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MASONITE CORPORATION

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA - EASTERN DIVISION

JESUS MENDOZA and CESAR DE LA
ROSA, individually, and on behalf of all
others similarly situated,

Plaintiff,

v.

MASONITE CORPORATION, a
Delaware corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No. 5:21-cv-00025-SSS-KK

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

Trial Date: N/A

JOINT STIPULATION OF
CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Agreement” or “Settlement”) is made and entered into by and between Plaintiff JESUS MENDOZA (“Mendoza”) and Plaintiff Cesar De La Rosa (“De La Rosa”) (collectively, “Plaintiffs”), on behalf of themselves and, subject to the approval of the Court, on behalf of all others similarly situated and purported aggrieved employees pursuant to the California Private Attorneys General Act, and Defendant MASONITE CORPORATION (“Masonite”) (collectively with Plaintiffs, the “Parties”).

RECITALS

This Settlement is made and entered into by and between Plaintiffs and Masonite, and is subject to the terms and conditions hereof and the Court’s approval. The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Masonite. If for any reason the Settlement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

The following definitions are applicable to this Agreement. Definitions contained elsewhere in this Agreement shall also be effective:

1. “Action” means *Jesus Mendoza and Cesar De La Rosa v. Masonite Corporation, United States District Court Central District of California Case No. 5:21-cv-00025-SSS-KK* (originally filed on November 17, 2020 in the Superior Court of California, County of Riverside, Case No. CVRI2000230 and removed to federal court on January 1, 2021) (“Original Complaint”) and *Jesus Mendoza v. Masonite Corporation*, filed on March 4, 2021 in the Superior Court of California, County of Riverside, Case No. CVRI2101170 (“PAGA Complaint”).

1 2. “Class Counsel” means Moon & Yang, APC.

2 3. “Class Counsel’s Award” means attorneys’ fees agreed upon by the
3 Parties and approved by the Court for Class Counsel’s litigation and resolution of the
4 Action, and all reasonable costs/expenses incurred and to be incurred by Class
5 Counsel in the Action. Masonite agrees not to oppose Class Counsel’s request for an
6 award of fees up to a maximum of thirty-three and one third percent (33 1/3%) of the
7 Gross Settlement Amount, or Two Hundred Eleven Thousand Six Hundred Forty
8 Five Dollars and Fifty Cents (\$211,645.50), and costs/expenses not to exceed
9 Eighteen Thousand Dollars and Zero Cents (\$18,000.00) (together “Class Counsel
10 Award”) subject to the Court finally approving this Settlement and subject to the
11 exhaustion of any and all appeals. Any portion of the Class Counsel Award not
12 awarded to Class Counsel shall be added to the Net Settlement Amount.

13 4. “Class List and Data” means a complete list of all Class Members that
14 Masonite will diligently and in good faith compile from its records and provide to
15 the Settlement Administrator within fourteen (14) calendar days after Preliminary
16 Approval of this Settlement. The Class List shall be formatted in Microsoft Office
17 Excel and shall include each Class Member’s full name, most recent mailing address,
18 Social Security Number, dates of employment with Masonite, and the respective
19 number of Workweeks that each Class Member worked for Masonite as a non-
20 exempt employee in California during the Class Period.

21 5. “Class Member(s)” or “Settlement Class” means all persons who
22 worked for any Masonite in California as an hourly-paid, non-exempt employees at
23 any time from the end of the release period in *Derrick Byrd v. Masonite Corporation*,
24 United States District Court Case No. 5:16-cv-00035 JGB (“*Byrd*”), or July 14, 2017,
25 to the date of the Court’s order preliminarily approving this Settlement, who do not
26 timely submit valid Requests for Exclusion.

27 6. “Class Period” means the period from July 14, 2017, to the date of the
28 Court’s order preliminarily approving this Settlement.

1 7. “Class Representative Enhancement Payments” mean the amounts to be
2 paid to each named Plaintiff in recognition of his effort and work in prosecuting the
3 Action on behalf of Class Members. Subject to Court approval, Masonite agrees to
4 not oppose a request that Mendoza shall be paid up to Five Thousand Dollars and
5 Zero Cents (\$5,000.00) and De La Rosa shall be paid up to Five Thousand Dollars
6 and Zero Cents (\$5,000.00) from the Gross Settlement Amount, subject to the Court
7 granting final approval of this Agreement and subject to the exhaustion of any and
8 all appeals. Any portion of the Class Representative Enhancement Payments not
9 awarded to Mendoza and De La Rosa will be added to the Net Settlement Amount.

10 8. “Complaint” means collectively: 1) the Class Action Complaint
11 originally filed on November 17, 2020 in the Superior Court of California, County
12 of Riverside, Case No. CVRI2000230 and removed to federal court on January 1,
13 2021 (“Original Complaint”); 2) the PAGA Representative Action Complaint, filed
14 on March 4, 2021 in the Superior Court of California, County of Riverside, Case
15 No. CVRI2101170 (“PAGA Complaint”); and 3) the First Amended Class Action
16 and Representative Action Complaint, filed on November 4, 2021 in the United
17 States District Court Central District of California, Case No. 5:21-cv-00025-SSS-KK
18 (“First Amended Complaint”).

19 9. “Counsel for Masonite” means Shiva Shirazi Davoudian, of Littler
20 Mendelson, P.C., 2049 Century Park East, 5th Floor, Los Angeles, California 90067.

21 10. “Court” means the United States District Court, Central District of
22 California, or any other court taking jurisdiction of the Action.

23 11. “Defendant” means Masonite Corporation.

24 12. “Effective Date” means the later of (a) if no appeal is filed, the date
25 that is twenty (20) days after the date of entry of Order granting final approval of
26 this Settlement, or (b) if an appeal is filed, the date on which any reviewing court
27 issues a decision, the time for further appeal has expired, and the trial court has
28 regained jurisdiction.

1 13. “Gross Settlement Amount” means the Gross Settlement Amount of Six
2 Hundred Thirty Five Thousand and Zero Cents (\$635,000.00) to be paid by
3 Masonite, which includes the Net Settlement Amount, the Class Representative
4 Enhancement Payments to Plaintiffs, the Labor and Workforce Development
5 Agency’s (“LWDA”) portion of the PAGA Settlement Amount, Settlement
6 Administration Costs to the Settlement Administrator, and Plaintiffs’ Counsel
7 Award. This Gross Settlement Amount has been agreed to by Plaintiffs and Masonite
8 based on the aggregation of the agreed-upon settlement value of the claims. In no
9 event will Masonite be liable for more than the Gross Settlement Amount except as
10 otherwise explicitly set forth herein. Masonite will be separately responsible for and
11 shall pay the employer’s share of taxes and contributions, including and not limited
12 to FICA, FUTA, and SDI contributions, which are due and payable as a result of this
13 settlement, which shall not be paid from the Gross Settlement Amount.

14 14. “Individual Settlement Payment” means each Class Member’s share of
15 the Net Settlement Amount, to be distributed to the Settlement Class.

16 15. “Net Settlement Amount” means the portion of the Gross Settlement
17 Amount remaining after deduction of the approved Class Representative
18 Enhancement Payments, Settlement Administration Costs, the LWDA’s portion of
19 the PAGA Settlement Amount, and Class Counsel Award. The entire Net
20 Settlement Amount will be distributed to Class Members pursuant to the formula
21 set forth *infra.*, in Paragraph 42.

22 16. “Notice of Objection” means a Class Member’s valid and timely
23 written objection to the Settlement Agreement. For the Notice of Objection to be
24 valid, it must include: (a) the objector’s full name, signature, address, telephone
25 number, and last four digits of Social Security Number, (b) a written statement of
26 all grounds for the objection accompanied by any legal support for such objection;
27 and (c) copies of any papers, briefs, or other documents upon which the objection
28 is based.

1 17. “Notice Packet” means the Notice of Proposed Class Action Settlement
2 and Final Fairness and Approval Hearing (“Notice” or “Class Notice”), substantially
3 in the form attached as **Exhibit A**, and an enclosed self-addressed and postage-
4 prepaid (Business Return Mail) envelope.

5 18. “PAGA Settlement Amount” means the amount of Sixty Thousand
6 Dollars and Zero Cents (\$60,000.00), to be paid from the Gross Settlement Amount,
7 that the Parties have agreed will be allocated toward penalties under the Labor Code
8 Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”),
9 as further set forth in Paragraph 38.

10 19. “Parties” means Plaintiffs and Defendant collectively.

11 20. “Plaintiffs” means Jesus Mendoza and Cesar De La Rosa.

12 21. “Preliminary Approval” means the Court order granting preliminary
13 approval of the Settlement.

14 22. “Putative Class Member” means persons who worked for any Masonite
15 in California as an hourly-paid, non-exempt employee at any time from July 14, 2017,
16 to the date of the Court’s order preliminarily approving this Settlement.

17 23. “Released Claims” means, all claims, rights, demands, liabilities and
18 causes of action, whether in law or equity, arising from the same facts and/or claims
19 alleged in the Original Complaint, PAGA Complaint and First Amended
20 Complaint, or related to claims that were pled or could have been pled based on the
21 facts alleged in the Complaint and in pending PAGA Letters submitted to LWDA
22 by Putative Class Members and/or Class Counsel, including claims for wages,
23 restitution, statutory and civil penalties, interest, fees, and costs, and claims arising
24 from California’s Private Attorneys General Act, based on the following categories
25 of claims and allegations: (1) failure to pay minimum and regular rate wages; (2)
26 failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure
27 to authorize and permit rest breaks; (5) failure to timely pay final wages at
28 termination; (6) failure to provide accurate itemized wage statements; (7) failure to

1 timely pay all wages during employment; (8) failure to reimburse business
2 expenses; (9) failure to maintain accurate records of hours worked; (10) failure to
3 maintain accurate records of meal breaks; (11) unfair business practices in violation
4 of California Business and Professions Code sections 17200, *et seq.*, including
5 incorporated or related claims based on alleged violations of California Labor Code
6 sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 551, 552, 1174, 1174.5,
7 1194, 1197, 1197.1, 1198, 2800 and 2802 *et seq.*; and (12) civil penalties under the
8 Private Attorneys General Act (California Labor Code sections 2698 *et seq.*,
9 including incorporated or related claims based on alleged violations of California
10 Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 551, 552, 1174,
11 1174.5, 1194, 1197, 1197.1, 1198, 2800 and 2802 *et seq.*

12 24. "Released Claims Period" means the period from July 14, 2017, to the
13 date the Settlement is preliminarily approved by the Court.

14 25. "Released Parties" means Masonite, and any of its former and present
15 parents, subsidiaries, and affiliates, divisions, corporations in common control,
16 predecessors, successors, and assigns, as well as all, and their past and present
17 officers, directors, employees, partners, shareholders, agents, attorneys, insurers, and
18 any other successors, or assigns, or legal representatives, except insofar as these
19 individuals are Class Members.

20 26. "Request for Exclusion" means a timely letter submitted by a Putative
21 Class Member indicating a request to be excluded from the settlement. The Request
22 for Exclusion must: (a) be signed by the Putative Class Member; (b) contain the
23 name, address, telephone number and the last four digits of the Social Security
24 Number of the Putative Class Member requesting exclusion; (c) clearly state that
25 the Putative Class Member does not wish to be included in the settlement of the
26 Action; (d) be returned by fax or mail to the Settlement Administrator at the
27 specified address and/or facsimile number; and, (e) be postmarked on or before the
28 Response Deadline. The date of the fax or postmark on the return mailing envelope

1 will be the exclusive means to determine whether a Request for Exclusion has been
2 timely submitted. Except as otherwise provided in Paragraph 38 with respect to the
3 settlement and release of Released Claims arising under PAGA, a Putative Class
4 Member who does not request exclusion from the Settlement Class will be deemed
5 a Class Member and will be bound by all terms of the Settlement, if the Settlement
6 is granted final approval by the Court.

7 27. "Response Deadline" means the deadline by which Putative Class
8 Members must postmark to the Settlement Administrator valid Requests for
9 Exclusion, or file and serve objections to the settlement. The Response Deadline
10 will be thirty (30) calendar days from the initial mailing of the Notice Packet by the
11 Settlement Administrator, unless the 30th day falls on a Sunday or Federal holiday,
12 in which case the Response Deadline will be extended to the next day on which the
13 U.S. Postal Service is open. The Response Deadline for Requests for Exclusion
14 will be extended ten (10) calendar days for any Putative Class Member who is re-
15 mailed a Notice Packet by the Settlement Administrator in accordance with the
16 notice procedure set forth herein. Under no circumstances will the re-mailing of a
17 Notice Packet extend the original deadline of thirty (30) calendar days by more than
18 ten (10) calendar days, except by express agreement between Class Counsel and
19 Defendant. Additionally, under no circumstances will the Settlement Administrator
20 have the authority to extend the deadline for Putative Class Members to submit a
21 Request for Exclusion, or objection to the Settlement.

22 28. "Settlement Administrator" means Simpluris Class Action Settlement
23 Administration, or any other third-party class action settlement administrator agreed
24 to by the Parties and approved by the Court for the purposes of administering this
25 Settlement. The Parties each represent that they do not have any financial interest in
26 the Settlement Administrator or otherwise have a relationship with the Settlement
27 Administrator that could create a conflict of interest.

28 29. "Settlement Administration Costs" means the costs payable from the

1 Gross Settlement Amount to the Settlement Administrator for administering this
2 Settlement, including, but not limited to, printing, distributing, and tracking
3 documents for this Settlement, tax reporting, distributing the Gross Settlement
4 Amount, and providing necessary reports and declarations, as requested by the
5 Parties. The Settlement Administration Costs shall be paid from the Gross Settlement
6 Amount, including, if necessary, any such costs in excess of the amount represented
7 by the Settlement Administrator as being the maximum costs necessary to administer
8 the Settlement. The Settlement Administration Costs are estimated not to exceed
9 Twelve Thousand Dollars (\$12,000.00).

10 30. "Settlement Payment Check" means the payment to Class Members
11 pursuant to this Settlement reflecting a gross and net amount after applicable
12 withholdings. The back of the Settlement Payment Check shall state, immediately
13 next to the space where the check is to be endorsed by the payee: "By endorsing this
14 check, I acknowledge that I read and understood the Notice of Proposed Class Action
15 Settlement and Final Fairness and Approval Hearing and did not exclude myself from
16 the Settlement as set forth in the Notice. I also understand that even if I choose not
17 to endorse this check, I am bound by all the terms of the Settlement and the final
18 judgment in the matter."

19 31. "Workweeks" means the number of weeks of employment in California
20 for each Class Member (excluding vacation and leaves of absence) as a non-exempt
21 employee from July 14, 2017, to date upon which the Court grants preliminary
22 approval of the Settlement. Defendant will calculate the number of Workweeks by
23 calculating the number of weeks in which each Class Member earned non-vacation
24 wages from Defendant in California between July 14, 2017, to the date upon which
25 the Court grants preliminary approval of this Settlement. Any Class Member with
26 less than one week of employment will be credited with one Workweek.

27 32. "Workweek Value" means the value of each compensable Workweek,
28 as determined by the formula set forth in Paragraph 31 herein.

TERMS OF AGREEMENT

The Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant agree as follows:

33. No Admission or Concession by the Released Parties. Defendant and the Released Parties deny any and all claims alleged in this Action and deny all wrongdoing whatsoever. Defendant reserves the right to contest any issues relating to certification and liability if the Settlement is not approved. This Agreement is not a concession or admission, and shall not be used against Defendant or any of the Released Parties as an admission or indication with respect to any claim of any fault, concession or omission by Defendant or any of the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or disclosed, referred to or offered or received in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of enforcing this Agreement. However, the Released Parties may file the Final Judgment, Settlement Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of *res judicata*, *collateral estoppel*, release, waiver, or other theory of claim preclusion or issue preclusion or similar defense as to the Released Claims and/or in defense of any future claim in this or any other proceeding.

34. Funding of the Gross Settlement Amount and Disbursement of Payments. Within twenty (20) calendar days after the Effective Date of the Settlement, Masonite will make a one-time deposit of the Gross Settlement Amount

1 into a Qualified Settlement Fund account to be established by the Settlement
 2 Administrator. Within fifteen (15) calendar days of the funding of the Settlement,
 3 the Settlement Administrator will issue payments to (a) Class Members; (b) the
 4 Labor and Workforce Development Agency; (c) Plaintiffs; and (d) Class Counsel.
 5 The Settlement Administrator will also issue a payment to itself for Court-approved
 6 services performed in connection with the settlement.

7 35. Class Counsel and Class Counsel's Award.

8 35(a) Solely for purposes of this Settlement, the Parties stipulate
 9 and agree that Moon & Yang, APC shall be appointed as
 10 Class Counsel for the Class.

11 35(b) Defendant agrees not to oppose or impede any application or
 12 motion by Class Counsel for attorneys' fees and costs of up
 13 to a maximum of thirty-three and one-third percent (33 1/3%)
 14 of the Gross Settlement Amount, or Two Hundred Eleven
 15 Thousand Six Hundred Forty Five Dollars and Fifty Cents
 16 (\$211,645.50), and costs/expenses not to exceed Eighteen
 17 Thousand Dollars and Zero Cents (\$18,000.00) subject to the
 18 Court finally approving this Settlement and subject to the
 19 exhaustion of any and all appeals. The Settlement
 20 Administrator (and not the Defendant) shall issue an IRS
 21 Form 1099 to Class Counsel reflecting the awarded
 22 attorneys' fees, costs and expenses. Any portion of the Class
 23 Counsel Award not awarded to Class Counsel shall be a part
 24 of the Net Settlement Amount.

25 36. Class Representatives and Class Representative Enhancement
 26 Payments.

27 36(a) Solely for purposes of this Settlement, the Parties stipulate
 28 and agree that Mendoza and De La Rosa shall be appointed

1 as Class Representatives for the Class.

2 36(b) In recognition of their efforts and work in prosecuting the
3 Action on behalf of Class Members, Defendant agrees not to
4 oppose or impede an application or motion by Plaintiffs for a
5 Class Representative Enhancement Payment of up to Five
6 Thousand Dollars and Zero Cents (\$5,000.00) from the Gross
7 Settlement Amount, to each Plaintiff, subject to the Court
8 granting final approval of this Agreement and subject to the
9 exhaustion of any and all appeals. Any portion of the Class
10 Representative Enhancement Payments not awarded to
11 Plaintiffs will be added to the Net Settlement Amount. The
12 Class Representative Enhancement Payment, which shall be
13 paid from the Gross Settlement Amount, shall be in addition
14 to Plaintiffs' Individual Settlement Payment paid pursuant to
15 the Settlement. Plaintiffs shall execute a general release in
16 favor the Released Parties. The Settlement Administrator
17 (and not the Defendant) shall issue an IRS Form 1099 to the
18 Class Representatives reflecting the class representative
19 payment. Any portion of the Class Representative
20 Enhancement Payment not awarded to Plaintiffs shall remain
21 a part of the Net Settlement Amount.

22 37. Settlement Administration Costs. The Settlement Administrator will
23 be paid for the reasonable costs of administration of the Settlement and distribution
24 of payments from the Gross Settlement Amount, which are not to exceed Twelve
25 Thousand Dollars (\$12,000.00). These costs will include, *inter alia*, the required
26 tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2
27 IRS Forms, distributing the Notice Packet, calculating and distributing the
28 payments, and providing necessary reports and declarations.

38. PAGA Settlement and Release. The Parties acknowledge and agree that for purposes of the PAGA and Judgment, all Putative Class Members were allegedly aggrieved in the same manner pursuant to Labor Code § 2698, *et. seq.*, in that each Putative Class Member allegedly suffered at least one of the alleged Labor Code violations asserted in the Complaint for which the PAGA provides an available remedy. The Parties also acknowledge and agree that, by law, non-party employees have no right to opt out of, or object to, the settlement of PAGA claims, that the settlement of PAGA claims is subject to Court approval, and a judgment with respect to PAGA claims is binding with respect to non-party employees upon Court approval, pursuant to California Labor Code section 2699(*I*), *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969, and *Cardenas v. McLane Foodservice, Inc.*, 2011 WL 379413 at *3 (C.D. Cal. Jan. 31, 2011). As such, irrespective of whether a Putative Class Member submits a Request for Exclusion, upon approval of the Settlement, all Putative Class Members will be issued payment for PAGA penalties as provided herein, and upon the Effective Date, shall be deemed to have released the Released Claims arising under PAGA, as set forth in Paragraph 23.

38(a) The Parties agree that the amount of Sixty Thousand Dollars and Zero Cents (\$60,000.00) from the Gross Settlement Amount ("PAGA Settlement Amount") will be paid as follows.

(i) Seventy-Five Percent (75%) of the PAGA Settlement Amount, or \$45,000.00, of this sum will be paid to the California Labor and Workforce Development Agency ("LWDA"). The Settlement Administrator shall be responsible for transmitting the LWDA's portion of the PAGA Settlement Amount to the LWDA in conformity with the rules and procedures that are in effect at the time that payment is being made.

(ii) Twenty-Five Percent (25%) of the PAGA Settlement Amount (“Employees’ PAGA Portion”), or \$15,000.00, will be distributed to Class Members as part of the Net Settlement Amount on a *pro rata* basis based on Workweeks during the applicable PAGA limitations period of November 15, 2019, to the date of the Court’s order preliminarily approving this Settlement.

39. Net Settlement Amount. The Net Settlement Amount will be used to satisfy Individual Settlement Payments to Class Members from the Gross Settlement Amount in accordance with the terms of this Agreement. Defendant shall not maintain any reversionary right to any portion of the Gross Settlement Amount.

40. Acknowledgment of Potential Administration Cost Increases. The Parties hereby acknowledge that Settlement Administration Costs may increase above the current estimate of \$12,000.00 and that any such additional Settlement Administration Costs shall be taken out of the Gross Settlement Amount. Any portion of the estimated or designated Settlement Administration Costs that are not in fact required to fulfill the total Settlement Administration Costs shall be a part of the Net Settlement Amount.

41. Calculation of Gross Settlement Amount. The Gross Settlement Amount was calculated with, and is premised on, the understanding that as of March 26, 2022, there are approximately 908 Putative Class Members eligible to participate in the Settlement. If, as of the date of Preliminary Approval, the total number of Putative Class Members exceeds the original estimates by more than fifteen percent (15%), then Masonite, at its sole discretion, may adjust the date of the release period.

42. Individual Settlement Payment Calculations. Individual Settlement

1 Payments shall be calculated and apportioned from the Net Settlement Amount based
2 on the number of Workweeks a Class Member worked during the Class Period.
3 Specific calculations of Individual Settlement Payments shall be made as follows:

4 42(a) The Settlement Administrator will divide the Net Settlement
5 Amount by the total number of Workweeks worked by all
6 Putative Class Members. This calculation will yield the
7 Initial Workweek Amount.

8 42(b) Next, the Initial Workweek Amount is multiplied by each
9 Putative Class Member's total number of Workweeks to
10 arrive at the amount that each Putative Class Member is
11 eligible to claim ("Estimated Settlement Share").

12 42(c) If the Estimated Settlement Shares attributed to Class
13 Members, as calculated, equals less than the Net Settlement
14 Amount, the Individual Settlement Payments to be issued to
15 the Class Members will be proportionately increased for each
16 Class Member such that the total Individual Settlement
17 Payments equal not less than the Net Settlement Amount.

18 42(d) The Individual Settlement Payment will be reduced by the
19 employee's share of taxes and withholdings with respect to
20 the portion of the payment that is deemed wages.

21 43. No Credit Toward Benefit Plans. Any and all payments made pursuant
22 to this Agreement, shall not be utilized to calculate any additional benefits under any
23 benefit plans to which any Putative Class Members may be eligible, including, but
24 not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans,
25 vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is
26 the Parties' intention that this Settlement will not affect any rights, contributions, or
27 amounts to which any Putative Class Members may be entitled under any benefit
28 plans.

1 44. Settlement Administration Process. The Parties agree to cooperate in
2 the administration of the Settlement and to make all reasonable efforts to control and
3 minimize the costs and expenses incurred in the administration of the Settlement. The
4 Settlement Administrator will provide the following services:

5 44(a) Establish and maintain a Qualified Settlement Fund account.

6 44(b) Confirm the calculation of the total number of Workweeks
7 worked by each Putative Class Member and calculate the
8 amount of the Net Settlement Amount that each Putative
9 Class Member is eligible for.

10 44(c) Updating, verifying, and searching for the last known
11 addresses of Putative Class Members.

12 44(d) Printing and mailing the Notice Packets to each Putative Class
13 Member.

14 44(e) Establishing and maintaining a toll-free informational
15 telephone support line to assist Putative Class Members who
16 have questions regarding the Settlement or Notice.

17 44(f) Receiving, calculating, and processing Individual Settlement
18 Payments for Class Members. This service will include claim
19 amount calculations, printing and issuance of checks, and
20 preparation of W-2 and/or 1099 Forms. Basic accounting and
21 tax preparation and handling for and payment of employee tax
22 withholdings will also be included as part of this service.

23 44(g) Informing Defendant of the employer-side tax liability.

24 44(h) Providing declarations and/or other information to this Court
25 as requested by the Parties and/or the Court.

26 45. Delivery of the Class List and Data. Within fourteen (14) calendar days
27 of Preliminary Approval, Masonite shall provide the Class List and Data to the
28 Settlement Administrator.

1 46. Notice by First-Class U.S. Mail.

2 46(a) Within ten (10) calendar days after receiving the Class List
3 and Data from Defendant, the Settlement Administrator shall
4 mail a Notice Packet to all Putative Class Members via
5 regular First-Class U.S. Mail, using the most current, known
6 mailing addresses identified in the Class List. Prior to the
7 mailing, the Settlement Administrator shall perform a search
8 based on the National Change of Address Database or any
9 other similar service available, such as provided by Experian,
10 to update and correct the Class List for any known or
11 identifiable address changes.

12 46(b) If a new address is obtained by a way of a returned Notice
13 Packet, then the Settlement Administrator shall promptly
14 forward the original Notice Packet to the updated address via
15 First-Class U.S. Mail indicating on the original Notice Packet
16 the date of such re-mailing. Where a Notice Packet is
17 returned as undeliverable, without a forwarding address, the
18 Settlement Administrator will perform a computer/SSN and
19 “skip trace” search to obtain an updated address. The Parties
20 agree to cooperate with the Settlement Administrator to
21 locate a more recent address for Putative Class Members,
22 where necessary.

23 46(c) Not more than thirty calendar (30) calendar days nor fewer
24 than twenty (20) calendar days after mailing of the original
25 Notice Packet, the Settlement Administrator shall mail one
26 reminder postcard to all Putative Class Members who have
27 not yet submitted Requests for Exclusion. The reminder
28 postcard shall be mailed to such Putative Class Members via

1 First-Class U.S. Mail, using the most current mailing address
2 information then available for the Putative Class Members.
3 The reminder postcard shall include the estimated Individual
4 Settlement Payment and a reminder about the Response
5 Deadline.

6 47. Notice Packets. All Putative Class Members will be mailed a Notice
7 Packet. Each Notice Packet will provide: (a) information regarding the nature of
8 the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement
9 Class definition; (d) the total number of Workweeks each respective Putative Class
10 Member worked for Defendant during the Class Period; (e) each Putative Class
11 Member's estimated Individual Settlement Payment and the formula for calculating
12 Individual Settlement Payments; (f) the dates which comprise the Class Period; (g)
13 instructions on how to submit valid Requests for Exclusion, or objections; (h)
14 instructions on how to dispute the Workweeks allocated to a Putative Class Member
15 as reflected in the Notice Packet, (i) the deadlines by which the Putative Class
16 Member must submit disputes, submit Requests for Exclusions, or file and serve
17 objections to the Settlement; (j) the claims to be released, as set forth herein; and
18 (k) the date for the final approval hearing.

19 48. Dispute Procedures.

20 48(a) A Putative Class Member may dispute the number of
21 Workweeks allocated to him or her, as reflected in his or her
22 Notice, by submitting a written dispute. The Putative Class
23 Member shall be required to submit the dispute in this
24 manner, prior to the Response Deadline, along with
25 supporting documentation to show the number of workweeks
26 that he or she contends are appropriately attributable to the
27 Putative Class Member. A written dispute shall at a
28 minimum contain (1) the name and current address of the

1 Putative Class Member, (2) the last four digits of his or her
2 Social Security Number, (3) the name of the case, (4) a
3 statement that he or she disputes the Workweeks attributed to
4 him or her, (5) a statement of the number of Workweeks that
5 he or she contends are correctly attributable to him or her,
6 and (6) the Putative Class Member's signature. If a Putative
7 Class Member disputes the number of Workweeks attributed
8 to him or her, Defendant's records shall presumptively
9 control. If there is a dispute, the Settlement Administrator
10 will consult with the Parties to determine whether an
11 adjustment to the Putative Class Member's Workweeks is
12 warranted. The Parties shall engage in a good faith effort to
13 reach an agreement as to whether an adjustment for the
14 Putative Class Member is warranted and, if the Parties are
15 unable to reach an agreement, the Claims Administrator shall
16 resolve the issue based on information made available to the
17 Claims Administrator by the Parties and the Class Member.

18 49. Request for Exclusion Procedures. Any Putative Class Member
19 wishing to opt-out from the Settlement Agreement must sign and submit, either by
20 mail or fax, a written Request for Exclusion to the Settlement Administrator, which
21 is postmarked or fax-stamped within the Response Deadline. The date of fax or the
22 postmark on the return mailing envelope will be the exclusive means to determine
23 whether a Request for Exclusion has been timely submitted. All Requests for
24 Exclusion will be submitted to the Settlement Administrator, who will certify to
25 Class Counsel and Defendant's Counsel, jointly, the Requests for Exclusion that
26 were timely submitted.

27 50. Settlement Terms Bind All Putative Class Members Who Do Not Opt-
28 Out. Except as otherwise provided in Paragraph 38 with respect to the settlement

1 and release of Released Claims arising under PAGA, any Putative Class Member
2 who does not affirmatively opt-out of the Settlement Class by submitting a timely
3 and valid Request for Exclusion will become a Class Member and will be bound by
4 all of the Settlement Agreement's terms, including those pertaining to the Released
5 Claims, as well as any Judgment that may be entered by the Court if it grants final
6 approval to the Settlement.

7 51. Objection Procedures. Putative Class Members who do not opt-out of
8 the Settlement may object to the Settlement. To object to the Settlement, a Class
9 Member should file a valid Notice of Objection with the Court and serve copies of
10 the Notice of Objection on the Parties' Counsel before the Response Deadline. The
11 Notice of Objection should be signed by the Class Member and contain all
12 information required by this Settlement Agreement. The postmark date of the filing
13 and service will be deemed the exclusive means for determining that the Notice of
14 Objection is timely. Irrespective of whether a Notice of Objection is submitted,
15 Class Members will have a right to appear at the Final Approval Hearing in order
16 to have their objections heard by the Court. At no time will any of the Parties or
17 their counsel seek to solicit or otherwise encourage Class Members to submit
18 written objections to the Settlement Agreement or appeal from the Order and
19 Judgment. Class Counsel will not represent any Class Members with respect to any
20 such objections to this Settlement.

21 52. Certification Reports Regarding Individual Settlement Payment
22 Calculations. The Settlement Administrator will provide Defendant's counsel and
23 Class Counsel a weekly report which certifies: (a) the number of Putative Class
24 Members who have submitted valid Requests for Exclusion; and (b) whether any
25 Putative Class Member has submitted a challenge to the workweeks attributed to
26 him or her as reflected in their Notice Packet. Additionally, the Settlement
27 Administrator will provide to counsel for both Parties any updated reports regarding
28 the administration of the Settlement Agreement as needed or requested.

1 53. Uncashed Settlement Checks. Any checks issued to Class Members,
2 including those issued pursuant to Paragraph 18 herein, will be negotiable for one
3 hundred and eighty (180) calendar days. Thereafter, those funds represented by
4 settlement checks that are returned as undeliverable or which remain uncashed shall
5 be transmitted to the State of California's Unclaimed Property Fund in the name of
6 the Class Members who fail to timely negotiate their checks.

7 54. Certification of Completion. Upon completion of administration of the
8 Settlement, the Settlement Administrator will provide a written declaration under
9 oath to certify such completion to the Court and counsel for all Parties.

10 55. Treatment of Individual Settlement Payments. All Individual
11 Settlement Payments will be allocated as follows: one-third of each Individual
12 Settlement Payment will be allocated as wages, one-third will be allocated as
13 penalties, and the remaining one-third will be allocated as interest. The portion
14 allocated to wages will be reported on an IRS Form W-2 and the portions allocated
15 to interest and penalties will be reported on an IRS Form-1099 by the Settlement
16 Administrator.

17 56. Administration of Taxes by the Settlement Administrator. The
18 Settlement Administrator will be responsible for issuing to Plaintiffs, Class
19 Members, and Class Counsel any W-2, 1099, or other tax forms as may be required
20 by law for all amounts paid pursuant to this Agreement. The Settlement
21 Administrator will also be responsible for forwarding all employees' share of taxes
22 and withholdings to the appropriate government authorities.

23 57. Tax Liability. Defendant makes no representation as to the tax
24 treatment or legal effect of the payments called for hereunder, and Plaintiffs and
25 Putative Class Members are not relying on any statement, representation, or
26 calculation by Defendant or by the Settlement Administrator in this regard.
27 Plaintiffs and Putative Class Members understand and agree that except for the
28 payment of the employer's portion of any payroll taxes, Plaintiffs and Class

1 Members will be solely responsible for the payment of any taxes and penalties
2 assessed on the payments described herein and will defend, indemnify, and hold
3 Defendant free and harmless from and against any claims resulting from treatment
4 of such payments as non-taxable damages.

5 58. Circular 230 Disclaimer. Each party to this agreement (for purposes of
6 this section, the “acknowledging party” and each party to this agreement other than
7 the acknowledging party, an “other party”) acknowledges and agrees that (1) no
8 provision of this agreement, and no written communication or disclosure between or
9 among the parties or their attorneys and other advisers, is or was intended to be, nor
10 shall any such communication or disclosure constitute or be construed or be relied
11 upon as, tax advice within the meaning of united states treasury department
12 circular 230 (31 cfr part 10, as amended); (2) the acknowledging party (a) has relied
13 exclusively upon his, her or its own, independent legal and tax counsel for advice
14 (including tax advice) in connection with this agreement, (b) has not entered into this
15 agreement based upon the recommendation of any other party or any attorney or
16 advisor to any other party, and (c) is not entitled to rely upon any communication or
17 disclosure by any attorney or adviser to any other party to avoid any tax penalty that
18 may be imposed on the acknowledging party; and (3) no attorney or adviser to any
19 other party has imposed any limitation that protects the confidentiality of any such
20 attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally
21 binding) upon disclosure by the acknowledging party of the tax treatment or tax
22 structure of any transaction, including any transaction contemplated by this
23 agreement.

24 59. No Prior Assignments. Plaintiffs, Putative Class Members, and Class
25 Counsel represent, covenant, and warrant that they have not directly or indirectly
26 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
27 any person or entity any portion of any liability, claim, demand, action, cause of
28 action or right herein released and discharged.

1 60. Release of Claims by Class Members. Upon payment of all funds due
2 hereunder and the occurrence of the Effective Date, Plaintiffs and all Putative Class
3 Members who did not timely submit a Request for Exclusion will be deemed to
4 have fully, finally and forever released, settled, compromised, relinquished, and
5 discharged any and all Released Claims with respect to all of the Released Parties,
6 except that, as provided by Paragraph 38, as of the Effective Date and upon payment
7 of all funds due, Plaintiffs and all Putative Class Members will be deemed to have
8 fully, finally and forever released, settled, compromised, relinquished, and
9 discharged any and all Released Claims arising under PAGA, with respect to all of
10 the Released Parties.

11 61. Release of Additional Claims and Rights by Plaintiffs. Upon payment
12 of all funds due hereunder and the occurrence of the Effective Date, as a condition
13 of receiving any portion of their Class Representative Enhancement Payment,
14 Plaintiffs will agree to the additional following General Release: In consideration
15 of Defendant's promises and agreements as set forth herein, each Plaintiff hereby
16 fully releases the Released Parties from any and all Released Claims and also
17 generally releases and discharges the Released Parties from any and all claims,
18 demands, obligations, causes of action, rights, or liabilities of any kind which have
19 been or could have been asserted against the Released Parties arising out of or
20 relating to Plaintiffs' employment by Defendant or termination thereof, including
21 but not limited to claims for wages, restitution, penalties, retaliation, or wrongful
22 termination of employment, and including any other claims whatsoever, including
23 any interest thereon, including claims based on alleged discrimination on the basis
24 of sex, race, national origin, ancestry, age, religion, disability, handicap, and/or
25 veteran status, and/or any other state or federal or common law, statutory, or other
26 claims arising out of or relating to Plaintiffs' employment by Defendant. This
27 release specifically includes any and all claims, demands, obligations and/or causes
28 of action for damages, restitution, penalties, interest, and attorneys' fees and costs

(except provided by the Agreement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Thus, Plaintiffs expressly waive any right or claim or right to assert hereafter that any claim, demand, obligation, and/or cause of action has, through ignorance, oversight, or error, been omitted from the terms of this Settlement Agreement. Specifically, Plaintiffs waive all rights and benefits afforded by California Civil Code Section 1542, which provides:

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

The release of claims set forth in this paragraph does not include claims for workers' compensation benefits or any of claims that may not be released by law.

62. Nullification of Settlement Agreement. If three-percent (3%) or more of the Putative Class Members exclude themselves from the Settlement, Defendant may, at its election, rescind the Settlement and all actions taken in its furtherance will be thereby null and void. Defendant must exercise this right of rescission, in writing, to Class Counsel, within fourteen (14) calendar days after the Settlement Administrator notifies the Parties of the total number of opt-outs. However, if Defendant exercises this right of rescission, Defendant must pay the Settlement Administration Costs incurred as of that date. In the event that: (a) the Court does not finally approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

63. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before

1 the Court to request the Preliminary Approval of the Settlement Agreement, and the
2 entry of a Preliminary Approval Order for: (a) conditional certification of the
3 Settlement Class for settlement purposes only, (b) Preliminary Approval of the
4 proposed Settlement Agreement, and (c) setting a date for a Final
5 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will
6 provide for the Notice Packet to be sent to all Putative Class Members as specified
7 herein. In conjunction with the Preliminary Approval Hearing, Plaintiffs shall submit
8 this Agreement, which sets forth the terms of this Settlement, and will include the
9 proposed Notice Packet. Class Counsel will be responsible for drafting all
10 documents necessary to obtain preliminary approval.

11 64. Final Settlement Approval Hearing and Entry of Judgment. Upon
12 expiration of the deadlines to submit disputes, Requests for Exclusion, or file and
13 service objections to the Settlement Agreement, and with the Court's permission, a
14 Final Approval/Settlement Fairness Hearing will be conducted to determine the
15 Final Approval of the Settlement Agreement along with the amounts properly
16 payable for (a) Individual Settlement Payments; (b) the Labor and Workforce
17 Development Agency's portion of the PAGA Payment; (c) the Class Counsel
18 Award; (d) the Class Representative Enhancement Payment; and (e) all Settlement
19 Administration Costs. The Final Approval/Settlement Fairness Hearing will not be
20 held earlier than thirty (30) calendar days after the Response Deadline. Class
21 Counsel will be responsible for drafting all documents necessary to obtain final
22 approval. Class Counsel will also be responsible for drafting the attorneys' fees
23 and costs application to be heard at the Final Approval Hearing.

24 65. Judgment and Continued Jurisdiction. At or after the Final
25 Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the
26 Court for its approval and entry. After entry of the Judgment, the Court will have
27 continuing jurisdiction solely for purposes of addressing: (a) the interpretation and
28 enforcement of the terms of the Settlement, (b) settlement administration matters,

1 and (c) such post-Judgment matters as may be appropriate under court rules or as
2 set forth in this Agreement.

3 66. Exhibits Incorporated by Reference. The terms of this Agreement
4 include the terms set forth in any attached Exhibits, which are incorporated by this
5 reference as though fully set forth herein. Any Exhibits to this Agreement are an
6 integral part of the Settlement.

7 67. Confidentiality Preceding Preliminary Approval. The Parties and their
8 counsel agree that they will not issue any press releases, initiate any contact with the
9 press, respond to any press inquiry, or have any communication with the press about
10 the fact, amount or terms of the Settlement. In addition, the Parties and their counsel
11 agree that they will not engage in any advertising or distribute any marketing
12 materials relating to the Settlement of this case, including but not limited to any
13 postings on any websites maintained by Class Counsel. Any communication about
14 the Settlement to Class Members prior to the court approved mailing will be limited
15 to a statement that a settlement has been reached and the details will be
16 communicated in a forthcoming Court-approved notice. However, nothing herein
17 shall prevent the Parties from informing counsel purporting to represent Putative
18 Class Members that the Action has been resolved subject to the approval by the
19 Court and will settle Released Claims. Further, Defendant may disclose the
20 existence of the Settlement and Preliminary Approval status in its quarterly earnings
21 press release and related quarterly Form 10-Q report.

22 68. Entire Agreement. This Settlement Agreement and any attached
23 Exhibits constitute the entirety of the Parties' settlement terms. No other prior or
24 contemporaneous written or oral agreements may be deemed binding on the Parties.
25 The Parties expressly recognize California Civil Code Section 1625 and California
26 Code of Civil Procedure Section 1856(a), which provide that a written agreement
27 is to be construed according to its terms and may not be varied or contradicted by
28 extrinsic evidence, and the Parties agree that no such extrinsic oral or written

1 representations or terms will modify, vary or contradict the terms of this Agreement.

2 69. Amendment or Modification. This Settlement Agreement may be
3 amended or modified only by a written instrument signed by counsel for all Parties
4 or their successors-in-interest.

5 70. Authorization to Enter into Settlement Agreement. Counsel for all
6 Parties warrant and represent they are expressly authorized by the Parties whom
7 they represent to negotiate this Settlement Agreement and to take all appropriate
8 action required or permitted to be taken by such Parties pursuant to this Settlement
9 Agreement to effectuate its terms and to execute any other documents required to
10 effectuate the terms of this Settlement Agreement. The Parties and their counsel
11 will cooperate with each other and use their best efforts to effect the implementation
12 of the Settlement. If the Parties are unable to reach agreement on the form or
13 content of any document needed to implement the Settlement, or on any
14 supplemental provisions that may become necessary to effectuate the terms of this
15 Settlement, the Parties may seek the assistance of the Court to resolve such
16 disagreement.

17 71. Binding on Successors and Assigns. This Settlement Agreement will
18 be binding upon, and inure to the benefit of, the successors or assigns of the Parties
19 hereto, as previously defined.

20 72. California Law Governs. All terms of this Settlement Agreement and
21 Exhibits hereto will be governed by and interpreted according to the laws of the
22 State of California.

23 73. Execution and Counterparts. This Settlement Agreement is subject
24 only to the execution of all Parties. However, the Agreement may be executed in
25 one or more counterparts. All executed counterparts and each of them, including
26 facsimile and scanned copies of the signature page, will be deemed to be one and
27 the same instrument provided that counsel for the Parties will exchange among
28 themselves original signed counterparts.

1 74. Acknowledgement that the Settlement is Fair and Reasonable. The
2 Parties believe this Settlement Agreement is a fair, adequate, and reasonable
3 settlement of the Action and have arrived at this Settlement after extensive
4 investigation, research of the law, formal and informal discovery, data and valuation
5 analysis, and arms-length negotiations, in the context of adversarial litigation,
6 taking into account all relevant factors, present and potential. The Parties further
7 acknowledge that they are each represented by competent counsel and that they
8 have had an opportunity to consult with their counsel regarding the fairness and
9 reasonableness of this Agreement.

10 75. Invalidity of Any Provision. Before declaring any provision of this
11 Agreement invalid, the Court shall first attempt to construe the provision as valid to
12 the fullest extent possible consistent with applicable precedents so as to define all
13 provisions of this Agreement valid and enforceable. Any invalid, illegal, or
14 unenforceable provision determined by the Court shall in no way affect any other
15 provision if Defendant and Class Counsel, on behalf of the Parties and the
16 Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or
17 unenforceable provision had never been included in this Agreement.

18 76. Plaintiffs' Waiver of Right to Be Excluded and Object. Plaintiffs agree
19 to sign this Settlement Agreement and, by signing this Settlement Agreement, are
20 hereby bound by the terms herein. For good and valuable consideration, Plaintiffs
21 further agree that they will not request to be excluded from the Settlement
22 Agreement, nor object to any terms herein, provided that the Court does not seek to
23 materially alter the terms of the Settlement. Any such request for exclusion or
24 objection by Plaintiffs will be void and of no force or effect. Efforts by Plaintiffs
25 to circumvent the terms of this paragraph will be void and of no force or effect.

26 77. Waiver of Certain Appeals. The Parties agree to waive appeals and to
27 stipulate to class certification for purposes of this Settlement only; except, however,
28 that Plaintiffs or Class Counsel may appeal any reduction in the Class Counsel's

1 Award below the amount Class Counsel requests from the Court, and either party
2 may appeal any court order that materially alters the Agreement's terms.

3 78. Class Action Certification for Settlement Purposes Only. The Parties
4 agree to stipulate to class action certification solely for purposes of the Settlement.
5 The Parties are not certifying the Released Claims, as defined in Paragraph 23,
6 which arise under PAGA, for settlement purposes. This stipulation shall not
7 constitute, in this or any other proceeding, an admission of any kind by Defendant,
8 including without limitation, that certification of a class for trial or any other
9 purpose is appropriate or proper or that Plaintiffs could establish any of the requisite
10 elements for class treatment of any of the claims in this Action. If, for any reason,
11 the Settlement is not approved, the stipulation to certification will be void and the
12 Settlement Class shall be automatically vacated. The Parties further agree that this
13 Agreement will not be admissible in this or any other proceeding as evidence that
14 either (i) a class action should be certified or (ii) Defendant are liable to Plaintiffs or
15 any Class Member, other than according to the Settlement's terms. In the event that
16 the Settlement is not approved or is otherwise voided, Defendant expressly reserve
17 all rights to challenge certification of a class for trial purposes in this Action or in
18 any other action on all available grounds as if no class had been certified for
19 settlement purposes in this Action, and no reference to the prior certification of a
20 class, or any documents related thereto, shall be made for any purpose.

21 79. Appointment of Class Representative. Defendant agrees that solely for
22 purposes of this Settlement, Plaintiffs Mendoza and De La Rosa shall be appointed
23 as Class Representatives for the Class.

24 80. Appointment of Class Counsel. Defendant agrees that solely for
25 purposes of this Settlement, Moon & Yang, APC shall be appointed as Class
26 Counsel for the Class.

27 81. Captions. The captions and section numbers in this Agreement are
28 inserted for the reader's convenience, and in no way define, limit, construe or

1 describe the scope or intent of the provisions of this Agreement.

2 82. Waiver. No waiver of any condition or covenant contained in this
3 Agreement or failure to exercise a right or remedy by any of the Parties hereto shall
4 be considered to imply or constitute a further waiver by such party of the same or any
5 other condition, covenant, right or remedy.

6 83. Mutual Preparation. The Parties have had a full opportunity to
7 negotiate the terms and conditions of this Agreement. Accordingly, this Agreement
8 will not be construed more strictly against one party than another merely by virtue
9 of the fact that it may have been prepared by counsel for one of the Parties, it being
10 recognized that, because of the arms-length negotiations between the Parties, all
11 Parties have contributed to the preparation of this Agreement.

12 84. Enforcement Actions. In the event that one or more of the Parties
13 institutes any legal action or other proceeding against any other Party or Parties to
14 enforce the provisions of this Settlement or to declare rights and/or obligations under
15 this Settlement, the successful Party or Parties shall be entitled to recover from the
16 unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert
17 witness fees incurred in connection with any enforcement actions.

18 85. Representation By Counsel. The Parties acknowledge that they have
19 been represented by counsel throughout all negotiations that preceded the execution
20 of this Agreement, and that this Agreement has been executed with the consent and
21 advice of counsel and reviewed in full. Further, Plaintiffs and Class Counsel
22 warrant and represent that there are no liens on the Settlement Agreement.

23 86. All Terms Subject to Final Court Approval. All amounts and
24 procedures described in this Settlement Agreement herein will be subject to final
25 Court approval.

26 87. Cooperation and Execution of Necessary Documents. All Parties will
27 cooperate in good faith and execute all documents to the extent reasonably
28 necessary to effectuate the terms of this Settlement Agreement.

88. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

**THE UNDERSIGNED HAVE CAREFULLY READ THE ABOVE TERMS
BEFORE SIGNING, AND HEREBY AGREE TO THE ABOVE TERMS.**

JESUS MENDOZA

DocuSigned by:

Jesus Mendoza

Dated: December ____, 2022

Plaintiff Jesus Mendoza

CESAR DE LA ROSA

Dated: December ____, 2022

Plaintiff Cesar De La Rosa

MASONITE CORPORATION

Dated: December 22, 2022

Christopher O. Bell

Christopher O. Bell
Please Print Name of Authorized Signatory
President, Global Residential

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88. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

**THE UNDERSIGNED HAVE CAREFULLY READ THE ABOVE TERMS
BEFORE SIGNING, AND HEREBY AGREE TO THE ABOVE TERMS.**

JESUS MENDOZA

Dated: December ____, 2022

Plaintiff Jesus Mendoza

CESAR DE LA ROSA

12/21/2022
Dated: December ____, 2022

DocuSigned by:
C: de la Rosa
7C8F0616F317402

Plaintiff Cesar De La Rosa

MASONITE CORPORATION

Dated: December ____, 2022

Please Print Name of Authorized Signatory

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1 **APPROVED AS TO FORM**

2
3 Dated: December __21__, 2022 LITTLER MENDELSON, P.C.

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6 SHIVA SHIRAZI DAVOUDIAN
7 TONY ZHAO
8 Attorneys for Defendant
9 MASONITE CORPORATION

10 Dated: December 21, 2022 MOON & YANG, APC

11
12 

13 KANE MOON
14 ALLEN FEGHALI
15 ENZO NABIEV
16 SOHYUN OH
17 Attorneys for Plaintiffs
18 JESUS MENDOZA & CESAR DE LA
19 ROSA

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