a Class Settlement requiring Talbert to
16 fund Individual Class Payments, and (2) a PAGA Settlement requiring Talbert to fund Individual
17 PAGA Payments and pay penalties to the California Labor and Workforce Development Agency
18 ("LWDA").

19 Based on Talbert's records, and the Parties' current assumptions, **your Individual**
20 **Settlement Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual**
21 **PAGA Payment is estimated to be \$ [REDACTED].** The actual amount you may receive likely will be
22 different and will depend on a number of factors. (If no amount is stated for your Individual
23 PAGA Payment, then according to Talbert's records you are not eligible for an Individual PAGA
24 Payment under the Settlement because you didn't work during the PAGA Period.)

25 The above estimates are based on Talbert's records showing that **you worked [REDACTED]**
26 **workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA
27 Period. If you believe that you worked more workweeks or pay periods during either period, you
28 can submit a challenge by the deadline date. See Section 4 of this Notice.

29 The Court has already preliminarily approved the proposed Settlement and approved this
30 Notice. The Court has not yet decided whether to grant final approval. Your legal rights are
31 affected whether you act or not act. Read this Notice carefully. At the Final Approval Hearing,
32 the Court will decide whether to finally approve the Settlement and how much of the Settlement
33 will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide
34 whether to enter a judgment that requires Talbert to make payments under the Settlement and
35 requires Class Members and PAGA Group Members to give up their rights to assert certain
36 claims against Talbert.

37 If you worked for Talbert during the Class Period and/or the PAGA Period, you have two
38 basic options under the Settlement:

39 (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement
40 and be eligible for an Individual Settlement Payment and/or an Individual PAGA Payment. As a
41 Participating Class Member, though, you will give up your right to assert Class Period wage
42 claims and PAGA Period penalty claims against Talbert.

43 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class
44 Settlement (opt-out) by submitting the enclosed Opt-Out Form or otherwise notifying the
45 Administrator in writing on or before [Response Deadline]. If you opt-out of the Settlement, you
46 will not receive an Individual Settlement Payment. You will, however, preserve your right to

personally pursue Class Period wage claims against Talbert, and, if you are an PAGA Group Member, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Talbert will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Talbert that are covered by this Settlement (Released Claims).
You Can Opt-Out of the Class Settlement but not the PAGA Settlement The Opt-Out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by filling out and sending the Administrator the enclosed Opt-Out Form. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Talbert must pay Individual PAGA Payments to all PAGA Group Members and the PAGA Group Members must give up their rights to pursue Released PAGA Claims against the Released Parties (defined below).
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Settlement Payment and PAGA Payment (if any) depends on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Talbert's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

1 Plaintiff is a former Talbert employee. The Action accuses Talbert of violating California
2 labor laws by failing to pay overtime wages, minimum wages, wages due upon termination, and
3 reimbursable expenses; failing to maintain required records, and failing to provide meal periods,
4 rest breaks, and accurate itemized wage statements. Based on the same claims, Plaintiff has also
5 asserted a claim for civil penalties under the California Private Attorneys General Act (Labor
Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Mathew J.
Matern and Mathew W. Gordon of Matern Law Group, PC ("Class Counsel"). Talbert strongly
denies violating any laws or failing to pay any wages and contends it complied with all applicable
laws.

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

7 So far, the Court has made no determination whether Talbert or Plaintiff is correct on the
8 merits. In the meantime, Plaintiff and Talbert hired an experienced, neutral mediator in an effort
9 to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than
10 continuing the expensive and time-consuming process of litigation. The negotiations were
11 successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to
jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement,
Plaintiff and Talbert have negotiated a proposed Settlement that is subject to the Court's Final
Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By
agreeing to settle, Talbert does not admit any violations or concede the merit of any claims.

12 Plaintiff and Class Counsel believe the Settlement is a good deal for you because they
13 believe that: (1) Talbert has agreed to pay a fair, reasonable and adequate amount considering the
14 strength of the claims and the risks and uncertainties of continued litigation; and (2) the
Settlement is in the best interests of the Class Members and PAGA Group Members. The Court
preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this
Notice, and scheduled a hearing to determine Final Approval.

15 **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED 16 SETTLEMENT?**

17 **1. Talbert Will Pay \$575,000.00 as the Gross Settlement Amount (Gross Settlement).**

18 Talbert has agreed to deposit the Gross Settlement into an account controlled by the
19 Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the
20 Individual Settlement Payments, Individual PAGA Payments, Incentive Award, Class Counsel's
21 attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the
California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants
Final Approval, Talbert will fund the Gross Settlement not more than 7 days after the Judgment
entered by the Court become final. The Judgment will be final on the date the Court enters
Judgment, or a later date if Participating Class Members object to the proposed Settlement or the
Judgment is appealed.

22 **2. Court Approved Deductions from Gross Settlement.** At the Final Approval Hearing,
23 Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the
24 Gross Settlement, the amounts of which will be decided by the Court at the Final Approval
Hearing:

25 A. Up to \$191,666.67 (1/3 of the Gross Settlement) to Class Counsel for attorneys'
26 fees and up to \$15,000.00 for their litigation expenses. To date, Class Counsel
have worked and incurred expenses on the Action without payment.

27 B. Up to \$5,000.00 to Plaintiff as an Incentive Award for filing the Action,
28 working with Class Counsel and representing the Class. An Incentive Award
will be the only monies Plaintiff will receive other than Plaintiff's Individual
Settlement Payment and any Individual PAGA Payment.

1 C. Up to \$10,000.00 to the Administrator for services administering the
2 Settlement.

3 D. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA
4 Payment and 25% in Individual PAGA Payments to the PAGA Group Members
5 based on their PAGA Period Pay Periods. Participating Class Members have the
6 right to object to any of these deductions. The Court will consider all
7 objections.

8 3. Net Settlement Distributed to Class Members. After making the above deductions in
9 amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement
10 (the "Net Settlement") by making Individual Settlement Payments to Participating Class
11 Members based on their Class Period Workweeks.

12 4. Taxes Owed on Payments to Class Members. Plaintiff and Talbert are asking the Court to
13 approve an allocation of Class Members' settlement payments as follows: 20% as wages, 30% as
14 interest, and 50% as penalties. The amount paid as wages shall be subject to all tax withholdings
15 customarily made from each employee's wages and all other authorized and required withholdings
16 and shall be reported by W-2 forms. The Settlement Administrator will issue the appropriate federal
17 and state tax forms, including IRS Form 1099 for the non-wage portion. Plaintiff and Talbert are
18 asking the Court to approve the following allocation for Individual PAGA Payments: 100% as
19 penalties not subject to tax withholdings.

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

25 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual
26 Settlement Payments and Individual PAGA Payments will show the date when the check expires
27 (the void date). If you don't cash it by the void date, your check will be automatically cancelled,
28 and the monies will be irrevocably lost to you because they will be paid to a non-profit
organization or foundation ("Cy Pres").

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a
Participating Class Member, participating fully in the Class Settlement, unless you notify the
Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest
way to notify the Administrator is to complete the enclosed Opt-Out Form and mail, fax, or email
it to the Administrator by [REDACTED]. The Opt-Out Form includes information about the
Class Member or his/her representative setting forth a Class Member's name, present address,
telephone number, and signature. A written request for exclusion should include the same
information. Excluded Class Members (i.e., Non-Participating Class Members) will not receive
Individual Settlement Payments, but will preserve their rights to personally pursue wage and hour
claims against Talbert.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
Individual PAGA Payments and are required to give up their right to assert PAGA claims against
Talbert based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
possible the Court will decline to grant Final Approval of the Settlement or decline to enter a
Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff

1 and Talbert have agreed that, in either case, the Settlement will be void: Talbert will not pay any
2 money and Class Members will not release any claims against Talbert.

3 8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the
4 “Administrator”) to send this Notice, calculate and make payments, and process Class Members’
5 Opt-Out Forms. The Administrator will make initial decisions regarding Class Member
6 Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform
7 other tasks necessary to administer the Settlement. The Administrator’s contact information is
8 contained in Section 9 of this Notice. The Parties shall file with the Court all disputes submitted
9 by Class Members, the evidence submitted, and the resolution of the disputes. Although the
10 Settlement Administrator may make an initial decision regarding claim disputes, the Court may
11 review any decision made by the Administrator regarding a claim dispute.

12 9. Participating Class Members’ Release. After the Judgment is final and Talbert has fully
13 funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class
14 Members will be legally barred from asserting any of the claims released under the Settlement.
15 This means that unless you opted out by validly excluding yourself from the Class Settlement,
16 you cannot sue, continue to sue, or be part of any other lawsuit against Talbert or related entities
17 for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as
18 alleged in the Action and resolved by this Settlement.

19 The Participating Class Members will be bound by the following release, regardless of
20 whether they cash their Individual Settlement Payment check:

21 “Released Class Claims” means all claims which Plaintiff, the Class, and/or any Class
22 Member had, or may claim to have, against any of the Released Parties, excluding the
23 Released PAGA Claims, that were alleged or reasonably could have been asserted in the
24 Action based on the facts alleged in the Complaint during the Class Period, including
25 claims for: (1) failure to provide required meal periods; (2) failure to provide required
26 rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5)
27 failure to pay all wages earned; (6) failure to pay all wages due to discharged and quitting
28 employees; (7) failure to maintain required records; (8) failure to furnish accurate
itemized wage statements; (9) failure to indemnify employees for necessary expenditures
incurred in discharge of duties; and (10) unfair and unlawful business practices in
violation of California Business and Professions Code §§ 17200, et seq.

“Released Parties” means Talbert and all of its past and present owners, officers,
directors, shareholders, employees, agents, assigns, attorneys, insurers, brands and
concepts, parent companies, subsidiaries, and affiliates, and their respective predecessors,
successors, and assigns.

10. PAGA Group Members’ PAGA Release. After the Court’s judgment is final, and
Talbert has paid the Gross Settlement and separately paid the employer-side payroll taxes, all
PAGA Group Members will be barred from asserting the Released PAGA Claims against Talbert,
whether or not they exclude themselves from the Settlement. This means that all PAGA Group
Members, including those who are Participating Class Members and those who opt-out of the
Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against
Talbert or its related entities based on the PAGA Period facts alleged in the Action and resolved
by this Settlement. PAGA Group Members are bound by the terms of the Released PAGA Claims
even if they do not cash their Individual PAGA Payment.

The PAGA Group Members’ Release for Participating and Non-Participating Class
Members is as follows:

1 “Released PAGA Claims” means all claims for civil penalties under the California Labor
2 Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code Section 2698 *et*
3 *seq.*, against the Released Parties during the PAGA Period based on the facts alleged in
4 the Complaint and Plaintiff’s PAGA notice letter to the LWDA, including claims for civil
5 penalties under PAGA based on violations of Labor Code §§ 201, 202, 203, 204, 210,
6 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1193.6, 1194, 1197, 1197.1, 1198,
7 and/or 2802.

8 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

9 1. Individual Settlement Payments. The Administrator will calculate Individual Settlement
10 Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
11 by all Participating Class Members, and (b) multiplying the result by the number of Workweeks
12 worked by each individual Participating Class Member.

13 2. Individual PAGA Payments. The Administrator will calculate Individual PAGA
14 Payments by (a) dividing \$2,500.00 by the total number of PAGA Pay Periods worked by all
15 PAGA Group Members and (b) multiplying the result by the number of PAGA Period Pay
16 Periods worked by each individual PAGA Group Member.

17 3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked
18 during the Class Period and the number of PAGA Pay Periods you worked during the PAGA
19 Period, as recorded in Talbert’s records, are stated on the first page of this Notice. You have until
20 [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You
21 can submit your challenge by signing and sending a letter to the Administrator via mail, email or
22 fax. Section 9 of this Notice has the Administrator’s contact information.

23 You need to support your challenge by sending copies of pay stubs or other records. The
24 Administrator will accept Talbert’s calculation of Workweeks and/or Pay Periods based on
25 Talbert’s records as accurate unless you send copies of records containing contrary information.
26 You should send copies rather than originals because the documents will not be returned to you.
27 The Administrator will resolve Workweek and/or Pay Period challenges based on your
28 submission and on input from Class Counsel (who will advocate on behalf of Participating Class
Members) and Talbert’s Counsel.

The Parties shall file with the Court all disputes submitted by Class Members, 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 decision made
by the Settlement Administrator regarding a claim dispute.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check
to every Participating Class Member (i.e., every Class Member who does not opt-out) including
those who also qualify as PAGA Group Members. The single check will combine the Individual
Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single
Individual PAGA Payment check to every PAGA Group Member who opts out of the Class
Settlement (i.e., every Non-Participating Class Member).

**Your check will be sent to the same address as this Notice. If you change your
address, be sure to notify the Administrator as soon as possible. Section 9 of this
Notice has the Administrator’s contact information.**

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

1 Submit the enclosed Opt-Out Form or a written and signed letter with your name, present
2 address, telephone number, and a simple statement that you do not want to participate in the
3 Settlement via mail, email, or fax to the Administrator. The Administrator will exclude you based
4 on any writing communicating your request be excluded. Be sure to personally sign your request,
5 identify the Action as *Miguel Valles v. Talbert Architectural Panel & Door, Inc.*, and include
6 your identifying information (full name, address, and telephone number). You must make the
7 request yourself. If someone else makes the request for you, it will not be valid. The
8 Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.
9 Section 9 of the Notice has the Administrator's contact information.

10 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

11 Only Participating Class Members have the right to object to the Settlement. A
12 Participating Class Member who disagrees with any aspect of the Agreement may wish to object,
13 for example, that the proposed Settlement is unfair, or that the amounts requested by Class
14 Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the
15 Administrator is [REDACTED]. A Participating Class Member who disagrees with any aspect
16 of the Settlement may fill out the enclosed Objection Form and submit it to the Administrator via
17 mail, email, or fax. Be sure to tell the Administrator what you object to, why you object, and any
18 facts that support your objection. Make sure you identify the Action, *Miguel Valles v. Talbert
19 Architectural Panel & Door, Inc.*, and include your name, current address, telephone number, and
20 approximate dates of employment with Talbert and sign the objection. Section 9 of this Notice
21 has the Administrator's contact information.

22 Alternatively, a Participating Class Member can object (or personally retain a lawyer to
23 object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should
24 be ready to tell the Court what you object to, why you object, and any facts that support your
25 objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final
26 Approval Hearing.

27 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

28 You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at
[REDACTED] in Department CX104 of the Orange County Superior Court Civil Complex Center,
located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. At the Final Approval Hearing, the
judge will decide whether to grant Final Approval of the Settlement and how much of the Gross
Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite
comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can
attend (or hire a lawyer to attend) either personally or virtually via
<https://www.occourts.org/media-relations/aci.html>. Check the Court's website for the most
current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the
Administrator's website (www.cptgroupcaseinfo.com/TalbertArchitecturalSettlement) beforehand
or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Talbert and Plaintiff have promised to do under the
proposed Settlement. The easiest way to read the Agreement or any other important Settlement
documents is to go to the Administrator's Settlement website at
www.cptgroupcaseinfo.com/TalbertArchitecturalSettlement. You can also telephone or send an
email to Class Counsel or the Administrator using the contact information listed below, or consult
the Superior Court website by going to (<http://www.occourts.org>) and entering the Case Number
for the Action, Case No. 30-2020-01174514-CU-OE-CXC. The case documents and docket will

1 be available on the Superior Court website. You can also make an appointment to personally
2 review court documents in the Clerk's Office at the Orange County Superior Court Civil
Complex Center Courthouse by calling (657) 622-5301.

3 The Settlement Administrator will post all key documents on its website, including the
4 operative complaint, the PAGA notice letter(s) to the LWDA, the Settlement Agreement and any
5 amendments, the Class Notice, the Opt-Out Form, the Objection Form, the orders granting
preliminary and final approval, and the Judgment. The Judgment will be posted for at least 180
days on the Administrator's website.

6 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION**
7 **ABOUT THE SETTLEMENT.**

8 Class Counsel: Matern Law Group, PC
9 Name of Attorney: Matthew W. Gordon
10 Email Address: mgordon@maternlawgroup.com
11 Name of Firm: Matern Law Group, PC
12 Mailing Address: 2101 E. El Segundo Blvd., Suite 403
El Segundo, California 90245
13 Telephone: (310) 531-1900

14 Settlement Administrator: CPT Group, Inc.
15 Name of Company: CPT Group, Inc.
16 Email Address: ClassMemberQuestions@cptgroup.com
17 Mailing Address: 50 Corporate Park, Irvine, CA 92606
18 Telephone: (877) 705-5021
19 Fax Number: (949) 419-3446

20 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

21 If you lose or misplace your settlement check before cashing it, the Administrator will
22 replace it as long as you request a replacement before the void date on the face of the original
23 check. If your check is already void, you will have no way to recover the money.

24 **11. WHAT IF I CHANGE MY ADDRESS?**

25 To receive your check, you should immediately notify the Administrator if you move or
26 otherwise change your mailing address.
27
28

**AVISO DEL ACUERDO DE LA DEMANDA COLECTIVA Y DE PAGA APROBADO
POR LA CORTE Y LA FECHA DE AUDIENCIA PARA LA APROBACIÓN FINAL DE
LA CORTE**

**Miguel Valles v. Talbert Architectural Panel & Door, Inc.
Caso No. 30-2020-01174514-CU-OE-CXC**

***La Corte Superior para el Estado de California autorizó este Aviso. ¡Léalo cuidadosamente!
No es correo basura, spam, publicidad o solicitud de un abogado. Usted no está siendo
demandado.***

Usted puede ser elegible para recibir dinero de una demanda colectiva de empleados (“Demanda”) en contra de Talbert Architectural Panel & Door, Inc. (“Talbert”) por las supuestas violaciones de salarios y horarios. La Demanda fue presentada por un empleado anterior de Talbert, Miguel Valles (“Demandante”) y solicita el pago de (1) salarios atrasados y otras compensaciones para una clase de empleados pagados por hora (“Miembros de la Clase”) que trabajaron para Talbert durante el Período de la Clase (14 de diciembre del 2016 hasta el 14 de junio del 2022); y (2) sanciones conforme a la Ley General de Abogados Privados de California (“PAGA,” por sus siglas en inglés) para todos los empleados pagados por hora que trabajaron para Talbert durante el Período de PAGA (10 de octubre del 2019 hasta el 14 de junio del 2022) (“Miembros del Grupo de PAGA”).

El Acuerdo propuesto tiene dos partes principales: (1) un Acuerdo de la Clase que requiere que Talbert financie los Pagos Individuales de PAGA, y (2) un Acuerdo de PAGA que requiere que Talbert financie los Pagos Individuales de PAGA y pague sanciones a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA,” por sus siglas en inglés).

Sobre de los registros de Talbert, y las suposiciones actuales de las Partes, **su Pago Individual de PAGA se estima ser de \$ [REDACTED] (menos las retenciones) y su Pago Individual de PAGA se estima ser de \$ [REDACTED]**. La cantidad real que usted pueda recibir probablemente será diferente y dependerá de varios factores. (Si no se indica alguna cantidad para su Pago Individual de PAGA, entonces, según los registros de Talbert, usted no es elegible para un Pago Individual de PAGA conforme al Acuerdo porque no trabajó durante el Período de PAGA).

Las estimaciones anteriores se basan en los registros de Talbert que muestran que **usted trabajó [REDACTED] semanas laborales** durante el Período de la Clase y **usted trabajó [REDACTED] períodos de pago** durante el Período de PAGA. Si cree que trabajó más semanas laborales o períodos de pago durante cualquiera de los dos períodos, usted puede presentar una disputa antes de la fecha límite. Ver la Sección 4 de este Aviso.

La Corte ya ha aprobado preliminarmente el Acuerdo propuesto y ha aprobado este Aviso. La Corte aún no ha decidido si concederá la aprobación definitiva. Sus derechos legales serán afectados tanto si actúa o no actúa. Lea este Aviso cuidadosamente. En la Audiencia de Aprobación Final, la Corte decidirá si aprueba finalmente el Acuerdo y qué parte del Acuerdo se pagará al Demandante y a los Abogados del Demandante (“Abogados de la Clase”). La Corte también decidirá si dicta una sentencia que obligue a Talbert hacer pagos según el Acuerdo y que obligue a los Miembros de la Clase y a los Miembros del Grupo de PAGA a renunciar a sus derechos de afirmar ciertos reclamos en contra de Talbert.

Si usted trabajó para Talbert durante el Período de la Clase y/o el Período de PAGA, usted tiene dos opciones básicas conforme al Acuerdo:

(1) No hacer nada. Usted no tiene que hacer nada para participar en el Acuerdo propuesto y ser elegible para un Pago Individual de PAGA y/o un Pago Individual de PAGA. Sin embargo, como un Miembro Participante de la Clase, usted renunciará a su derecho de afirmar los

reclamos salariales del Período de Clase y los reclamos de las sanciones del Período de PAGA en contra de Talbert.

(2) **Excluirse del Acuerdo de la Clase.** Usted puede excluirse del Acuerdo de la Clase (“optar por excluirse”) presentando la Forma de Exclusión adjunta o de otro modo notificando al Administrador por escrito en o antes del [Response Deadline]. Si opta por excluirse del Acuerdo, no recibirá un Pago Individual de la Clase. Sin embargo, conservará su derecho a presentar personalmente los reclamos salariales del Período de la Clase en contra de Talbert, y, si es un Miembro del Grupo de PAGA, seguirá siendo elegible para recibir un Pago Individual de PAGA. Usted no puede optar por excluirse de la porción de PAGA del Acuerdo propuesto.

Talbert no tomará represalias en contra de usted por ninguna acción que tome con respecto al Acuerdo propuesto.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

Usted No Tiene Que Hacer Nada Para Participar en el Acuerdo	Si usted no hace nada, usted será un Miembro Participante de la Clase, elegible para un Pago Individual de la Clase (si lo hay). A cambio, usted renunciará a su derecho de afirmar los reclamos salariales en contra de Talbert que están cubiertos por este Acuerdo (Reclamos Liberados).
Usted Puede Optar Por Excluirse del Acuerdo de la Clase, Pero No del Acuerdo de PAGA La Fecha Límite de Exclusión es [REDACTED]	Si no desea participar completamente en el Acuerdo propuesto, usted puede optar por excluirse del Acuerdo de la Clase llenando por completo y enviando al Administrador la Forma de Exclusión adjunta. Una vez excluido, usted será un Miembro de la Clase No Participante y ya no será elegible para un Pago Individual de la Clase. Los Miembros de la Clase No Participantes no pueden objetar a ninguna porción del Acuerdo propuesto. Ver la Sección 6 de este Aviso. Usted no puede optar por excluirse de la porción de PAGA del Acuerdo propuesto. Talbert debe pagar los Pagos Individuales de PAGA a todos los Miembros del Grupo de PAGA y los Miembros del Grupo de PAGA deben renunciar a sus derechos de presentar los Reclamos Liberados de PAGA en contra de las Partes Liberadas (definidos a continuación).
Los Miembros Participantes de la Clase Pueden Objetar el Acuerdo de la Clase Las Objeciones Escritas Deben Ser Presentadas antes del [REDACTED]	Todos los Miembros de la Clase que no opten por la exclusión (“Miembros Participantes de la Clase”) pueden objetar a cualquier aspecto del Acuerdo propuesto. La decisión de la Corte sobre la aprobación final del Acuerdo incluirá la determinación de cuánto se pagará a los Abogados de la Clase y al Demandante que presentó la Demanda en nombre de la Clase. Usted no es personalmente responsable de ningún pago a los Abogados de la Clase o al Demandante, pero cada dólar pagado a los Abogados de la Clase y al Demandante reduce la cantidad total pagada a los Miembros Participantes de la Clase. Usted puede objetar a las cantidades solicitadas por los Abogados de la Clase o el Demandante si considera que no son razonables. Ver la Sección 7 de este Aviso.
Usted Puede Participar en la Audiencia de Aprobación Final del [REDACTED].	La Audiencia de Aprobación Final de la Corte está programada para llevarse a cabo el [REDACTED]. Usted no tiene que asistir, pero tiene derecho a comparecer (o contratar a un abogado para que comparezca en su nombre por su propia cuenta), en persona, por teléfono o utilizando la plataforma de comparecencia virtual de la Corte. Los Miembros Participantes de la Clase pueden objetar verbalmente al Acuerdo en la Audiencia de Aprobación Final. Ver la Sección 8 de este Aviso.
Usted Puede Disputar	Las cantidades de su Pago Individual de la Clase y el Pago de PAGA

El Cálculo De Sus Semanas De Trabajo/Períodos de Pago	(si lo hay) dependen de cuántas semanas de trabajo usted trabajó por lo menos un día durante el Período de la Clase y cuántos Períodos de Pago usted trabajó por lo menos un día durante el Período de PAGA, respectivamente. El número de Semanas Laborales del Período de la Clase y el número de Períodos de Pago del Período de PAGA que usted trabajó según los registros de los Demandados se indican en la primera página de este Aviso. Si no está de acuerdo con alguno de estos números, usted debe disputarla antes del 6 de enero del 2025. Ver la Sección 4 de este Aviso.
Las impugnaciones por escrito deben enviarse a [REDACTED]	

1. ¿DE QUÉ SE TRATA LA DEMANDA?

El Demandante es un empleado anterior de Talbert. La Demanda acusa a Talbert de violar las leyes laborales de California al no pagar los salarios de las horas extras, los salarios mínimos, los salarios adeudados por despido y los gastos reembolsables; al no mantener los registros requeridos y al no proporcionar los períodos de comida, los períodos de descanso y las declaraciones salariales precisas y detalladas. Sobre la base de los mismos reclamos, el Demandante también ha afirmado un reclamo por sanciones civiles bajo la Ley General de Abogados Privados de California (§§ 2698, y siguientes del Código Laboral) (“PAGA,” por sus siglas en inglés). El Demandante es representado en la Demanda por los abogados Mathew J. Matern y Mathew W. Gordon de Matern Law Group, PC (“Abogados de la Clase”). Talbert niega firmemente haber violado alguna ley o no haber pagado ningún salario y sostiene que cumplió con todas las leyes aplicables.

2. ¿QUÉ SIGNIFICA QUE LA DEMANDA SE HA RESUELTO?

Hasta el momento, la Corte no ha determinado si Talbert o el Demandante tienen la razón sobre los méritos. Mientras tanto, el Demandante y Talbert contrataron a un mediador experimentado y neutral en un esfuerzo por resolver la Demanda negociando el fin del caso mediante un acuerdo (resolver el caso) en lugar de continuar con el costoso y proceso de litigio. Las negociaciones tuvieron éxito. Mediante la firma de una extensa resolución del acuerdo escrito (“Acuerdo”) y acordando solicitar conjuntamente a la Corte que dicte una sentencia que resuelva a la Demanda y haga cumplir el Acuerdo, el Demandante y Talbert han negociado un Acuerdo propuesto que está sujeta a la Aprobación Final de la Corte. Ambas partes acuerdan que el Acuerdo propuesto es un compromiso de los reclamos en disputa. Al aceptar el acuerdo, Talbert no admite ninguna violación ni concede los méritos de ninguno de los reclamos.

El Demandante y los Abogados de la Clase creen que el Acuerdo es un buen trato para usted porque creen que: (1) Talbert ha acordado pagar una cantidad justa, razonable y adecuada considerando la solidez de los reclamos y los riesgos e incertidumbres de continuar el litigio; y (2) el Acuerdo es lo mejor para los Miembros de la Clase y los Miembros del Grupo de PAGA. La Corte aprobó preliminarmente el Acuerdo propuesto como justo, razonable y adecuado, autorizó este Aviso y programó una audiencia para determinar la Aprobación Final.

3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DE LA

1. Talbert pagará \$575,000.00 como Cantidad Bruta del Acuerdo (Acuerdo Bruto). Talbert ha acordado depositar el Acuerdo Bruto en una cuenta controlada por el Administrador del Acuerdo. El Administrador utilizará el Acuerdo Bruto para pagar los Pagos Individuales de PAGA, la Adjudicación Incentiva, los honorarios y gastos de los Abogados de la Clase, los gastos del Administrador y las sanciones que se pagarán a la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo de California (“LWDA,” por sus siglas en inglés). Suponiendo que la Corte conceda la Aprobación Final, Talbert financiará el Acuerdo Bruto no más de 7 días después de que la Sentencia sea dictada por la Corte se finalice. La Sentencia será definitiva en la fecha en que la Corte dicte Sentencia, o en una fecha posterior si los Miembros Participantes de la Clase objetan al Acuerdo propuesto o se apela la Sentencia.

1 2. Deducciones del Acuerdo Bruto aprobadas por la Corte. En la Audiencia de Aprobación
2 Final, el Demandante y/o los Abogados de la Clase le pedirán a la Corte que apruebe las
3 siguientes deducciones del Acuerdo Bruto, dichas cantidades serán decididas por la Corte en la
4 Audiencia de Aprobación Final:

5 A. Hasta \$191,666.67 (1/3 del Acuerdo Bruto) a los Abogados de la Clase para los
6 honorarios de abogados y hasta \$15,000.00 por sus gastos de litigio. Hasta la
7 fecha, los Abogados de la Clase han trabajado e incurrido en gastos en la
8 Demanda sin recibir pago alguno.

9 B. Hasta \$5,000.00 al Demandante como una Adjudicación Incentiva por presentar
10 la Demanda, trabajar con los Abogados de la Clase y representar a la Clase. Una
11 Adjudicación Incentiva será el único dinero que recibirá el Demandante aparte
12 del Pago Individual de PAGA y cualquier Pago Individual de PAGA del
13 Demandante.

14 C. Hasta \$10,000.00 al Administrador por servicios de administrar el Acuerdo.

15 D. Hasta \$10,000.00 para las Sanciones de PAGA, asignados 75% al Pago de
16 PAGA de la LWDA y 25% en Pagos Individuales de PAGA a los Miembros del
17 Grupo de PAGA sobre la base de sus Períodos de Pago de PAGA. Los
18 Miembros Participantes de la Clase tienen derecho a objetar a cualquiera de
19 estas deducciones. La Corte considerará todas las objeciones.

20 3. Acuerdo Neto Distribuido a los Miembros de la Clase. Después de hacer las
21 deducciones anteriores en las cantidades aprobadas por la Corte, el Administrador distribuirá el
22 resto del Acuerdo Bruto (el “Acuerdo Neto”) haciendo Pagos Individuales del Acuerdo a los
23 Miembros Participantes de la Clase basados en sus Semanas de Trabajo del Período de la Clase.

24 4. Impuestos Adeudados sobre los Pagos a los Miembros de la Clase. El Demandante y
25 Talbert solicitan a la Corte que apruebe una asignación de los pagos del acuerdo de los Miembros
26 de la Clase de la siguiente manera: 20% como salarios, 30% como intereses y 50% como sanciones.
27 La cantidad pagada como salarios estará sujeta a todas las retenciones de impuestos que se hacen
28 habitualmente de los salarios de cada empleado y a todas las demás retenciones autorizadas y
requeridas, y se informará mediante las formas W-2. El Administrador del Acuerdo emitirá las
formas fiscales federales y estatales correspondientes, incluyendo la Forma 1099 del IRS para la
porción no salarial. El Demandante y Talbert le piden a la Corte que apruebe la siguiente
asignación para los Pagos Individuales de PAGA: 100% como sanciones no sujetas a retención de
impuestos.

Aunque el Demandante y Talbert han acordado estas asignaciones, ninguna de las partes
le está dando ningún asesoramiento sobre si sus pagos están sujetos a impuestos o cuánto podría
deber en impuestos. Usted es responsable de pagar todos los impuestos (incluyendo sanciones e
intereses sobre impuestos atrasados) sobre cualquier pago recibido del Acuerdo propuesto. Usted
debe consultar con un asesor fiscal si tiene alguna pregunta sobre las consecuencias fiscales del
Acuerdo propuesto.

5. Es Necesario Cobrar Prontamente Los Cheques De Pago. El anverso de cada cheque
emitido para los Pagos Individuales de Clase y los Pagos Individuales de PAGA mostrará la fecha
en que vence el cheque (la fecha de anulación). Si no lo cobra antes de la fecha de anulación, su
cheque se cancelará automáticamente, y el dinero se perderá irrevocablemente para usted porque
se pagará a una organización sin fines de lucro (“Cy Pres”).

6. Solicitudes de Exclusión del Acuerdo de la Clase (Optar por la Exclusión). Usted será

1 tratado como un Miembro Participante de la Clase, participando completamente en el Acuerdo de
2 la Clase, a menos de que notifique al Administrador por escrito, a no más tardar el
3 _____, que desea excluirse. La manera más fácil de notificar al Administrador es
4 llenar por completo la Forma de Exclusión adjunta y enviarla por correo, fax o correo electrónico
5 al Administrador a _____. La Forma de Exclusión incluye la información sobre el
6 Miembro de la Clase o su representante en la que se indica el nombre, la dirección actual, el
7 número de teléfono y la firma del Miembro de la Clase. Una solicitud de exclusión por escrito
8 debe incluir la misma información. Los Miembros Excluidos de la Clase (es decir, los Miembros
9 de la Clase No Participantes) no recibirán los Pagos Individuales del Acuerdo, pero conservarán
10 sus derechos de presentar personalmente los reclamos en contra de Talbert por salarios y horarios.

11 No pueden excluirse de la porción de PAGA del Acuerdo. Los Miembros de la Clase que
12 se excluyan del Acuerdo de la Clase (Miembros de la Clase No Participantes) seguirán siendo
13 elegibles para los Pagos Individuales de PAGA y deberán renunciar a su derecho a afirmar los
14 reclamos en contra de Talbert basados en los hechos del Período de PAGA alegados en la
15 Demanda.

16 7. El Acuerdo Propuesto será Nulo si la Corte Niega la Aprobación Final. Es posible que
17 la Corte se niegue a conceder la Aprobación Final al Acuerdo o se niegue a dictar una Sentencia.
18 También es posible que la Corte dicte una sentencia que sea revocada en apelación. El
19 Demandante y Talbert han acordado que, en cualquier caso, el Acuerdo será nulo: Talbert no
20 pagará ningún dinero y los Miembros de la Clase no liberarán ningún reclamo en contra de
21 Talbert.

22 8. Administrador. La Corte ha designado a una compañía neutral, CPT Group, Inc. (el
23 “Administrador”) para que envíe este Aviso, calcule y realice los pagos y procese las Formas de
24 Exclusión de los Miembros de la Clase. El Administrador tomará las decisiones iniciales
25 relacionadas las Disputas de las Semanas Laborales de los Miembros de la Clase, enviará y
26 reenviará los cheques del acuerdo y las formas fiscales, y realizará otras tareas necesarias para
27 administrar el Acuerdo. La información de contacto del Administrador se indica en la Sección 9
28 de este Aviso. Las Partes presentarán a la Corte todas las disputas presentadas por los Miembros
de la Clase, las pruebas presentadas y la resolución de las disputas. Aunque el Administrador del
Acuerdo puede tomar una decisión inicial con respecto a las disputas sobre los reclamos, la Corte
puede revisar cualquier decisión tomada por el Administrador con respecto a una disputa sobre un
reclamo.

9 9. Liberación de los Miembros Participantes de la Clase. Después de que la Sentencia sea
10 definitiva y Talbert haya financiado totalmente el Acuerdo Bruto y pagado por separado todos los
11 impuestos sobre la nómina del empleador, los Miembros Participantes de la Clase no podrán
12 afirmar legalmente ninguno de los reclamos liberados conforme al Acuerdo. Esto significa que, a
13 menos de que haya optado por excluirse válidamente del Acuerdo de la Clase, no podrá
14 demandar, continuar demandando ni ser parte de ninguna otra demanda contra Talbert o entidades
15 relacionadas por salarios basados en los hechos del Período de Clase y las sanciones de PAGA
16 basadas en los hechos del Período de PAGA, según se alega en la Demanda y se resuelve
17 mediante este Acuerdo.

18 Los Miembros Participantes de la Clase estarán obligados por la siguiente liberación, sin
19 importar si cobran o no su cheque de Pago Individual del Acuerdo:

20 “Reclamos Liberados de la Clase” significa todos los reclamos que el Demandante, la
21 Clase, y/o cualquier Miembro de la Clase tenían, o pueden afirmar tener, contra
22 cualquiera de las Partes Liberadas, excluyendo los Reclamos Liberados de PAGA, que
23 fueron alegados o razonablemente podrían haber sido afirmados en la Demanda sobre la
24 base de los hechos alegados en la Demanda durante el Período de PAGA, incluyendo los
25 reclamos por: (1) no proporcionar los períodos de comida requeridos; (2) no proporcionar
26 los períodos de descanso requeridos; (3) no pagar los salarios de las horas extras; (4) no

1 pagar los salarios mínimos; (5) no pagar todos los salarios ganados; (6) no pagar todos
2 los salarios adeudados a los empleados despedidos y que renuncian; (7) no mantener los
3 registros requeridos; (8) no proporcionar las declaraciones salariales precisas y
4 detalladas; (9) no indemnizar a los empleados por los gastos necesarios incurridos en el
5 desempeño de sus funciones; y (10) prácticas de negocio desleales e ilegales en violación
6 de las §§ 17200, y siguientes del Código de Negocios y Profesiones de California.

7 “Partes liberadas” significa Talbert y todos sus pasados y presentes propietarios,
8 funcionarios, directores, accionistas, empleados, agentes, cesionarios, abogados,
9 aseguradores, marcas y conceptos, empresas matrices, subsidiarias y afiliadas, y sus
10 respectivos predecesores, sucesores y cesionarios.

11 10. Liberación de los Miembros del Grupo de PAGA. Después de que la sentencia de la
12 Corte sea definitiva, y Talbert haya pagado el Acuerdo Bruto y pagado por separado los
13 impuestos sobre la nómina por parte del empleador, todos los Miembros del Grupo de PAGA
14 estarán prohibidos de afirmar los Reclamos de PAGA en contra de Talbert, ya sea que se
15 excluyan o no del Acuerdo. Esto significa que todos los Miembros del Grupo de PAGA,
16 incluyendo aquellos que sean Miembros Participantes de la Clase y aquellos que opten por
17 excluirse del Acuerdo de la Clase, no podrán demandar, continuar demandando ni participar en
18 ningún otro reclamo de PAGA en contra de Talbert o sus entidades relacionadas sobre la base de
19 los hechos del Período de PAGA alegados en la Demanda y resueltos por este Acuerdo. Los
20 Miembros del Grupo de PAGA están obligados por los términos de los Reclamos Liberados de
21 PAGA incluso si no cobran su Pago Individual de PAGA.

22 La Liberación de los Miembros del Grupo de PAGA para los Miembros Participantes y
23 No Participantes de la Clase es la siguiente:

24 “Reclamos Liberados de PAGA” significa todos los reclamos por sanciones civiles
25 conforme a la Ley General de Abogados Privados del Código Laboral de California de
26 2004 (“PAGA,” por sus siglas en inglés), Sección 2698 y siguientes del Código Laboral,
27 en contra de las Partes Liberadas durante el Período de PAGA basado en los hechos
28 alegados en la Demanda y en la carta de aviso de PAGA del Demandante a la LWDA,
incluyendo los reclamos por sanciones civiles en contra de PAGA basados en violaciones
de las §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5,
1193.6, 1194, 1197, 1197.1, 1198, y 2802 del Código Laboral.

19 4. **¿CÓMO CALCULARÁ EL ADMINISTRADOR MI PAGO?**

20 1. Pagos Individuales del Acuerdo. El Administrador calculará los Pagos Individuales del
21 Acuerdo (a) dividiendo la Cantidad Neta del Acuerdo por el número total de Semanas Laborales
22 trabajadas por todos los Miembros Participantes de la Clase, y (b) multiplicando el resultado por
el número de Semanas Laborales trabajadas por cada Miembro Participante de la Clase
individual.

23 2. Pagos Individuales de PAGA. El Administrador calculará los Pagos Individuales de
24 PAGA (a) dividiendo \$2,500.00 entre el número total de Períodos de Pago de PAGA trabajados
25 por todos los Miembros del Grupo de PAGA y (b) multiplicando el resultado por el número de
Períodos de Pago de PAGA trabajados por cada Miembro del Grupo de PAGA individual.

26 3. Disputas de las Semanas Laborales/Períodos de Pago. El número de Semanas Laborales
27 de la Clase que usted trabajó durante el Período de la Clase y el número de Períodos de Pago
28 PAGA que usted trabajó durante el Período de PAGA, según se indica en los registros de Talbert,
se indican en la primera página de este Aviso. Usted tiene hasta [REDACTED] para disputar el
número de Semanas Laborales y/o Períodos de Pago que se le acreditaron. Usted puede presentar
su disputa firmando y enviando una carta al Administrador por correo, correo electrónico o fax.

En la Sección 9 de este Aviso se encuentra la información de contacto del Administrador.

Usted necesita apoyar su disputa enviando copias de los talones de pago u otros registros. El Administrador aceptará el cálculo de Semanas Laborales y/o Períodos de Pago de Talbert basado en los registros de Talbert como precisos a menos de que usted envíe copias de registros que contengan información contraria. Usted debe enviar copias en lugar de originales porque los documentos no serán devueltos a usted. El Administrador resolverá las disputas de las Semanas Laborales y/o los Períodos de Pago sobre la base de su presentación y de los aportes de los Abogados de la Clase (que abogaron en nombre de los Miembros Participantes de la Clase) y de los Abogados de Talbert.

Las Partes presentarán a la Corte todas las disputas presentadas por los Miembros de la Clase, las pruebas presentadas y la resolución de las disputas. Aunque el Administrador del Acuerdo puede tomar la decisión inicial con respecto a las disputas sobre los reclamos, la Corte puede revisar cualquier decisión tomada por el Administrador del Acuerdo con respecto a una controversia sobre un reclamo.

5. ¿CÓMO SE ME PAGARÁ?

1. Miembros Participantes de la Clase. El Administrador enviará, por correo de EE.UU., un único cheque a cada Miembro Participante de la Clase (es decir, a cada Miembro de la Clase que no opte por la exclusión), incluidos aquellos que también cumplan los requisitos para ser Miembros del Grupo de PAGA. El cheque único combinará el Pago Individual de Clase y el Pago Individual de PAGA.

2. Miembros Participantes de la Clase. El Administrador enviará, por correo de EE.UU., un único cheque de Pago Individual de PAGA a cada Miembro del Grupo de PAGA que opte por no participar en el de la Clase (es decir, a cada Miembro Participante de la Clase No Participante).

Su cheque se enviará a la misma dirección que este Aviso. Si cambia de dirección, notifique al Administrador lo más pronto posible. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

6. ¿CÓMO ME EXCLUYO DEL ACUERDO DE LA CLASE?

Envíe la Forma de Exclusión adjunta o una carta escrita y firmada con su nombre, dirección actual, número de teléfono y una declaración simple de que no desea participar en el Acuerdo por correo postal, correo electrónico o fax al Administrador. El Administrador lo excluirá basándose en cualquier escrito que comunique su solicitud de ser excluido. Asegúrese de firmar personalmente su solicitud, identificar la Demanda como *Miguel Valles v. Talbert Architectural Panel & Door, Inc.* e incluir sus datos de identificación (nombre completo, dirección y número de teléfono). Usted debe presentar la solicitud usted mismo. Si otra persona realiza la solicitud en su nombre, no será válida. Usted debe enviar al administrador su solicitud de exclusión a través de _____, de lo contrario no será válida. La Sección 9 del Aviso contiene la información de contacto del Administrador.

7. ¿CÓMO OBJETO AL ACUERDO?

Sólo los Miembros Participantes de la Clase tienen derecho a objetar el Acuerdo. Un Miembro Participante de la Clase que no esté de acuerdo con cualquier aspecto del Acuerdo puede desear objetar, por ejemplo, que el Acuerdo propuesto no es justo, o que las cantidades solicitadas por los Abogados de la Clase o el Demandante son demasiado altas o demasiado bajas. La fecha límite para enviar objeciones por escrito al Administrador es _____. Un Miembro Participante de la Clase que no esté de acuerdo con cualquier aspecto del Acuerdo puede llenar por completo la Forma de Objeción adjunta y presentarla al Administrador por correo, correo electrónico o fax. Asegúrese de decirle al Administrador a qué se opone, por qué se

opone y cualquier hecho que apoye su objeción. Asegúrese de identificar la Demanda, *Miguel Valles v. Talbert Architectural Panel & Door, Inc.* e incluya su nombre, dirección actual, número de teléfono y fechas aproximadas de empleo en Talbert y firme la objeción. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

Alternativamente, un Miembro Participante de la Clase puede objetar (o contratar personalmente a un abogado para objetar por su propia cuenta) asistiendo a la Audiencia de Aprobación Final. Usted (o su abogado) debe estar preparado para explicar a la Corte a qué se opone, por qué se opone y cualquier hecho que apoye su objeción. Ver la Sección 8 de este Aviso (inmediatamente a continuación) para obtener información específica sobre la Audiencia de Aprobación Final.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN FINAL?

Usted puede, pero no tiene que, asistir a la Audiencia de Aprobación Final en [redacted] en [redacted] en el Departamento CX104 del Civil Complex Center de la Corte Superior del Condado de Orange, ubicado en 751 W. Santa Ana Blvd., Santa Ana, CA 92701. En la Audiencia de Aprobación Final, el juez decidirá si concede la Aprobación Final del Acuerdo y qué cantidad del Acuerdo Bruto se pagará a los Abogados de la Clase, al Demandante y al Administrador. La Corte invitará a los objetores, Abogados de la Clase y Abogados de la Defensa a presentar sus comentarios antes de tomar una decisión. Usted puede asistir (o contratar a un abogado para que asista) personalmente o de forma virtual a través de <https://www.occourts.org/media-relations/aci.html>. Visite el sitio web de la Corte para obtener la información más actualizada.

Es posible que la Corte re programe la Audiencia de Aprobación Final. Usted debe consultar el sitio web del Administrador (www.cptgroupcaseinfo.com/TalbertArchitecturalSettlement) antes o comunicarse con los Abogados de la Clase para verificar la fecha y hora de la Audiencia de Aprobación Final.

9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

El Acuerdo establece todo lo que Talbert y el Demandante han prometido hacer conforme al Acuerdo propuesto. La manera más fácil de leer el Acuerdo o cualquier otro documento importante del Acuerdo es ir al sitio web del Administrador del Acuerdo en www.cptgroupcaseinfo.com/TalbertArchitecturalSettlement. Usted también puede llamar por teléfono o enviar un correo electrónico a los Abogados de la Clase o al Administrador utilizando la información de contacto que se indica a continuación, o consultar el sitio web de la Corte Superior visitando (<http://www.occourts.org>) e ingresando el Número de Caso de la Demanda, Caso N° 30-2020-01174514-CU-OE-CXC. Los documentos del caso y el expediente estarán disponibles en el sitio web de la Corte Superior. Usted también puede hacer una cita para revisar personalmente los documentos de la Corte en la Secretaría de la Corte Superior del Condado de Orange en el Civil Complex Center de la Corte llamando al (657) 622-5301.

El Administrador del Acuerdo publicará todos los documentos clave en su sitio web, incluyendo la demanda operativa, la(s) carta(s) de Aviso de PAGA a la LWDA, la Resolución del Acuerdo y cualquier enmienda, el Aviso de la Clase, la Forma de Exclusión, la Forma de Objeción, las órdenes que conceden la aprobación preliminar y final, y la Sentencia. La sentencia se publicará durante al menos 180 días en el sitio web del Administrador.

NO LLAME POR TELÉFONO A LA CORTE SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

Abogados de la Clase:	Matern Law Group, PC
Nombre del Abogado:	Matthew W. Gordon
Dirección de correo electrónico:	mgordon@maternlawgroup.com

Nombre del Despacho: Matern Law Group, PC
Dirección postal: 2101 E. El Segundo Blvd., Suite 403
El Segundo, CA 90245
Teléfono: (310) 531-1900

Administrador del Acuerdo: CPT Group, Inc.
Nombre de la Compañía: CPT Group, Inc.
Dirección de correo electrónico: ClassMemberQuestions@cptgroup.com
Dirección postal: 50 Corporate Park, Irvine, CA 92606
Teléfono: (877) 705-5021
Número de fax: (949) 419-3446

10. ¿QUÉ SUCEDE SI PIERDO MI CHEQUE DEL ACUERDO?

Si pierde o extravía su cheque del acuerdo antes de cobrarlo, el Administrador lo reemplazará siempre que solicite el reemplazo antes de la fecha de anulación que se indica en el anverso del cheque original. Si su cheque ya es nulo, no tendrá forma de recuperar el dinero.

11. ¿QUÉ SUCEDE SI CAMBIO MI DIRECCIÓN?

Para recibir su cheque, usted debe notificar inmediatamente al Administrador si se muda o cambia de dirección postal.

EXHIBIT 2

OPT-OUT FOR

Superior Court of the State of California, County of Orange
Valles v. Talbert Architectural Panel & Door, Inc., Case No. 30-2020-01174514-CU-OE-CXC

If you want to receive an individual settlement payment, you should not fill out this form; you are not required to do anything at this time. This form is to be used only if you want to exclude yourself from the Settlement.

If you exclude yourself from the Settlement: (1) you will not receive any payments or benefits under the Settlement, unless you are a PAGA Group Member, and your portion of the Net Settlement Amount will be distributed to the other participating Class Members; (2) you will not be able to object to the Settlement; and (3) you will not be bound by the Settlement with respect to the Released Class Claims if the Settlement is ultimately approved by the Court.

To be excluded from the Settlement, complete this Opt-Out Form and mail it to the Settlement Administrator at the address listed below, postmarked no later than [Class Member Exclusion Deadline], email it to the Settlement Administrator at ClassMemberQuestions@cptgroup.com no later than [Class Member Exclusion Deadline], or fax it to the Settlement Administrator at (949) 419-3446 no later than [Class Member Exclusion Deadline].

Valles v. Talbert Architectural Panel & Door, Inc.
Class Action & PAGA Settlement
c/o CPT Group, Inc.,
50 Corporate Park Irvine, CA 92606
Email: ClassMemberQuestions@cptgroup.com
Telephone: (877) 705-5021
Fax: (949) 419-3446

Opt-Out Certification

I hereby certify that I am or was employed by Talbert Architectural Panel & Door, Inc. as a non-exempt employee in California for some period of time during the Class Period of December 14, 2016 through June 14, 2022.

I have received the Court Approved Notice of Class Action and PAGA Settlement ("Notice") and I request to be excluded from the Settlement. I understand that by submitting this Opt-Out Form, I will not receive any money or other benefits under the Settlement, unless I am a PAGA Group Member, and I will not be bound by the Settlement, including the Released Class Claims, as described in the Notice and in the Settlement Agreement on file with the Court.

Please print legibly:

Full Name: _____ Date: _____

Street Address: _____

City, State, Zip Code: _____

Signature of Class Member (or Legal Representative): _____

EXHIBIT 3

OBJECTION FORM

Valles v. Talbert Architectural Panel & Door, Inc.

Superior Court of California, for the County of Orange

Case No. 30-2020-01174514-CU-OE-CXC

IF YOU WISH TO OBJECT TO THE SETTLEMENT DESCRIBED IN THE ACCOMPANYING NOTICE, PLEASE COMPLETE THIS FORM.

You have a right to object to the Settlement, or any of its terms. In order to object, you must NOT have submitted an Opt-Out Form. If you choose to object, you must complete this form and send the signed form NO LATER THAN **[Class Member Exclusion Deadline]** to:

Valles v. Talbert Architectural Panel & Door, Inc. Class
Action & PAGA Settlement
c/o CPT Group, Inc.,
50 Corporate Park Irvine, CA 92606
Email: ClassMemberQuestions@cptgroup.com
Telephone: 877-705-5021
Fax: 949-419-3446

Name: _____

Address: _____

Telephone Number: _____ Email: _____

Dates of Employment: _____

Do You Intend to Appear at the Final Approval Hearing? (Circle: YES / NO)

DESCRIBE THE BASIS OF YOUR OBJECTION IN THE SPACE PROVIDED BELOW AND/OR ON THE REVERSE. YOU MAY ENCLOSE ADDITIONAL PAGES.

I HEREBY CONFIRM THAT I WANT TO OBJECT TO THE SETTLEMENT FOR THE REASONS STATED BELOW.

Dated: _____ Signature: _____
