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16 Attorneys for Defendants
MASONITE CORPORATION

17 UNITED STATES DISTRICT COURT
18 CENTRAL DISTRICT OF CALIFORNIA - EASTERN DIVISION
19

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

22 Plaintiff,

23 v.
24

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

26 Defendants.
27
28

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. The Notice will be provided in both
5 English and Spanish.

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

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

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

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

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

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

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

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

15 25. “Released Parties” means Masonite, and its past and present officers,
16 directors, employees, and agents.

17 26. “Request for Exclusion” means a timely letter submitted by a Putative
18 Class Member indicating a request to be excluded from the settlement. The Request
19 for Exclusion must: (a) be signed by the Putative Class Member; (b) contain the
20 name, address, telephone number and the last four digits of the Social Security
21 Number of the Putative Class Member requesting exclusion; (c) clearly state that
22 the Putative Class Member does not wish to be included in the settlement of the
23 Action; (d) be returned by fax or mail to the Settlement Administrator at the
24 specified address and/or facsimile number; and, (e) be postmarked on or before the
25 Response Deadline. The date of the fax or postmark on the return mailing envelope
26 will be the exclusive means to determine whether a Request for Exclusion has been
27 timely submitted. Except as otherwise provided in Paragraph 38 with respect to the
28 settlement and release of Released Claims arising under PAGA, a Putative Class

1 Member who does not request exclusion from the Settlement Class will be deemed
2 a Class Member and will be bound by all terms of the Settlement, if the Settlement
3 is granted final approval by the Court.

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

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

25 29. “Settlement Administration Costs” means the costs payable from the
26 Gross Settlement Amount to the Settlement Administrator for administering this
27 Settlement, including, but not limited to, printing, distributing, and tracking
28 documents for this Settlement, tax reporting, distributing the Gross Settlement

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

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

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

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

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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 into a Qualified Settlement Fund account to be established by the Settlement

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

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

7 35(a) Solely for purposes of this Settlement, the Parties stipulate
8 and agree that Moon & Yang, APC shall be appointed as
9 Class Counsel for the Class.

10 35(b) Defendant agrees not to oppose or impede any application or
11 motion by Class Counsel for attorneys' fees and costs of up
12 to a maximum of thirty-three and one-third percent (33 1/3%)
13 of the Gross Settlement Amount, or Two Hundred Eleven
14 Thousand Six Hundred Forty Five Dollars and Fifty Cents
15 (\$211,645.50), and costs/expenses not to exceed Eighteen
16 Thousand Dollars and Zero Cents (\$18,000.00) subject to the
17 Court finally approving this Settlement and subject to the
18 exhaustion of any and all appeals. The Settlement
19 Administrator (and not the Defendant) shall issue an IRS
20 Form 1099 to Class Counsel reflecting the awarded
21 attorneys' fees, costs and expenses. Any portion of the Class
22 Counsel Award not awarded to Class Counsel shall be a part
23 of the Net Settlement Amount.

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

26 36(a) Solely for purposes of this Settlement, the Parties stipulate
27 and agree that Mendoza and De La Rosa shall be appointed
28 as Class Representatives for the Class.

1 36(b) In recognition of their efforts and work in prosecuting the
2 Action on behalf of Class Members, Defendant agrees not to
3 oppose or impede an application or motion by Plaintiffs for a
4 Class Representative Enhancement Payment of up to Five
5 Thousand Dollars and Zero Cents (\$5,000.00) from the Gross
6 Settlement Amount, to each Plaintiff, subject to the Court
7 granting final approval of this Agreement and subject to the
8 exhaustion of any and all appeals. Any portion of the Class
9 Representative Enhancement Payments not awarded to
10 Plaintiffs will be added to the Net Settlement Amount. The
11 Class Representative Enhancement Payment, which shall be
12 paid from the Gross Settlement Amount, shall be in addition
13 to Plaintiffs' Individual Settlement Payment paid pursuant to
14 the Settlement. Plaintiffs shall execute a general release in
15 favor the Released Parties. The Settlement Administrator
16 (and not the Defendant) shall issue an IRS Form 1099 to the
17 Class Representatives reflecting the class representative
18 payment. Any portion of the Class Representative
19 Enhancement Payment not awarded to Plaintiffs shall remain
20 a part of the Net Settlement Amount.

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

28 38. PAGA Settlement and Release. The Parties acknowledge and agree

1 that for purposes of the PAGA and Judgment, all Putative Class Members were
2 allegedly aggrieved in the same manner pursuant to Labor Code § 2698, *et. seq.*, in
3 that each Putative Class Member allegedly suffered at least one of the alleged Labor
4 Code violations asserted in the Complaint for which the PAGA provides an
5 available remedy. The Parties also acknowledge and agree that, by law, non-party
6 employees have no right to opt out of, or object to, the settlement of PAGA claims,
7 that the settlement of PAGA claims is subject to Court approval, and a judgment
8 with respect to PAGA claims is binding with respect to non-party employees upon
9 Court approval, pursuant to California Labor Code section 2699(l), *Arias v.*
10 *Superior Ct. (Dairy)*, 46 Cal. 4th 969, and *Cardenas v. McLane Foodservice, Inc.*,
11 2011 WL 379413 at *3 (C.D. Cal. Jan. 31, 2011). As such, irrespective of whether
12 a Putative Class Member submits a Request for Exclusion, upon approval of the
13 Settlement, all Putative Class Members will be issued payment for PAGA penalties
14 as provided herein, and upon the Effective Date, shall be deemed to have released
15 the Released Claims arising under PAGA, as set forth in Paragraph 23.

16 38(a) The Parties agree that the amount of Sixty Thousand Dollars
17 and Zero Cents (\$60,000.00) from the Gross Settlement
18 Amount (“PAGA Settlement Amount”) will be paid as
19 follows.

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

28 (ii) Twenty-Five Percent (25%) of the PAGA Settlement

1 Amount (“Employees’ PAGA Portion”), or
2 \$15,000.00, will be distributed to Class Members as
3 part of the Net Settlement Amount on a *pro rata* basis
4 based on Workweeks during the applicable PAGA
5 limitations period of November 15, 2019, to the date
6 of the Court’s order preliminarily approving this
7 Settlement.

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

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

20 41. Calculation of Gross Settlement Amount. The Gross Settlement
21 Amount was calculated with, and is premised on, the understanding that as of March
22 26, 2022, there are approximately 908 Putative Class Members eligible to participate
23 in the Settlement. If, as of the date of Preliminary Approval, the total number of
24 Putative Class Members exceeds the original estimates by more than fifteen percent
25 (15%), then Masonite, at its sole discretion, may adjust the date of the release
26 period.

27 42. Individual Settlement Payment Calculations. Individual Settlement
28 Payments shall be calculated and apportioned from the Net Settlement Amount based

on the number of Workweeks a Class Member worked during the Class Period. Specific calculations of Individual Settlement Payments shall be made as follows:

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

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

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

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

43. No Credit Toward Benefit Plans. Any and all payments made pursuant to this Agreement, shall not be utilized to calculate any additional benefits under any benefit plans to which any Putative Class Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which any Putative Class Members may be entitled under any benefit 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, with Spanish translation. Each Notice Packet will provide: (a) information
8 regarding the nature of the Action; (b) a summary of the Settlement's principal
9 terms; (c) the Settlement Class definition; (d) the total number of Workweeks each
10 respective Putative Class Member worked for Defendant during the Class Period;
11 (e) each Putative Class Member's estimated Individual Settlement Payment and the
12 formula for calculating Individual Settlement Payments; (f) the dates which
13 comprise the Class Period; (g) instructions on how to submit valid Requests for
14 Exclusion, or objections; (h) instructions on how to dispute the Workweeks
15 allocated to a Putative Class Member as reflected in the Notice Packet, (i) the
16 deadlines by which the Putative Class Member must submit disputes, submit
17 Requests for Exclusions, or file and serve objections to the Settlement; (j) the claims
18 to be released, as set forth herein; and (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

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

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

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

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

28 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.

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

DocuSigned by:
Jesus mendoza
D640003253241C3

Plaintiff Jesus Mendoza

DocuSigned by:
C: dela Rosa
76BF084650474D3

Plaintiff Cesar De La Rosa

Please Print Name of Authorized Signatory

//

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

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

9 **JESUS MENDOZA**

10 Dated: December _____, 2022

11 _____
12 Plaintiff Jesus Mendoza

13 **CESAR DE LA ROSA**

14 Dated: December _____, 2022

15 _____
16 Plaintiff Cesar De La Rosa

17 **MASONITE CORPORATION**

18
19 Dated: March 31, 2023

20 _____
21 *Christopher O. Bell*
22 *Christopher O. Bell*
23 Please Print Name of Authorized Signatory
24 President, Global Residential
25
26
27
28

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1 **APPROVED AS TO FORM**

2

3 Dated: March 31, 2023

LITTLER MENDELSON, P.C.

4

5 

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

10 Dated: _____, 2023

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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4862-1487-1868.3 / 073171-1027

APPROVED AS TO FORM

Dated: _____, 2023

LITTLER MENDELSON, P.C.

SHIVA SHIRAZI DAVOUDIAN
TONY ZHAO
Attorneys for Defendant
MASONITE CORPORATION

Dated: March 31, 2023

MOON & YANG, APC


KANE MOON
ALLEN FEGHALI
ENZO NABIEV
SOHYUN OH
Attorneys for Plaintiffs
JESUS MENDOZA & CESAR DE LA
ROSA

4862-1487-1868.3 / 073171-1027

Exhibit A

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

Jesus Mendoza, et al. v. Masonite Corporation
United States District Court, Central District of California
Case No. 5:21-cv-00025-SSS-KK

You may be entitled to receive a payment from a class action settlement if you worked for Masonite Corporation in California as an hourly-paid, non-exempt employee at any time during the period from July 14, 2017 through [INSERT PRELIMINARY APPROVAL DATE].

This Notice is only a summary of the class and PAGA action settlement. You can (and are encouraged to) access and review the entire Class Action and PAGA Settlement Agreement and Release, with all of the settlement terms to which you are bound, including the “Released Claims” set forth in Paragraph 23 therein, by contacting the Settlement Administrator at (800) ###-####.

The United States District Court authorized this notice. This is not a solicitation from a lawyer. This is not a lawsuit against you and you are not being sued. However, your legal rights are affected whether you act or do not act.

- Plaintiffs Jesus Mendoza and Cesar De La Rosa have sued Masonite Corporation (hereinafter referred to as “Masonite” or “Defendant”), claiming that Masonite violated California law by purportedly failing to pay minimum and regular rate wages, failing to pay overtime compensation, failing to provide meal periods, failing to authorize and permit rest breaks, failing to timely pay final wages at termination, failing to provide accurate itemized wage statements, and violating the California Business and Professions Code and the Private Attorneys General Act (“PAGA”).
- You are receiving this Notice because a proposed settlement has been reached in the following cases: (1) *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, and (2) *Jesus Mendoza v. Masonite Corporation*, Superior Court of California, County of Riverside, Case No. CVRI2101170 (collectively referred to in this Notice as “Action”).
- Masonite has denied these claims and the Court has not decided the merits of these claims.
- To avoid litigation expenses, Masonite has agreed to settle these claims and this Notice is a summary of your rights and options under this Settlement—including the deadlines to exercise them.

1. Why did I get this notice package?

You are receiving this Class Notice because Masonite’s records identify you as an hourly-paid, non-exempt employee employed by Masonite in the state of California during the period of July 14, 2017, through [INSERT PRELIMINARY APPROVAL DATE]. As such, you are a potential Class Member in this lawsuit. The purpose of this Notice is to describe the litigation to you, inform you about the Settlement, and inform you of your rights and options in connection with the Settlement.

Class Members include all individuals who, according to Masonite’s records, worked for Masonite as an hourly-paid, non-exempt employee in California at any time during the period of July 14, 2017, through [INSERT PRELIMINARY APPROVAL DATE].

PAGA Employees include all individuals who, according to Masonite’s records, worked for Masonite as an hourly-paid, non-exempt employee in California at any time during the period of November 15, 2019, through [INSERT PRELIMINARY APPROVAL DATE].

The Court in charge of the case and the approval of the Settlement is the United States District Court, Central District of California, and the case is known as *Jesus Mendoza, et al. v. Masonite Corporation*, Case No. 5:21-cv-00025-SSS-KK. The judge currently presiding over the lawsuit is the Honorable Sunshine S. Sykes, in Courtroom 2.

2. What is a class action and who is involved?

In class and representative actions, one or more people called “Class Representatives” (which – in this case – are Jesus Mendoza and Cesar De La Rosa) sue on behalf of themselves and other individuals who have similar claims. The Class Representatives and these other individuals together are a “Class” or “Class Members.” Each person receiving this notice is a “Class Member” for purposes of this Settlement. The Court has preliminarily decided that this Action can be resolved on a class-wide basis because it meets the requirements of federal law governing the resolution of claims through a class action.

3. What does the lawsuit complain about?

Plaintiffs Jesus Mendoza and Cesar De La Rosa’s Action alleges that Masonite violated the rights of non-exempt employees under California law. Specifically, Plaintiffs claim that non-exempt employees in California employed by Masonite during the relevant time period were subjected to the following violations: (1) failure to pay minimum and regular rate wage; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) violation of the California Business and Professions Code; and (8) based on the allegations in this Action, Plaintiffs further seek the recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”).

Class Counsel is experienced in class action litigation and has a duty to represent the interests of all Class Members. Based on analyzing the law concerning the claims, analyzing records, making factual investigations, considering risks involved in further litigation, ensuring that the Class receives payment without having to wait for years of protracted litigation with no certainty of success, and using a professional third-party mediator to assist in reaching a fair settlement of this lawsuit, Class Counsel believes the Settlement is fair, adequate, and reasonable.

You are receiving Class Notice of this Settlement because the Court has reviewed the Settlement and has preliminarily determined the Settlement is fair, adequate, and reasonable and therefore can go forward.

The Settlement is the result of good faith, arm’s length negotiations between Plaintiffs and Masonite, through their respective attorneys and aided by a well-respected mediator. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the Settlement Class Members. This Settlement is a compromise and is not an admission of liability on the part of Masonite.

The Court has not decided whether Plaintiffs’ claims have any merit. There was no trial. Instead of going to trial, both sides agreed to this settlement.

4. What does the settlement provide?

- Masonite will pay \$635,000.00 (“Gross Settlement Amount”) to end this lawsuit.
- Class Members will receive a portion of the Net Settlement Amount in the manner described under Question 5. The Net Settlement Amount is the Total Settlement Amount minus the following deductions: (1) up to \$5,000.00 to each of the Class Representatives as approved by the Court (total of \$10,000.00); (2) up to \$211,645.50 as attorneys’ fees to Class Counsel as approved by the Court; (3) up to \$18,000.00 as costs to Class Counsel as approved by the Court;

(4) approximately \$12,000.00 as Settlement Administration Expenses as approved by the Court; and (5) \$45,000.00 to the California Labor & Workforce Development Agency.

5. How much will my payment be?

A Class Member's Individual Settlement Payment will be his or her share of the Net Settlement Amount. The Net Settlement Amount is comprised of two parts: (1) the Net Class Settlement Amount (i.e., the entire Net Settlement Amount less the Net PAGA Settlement Amount which is approximately \$338,354.50), and (2) the Net PAGA Settlement Amount (i.e., \$15,000.00 earmarked for the release of Representative Plaintiffs' and each PAGA Aggrieved Employee's PAGA claims that is not payable to the California Labor and Workforce Development Agency).

Calculation of Individual Class Settlement Payment

A Class Member's pro-rata share of the Net Class Settlement Amount will be calculated by dividing the number of workweeks that he or she worked for Masonite as a non-exempt employee in California between July 14, 2017 and [INSERT PRELIMINARY APPROVAL DATE], by the total number of workweeks that all Class Members (who do not opt-out or exclude themselves from the Settlement) worked for Masonite as non-exempt employees between July 14, 2017 and [INSERT PRELIMINARY APPROVAL DATE].

All Settlement Payment determinations will be based on Masonite's timekeeping, payroll, and/or human resources records for Class Members. Your estimated individual workweeks during the Class Period and estimated Individual Class Settlement Payment are listed below:

Defendant's records indicate you worked a total of << **Class Workweeks**>> workweeks in California during the Class Period. Based on your workweeks during the Class Period, your estimated Individual Class Settlement Payment is approximately \$<<**Est Individual Settlement Payment**>>, minus any withholdings and deductions required by law.

If you dispute the number of workweeks as shown above, you may produce evidence to the Settlement Administrator establishing the dates you contend to have worked for Masonite from July 14, 2017 to [INSERT PRELIMINARY APPROVAL DATE]. Corrections to the number of workweeks must be supported by documentation or other evidence to constitute a valid dispute of workweeks. The Settlement Administrator shall provide a recommendation to counsel for the Parties and counsel will meet and confer to resolve the dispute. Corrections and supporting evidence must be mailed to [INSERT ADDRESS], faxed to [INSERT FAX NUMBER], or emailed to [INSERT EMAIL ADDRESS]. The deadline to submit corrections and supporting evidence is [INSERT DATE].

When calculating the Individual Settlement Payments for purposes of the Notices of Settlement, the Settlement Administrator will assume that no Settlement Class Members opt-out. When calculating the individual Settlement Payments to Settlement Class Members following Final Approval (for purposes of preparing individual Settlement Payment checks), the Settlement Administrator will not include Settlement Class Members who validly request exclusion from the Settlement.

For tax purposes, the Individual Settlement Payments will be allocated as follows: one-third (1/3) as wages, one-third (1/3) as penalties, and one-third (1/3) as interest. The wage portion of each Individual Settlement Payment will be subject to the withholding of all applicable local, state, and federal taxes, and the Settlement Administrator will deduct applicable employee-side payroll taxes from the wage portion of each Individual Settlement Payment. The portion allocated to wages shall be reported on an IRS Form W-2. The portion of each Individual Settlement Payment allocated to penalties and interest will be classified as other miscellaneous income and reported to state and federal taxing authorities by the Settlement Administrator using IRS Form 1099 without any tax withholding. You should consult with your tax advisors concerning the tax consequences of the payments you receive under the settlement. Neither Class Counsel nor Masonite's counsel intend anything contained herein to constitute legal advice regarding the taxability of any amount paid, nor shall it be relied

upon as such.

Calculation of Individual PAGA Settlement Payment

The PAGA Allocation will be distributed to the California Labor and Workforce Development Agency (“LWDA”) and to the PAGA Employees. In accordance with California law, 75% of the PAGA Allocation (or \$45,000) will be paid to the LWDA and the remaining 25% of the PAGA Allocation (or \$15,000) will be paid to the PAGA Employees on a pro-rata basis (the “Individual PAGA Settlement Payments”) based on the number of workweeks each PAGA Employee actually worked for Defendant in California during the PAGA Period, taking into account leaves of absence and any gaps in employment. The applicable PAGA Period is November 15, 2019, to [INSERT DATE OF PRELIMINARY APPROVAL]. Your estimated individual workweeks during the PAGA Period and estimated Individual PAGA Settlement Payment are listed below:

Defendant’s records indicate you worked a total of <<PAGA Workweeks>> workweeks in California during the PAGA Period. Based on your workweeks during the PAGA Period, your estimated Individual PAGA Settlement Payment is approximately \$<<Est Individual PAGA Settlement Payment>>.

Each Individual PAGA Settlement Payment will be allocated as 100 percent miscellaneous income and reported to state and federal taxing authorities by the Settlement Administrator using Form 1099-MISC. Any taxes owed on the PAGA Settlement Payment will be the responsibility of the PAGA Employee receiving these payments.

6. Will being part of this Settlement affect my job with Masonite?

Masonite encourages all Class Members to participate in the Settlement. Masonite represents that, as required by law, it will not retaliate against any associate as a result of his or her participation in the Settlement.

7. How and when will I get a payment? How do I update my address?

How do I receive money from the Settlement? You do not need to do anything to receive your Individual Class Settlement Payment and/or Individual PAGA Settlement Payment. Just watch your mail for a check and cash it when you get it. If you do not exclude yourself from the Settlement, you will automatically receive money from the Settlement. You do not need to make a claim or take any other action to receive your share of the Settlement.

When will I receive my Settlement payment? Class Members who do not opt out of the Settlement will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved. PAGA Employees will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved. If there are appeals, resolving them can take more time.

Settlement payment checks must be cashed soon after receipt. The Settlement checks will be able to be cashed for 180 days after they are issued. After 180 days, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500, et seq. in the names of those Class Members and/or PAGA Employees who did not cash their checks until such time they claim their property. The Settlement Administrator will also void any tax documents issued to the Class Members or PAGA Employees who did not cash their checks within 180 days of issuance. In such event, the Class Member and/or PAGA Employee will nevertheless remain bound by the terms of the Settlement.

Change of address. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure that you receive your Settlement payment. If you change your address, or if this notice was not mailed to your correct address, you should immediately provide your current address to the Settlement Administrator. The Settlement

Administrator can be reached at (800) ###-####, or at the address provided below.

8. What claims am I releasing as part of this lawsuit?

If you do not exclude yourself from the Settlement, you will be bound by the release of claims in this Settlement. This release includes the wage and hour claims that were pleaded in the Action (or that could have been pleaded based on the facts alleged in the Consolidated Action), which arise out of the Class Members' work performed for Masonite as hourly-paid, non-exempt employees in the state of California between July 14, 2017 and [INSERT PRELIMINARY APPROVAL DATE].

More specifically, if the Court grants final approval of the Settlement, all Settlement Class Members who do not timely request exclusion from the Settlement will be barred from bringing certain claims described below:

Released Claims. The Released Claims are all claims, rights, demands, liabilities and causes of action, whether in law or equity, arising from the same facts and/or claims alleged in the Original Complaint, PAGA Complaint and First Amended Complaint, or related to claims that were pled or could have been pled based on the facts alleged in the Complaint and in pending PAGA Letters submitted to LWDA by Putative Class Members and/or Class Counsel, including claims for wages, restitution, statutory and civil penalties, interest, fees, and costs, and claims arising from California's Private Attorneys General Act, based on the following categories of claims and allegations: (1) failure to pay minimum and regular rate wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to timely pay all wages during employment; (8) failure to reimburse business expenses; (9) failure to maintain accurate records of hours worked; (10) failure to maintain accurate records of meal breaks; (11) unfair business practices in violation of California Business and Professions Code sections 17200, et seq., including incorporated or related claims based on alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 551, 552, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800 and 2802 et seq.; and (12) civil penalties under the Private Attorneys General Act (California Labor Code sections 2698 et seq., including incorporated or related claims based on alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 551, 552, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800 and 2802 et seq.

Released Claims Period. The Released Claims Period means the period from July 14, 2017, to [INSERT PRELIMINARY APPROVAL DATE].

Released Parties. The Released Parties are Masonite, and its past and present officers, directors, employees, and agents.

PAGA Settlement and Release. All Class Members, including all PAGA Employees, release the Released Claims arising under PAGA, regardless of whether they have requested exclusion from the Settlement as to Class claims.

For the full language of the release, as well as additional documents related to the settlement, including the complete Class Action and PAGA Settlement Agreement and Release, you may contact the Settlement Administrator at (800) ###-####.

9. What are my options?

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING—GET MONEY	If you do nothing and the Court orders final approval of the Settlement, you will give up your rights to pursue the claims that are released by the Settlement and will be paid your portion of the Net Settlement Amount.
EXCLUDE YOURSELF FROM THE SETTLEMENT AND RECEIVE NO MONEY	If you ask to be excluded from, or opt-out of, the Settlement, you will get no payment, but you will keep your rights and not release any claims in this lawsuit. However, you will still receive any PAGA Settlement Payment to which you are entitled and release only those Released Claims that arise under PAGA.
OBJECT TO THE SETTLEMENT	Write to the Court about what you do not like about the Settlement, and if you so choose, attend Court to speak about the fairness of the Settlement.

10. How do I ask to be excluded from the settlement?

If you do not want a payment from this Settlement, but you want to keep your rights, then you **must** take steps to exclude yourself from the Settlement. You can exclude yourself from the Settlement by notifying the Settlement Administrator in writing of your intent to exclude yourself by [REDACTED], 2023 (which is 30 calendar days from the date this Notice is sent to the Class Members). Your exclusion letter must state your (i) name, (ii) current address, (iii) telephone number, (iv) the last four digits of your social security number, (v) desire to exclude yourself from the Settlement, and (vi) your signature. You may choose to use the Exclusion Form enclosed in this Notice. Exclusion letters or Exclusion Forms must be sent directly to the Settlement Administrator.

The Settlement Administrator, Simpluris Class Action Settlement Administration, is a neutral third-party appointed by the Court to administer the Settlement in accordance with the Court's Orders and the terms of the Settlement Agreement. Exclusion letters must be sent directly to the Settlement Administrator at the following address by fax or first-class mail, postage prepaid, postmarked on or before [REDACTED], 2023:

Simpluris Class Action Settlement Administration
[Administrator Address Here]

No Class Member will be permitted to pursue a claim released by this Settlement on the grounds that a request for exclusion was submitted timely and lost, destroyed, misplaced, or otherwise not received by the Settlement Administrator unless the Class Member has adequate proof that the request for exclusion was mailed timely certified and return receipt requested or has equivalent proof of timely delivery.

You may withdraw your exclusion prior to [REDACTED], 2023, by writing to the Settlement Administrator and stating your intent to withdraw your request to be excluded.

11. If I don't exclude myself, can I sue Masonite for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Masonite for the claims that this Settlement resolves. If

you have a pending lawsuit regarding these claims, speak to your lawyer in that case. **Remember, the exclusion deadline is [REDACTED], 2023.**

12. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you are not eligible to receive any money from this Settlement, but you may sue, continue to sue, or be part of a different lawsuit against Masonite. If you ask to be excluded, you will not be bound by the Settlement or have any right to object, appeal, or comment thereon.

13. How do I object to the settlement?

If you are a Class Member and wish to object and tell the Court why you do not like the Settlement, you may submit a written objection or appear at the Final Approval Hearing to raise your objection. To object, Class Members can file a written notice of objection with the Court and serve copies of the notice of objection to Class Counsel and Defendant's Counsel by no later than [REDACTED], 2023 (which is 30 calendar days from the date this Notice is sent to the Class Members.). All such objections must contain: (i) the Class Member's full name, signature, address, telephone number, last four digits of Social Security Number, (ii) written statement of all grounds for the objection accompanied by any legal support for such objection; and (iii) copies of any papers, brief, or other documents, upon which the objection is based. You may choose to use the Objection Form enclosed in this Notice. Upon request, the objector must also provide the parties any address information or other necessary information so as to identify the objector. Irrespective of whether a notice of objection is submitted, Class Members are entitled to be heard at the Final Approval Hearing. A Class Member may enter an appearance through an attorney if the Class Member so desires.

You may object, however, only if you do not exclude yourself from the Settlement. Do not submit a request for exclusion if you wish to object. If a Class Member objects to the Settlement, he/she will remain a member of the Class, and, if the Court grants final approval of the Settlement, he/she will be bound by the Settlement in the same way and to the same extent as a Class Member who does not object.

The names and addresses of Class Counsel are:

Class Counsel	Defendant's Counsel
Kane Moon Allen Feghali Julie Sohyun Oh MOON & YANG, APC 1055 W. Seventh St., Suite 1880 Los Angeles, California 90017 Telephone: (213) 232-3128 Facsimile: (213) 232-3125	Shiva Shirazi Davoudian Tony Zhao LITTLER MENDELSON P.C. 2049 Century Park East 5th Floor Los Angeles, California 90067.3107 Telephone: (310) 553-0308 Fax No.: (310) 553-5583

14. What's the difference between objecting and excluding myself?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class and don't want to release your individual claims. If you exclude yourself, you have no basis to object because the case no longer affects you.

15. Do I have a lawyer in this case?

The Court has approved Moon & Yang, APC to represent you and other Class Members in this action. These lawyers are called Class Counsel. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer,

you may hire one at your own expense. A Class Member may enter an appearance through an attorney if the Class Member so desires. Class Counsel are available as your counsel to answer your questions. The names and contact information of Class Counsel are listed in Question 13 above.

16. How will the lawyers be paid?

Class counsel would ask the Court to approve a payment of up to \$211,645.50 for attorneys' fees and up to \$18,000 for litigation costs, which will be paid out of the \$635,000.00 settlement fund. These attorneys' fees will pay Class Counsel for bringing the lawsuit on your behalf, investigating the facts, litigating the case, and negotiating the Settlement. Defendant has agreed not to oppose these attorneys' fees or costs. The Court may award less than these amounts.

17. When will final approval occur?

The Court will hold a final hearing to decide whether or not to approve the Settlement. You may attend, either in person or remotely depending on the Court's procedure at the time of the hearing due to the pandemic, and you may ask to speak, but you don't have to. The Final Approval Hearing is scheduled for [REDACTED], 2023, at [REDACTED] a.m./p.m. in the United States District Court, Central District of California, Courtroom 2, located at 3470 Twelfth Street, Riverside, California 92501-3801.

18. How do I get more information?

This Notice only summarizes the Action, the Settlement and related matters. You may contact the Settlement Administrator for a copy of the Class Action and PAGA Settlement Agreement and Release. This document and the motion for approval of the settlement is also on file with the United States District Court, Central District of California, located at 3470 Twelfth Street, Riverside, California 92501-3801. You may also contact Class Counsel at the address listed in Section 13 above without having to pay for any attorneys' fees. You also have the right to speak with an attorney of your choosing at your own expense. A Class Member may enter an appearance through an attorney if the Class Member so desires.

Simpluris Class Action Settlement Administration

<<Telephone Number>>

<<Fax Number>>

<<Email>>

<<Website>>

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR ANY OF MASONITE'S MANAGERS, SUPERVISORS, OR ATTORNEYS ABOUT THIS SETTLEMENT.

Jesus Mendoza, et al. v. Masonite Corporation
United States District Court, Central District of California
Case No. 5:21-cv-00025-SSS-KK

|||||
<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

REQUEST FOR EXCLUSION FORM

You are receiving this form because you may be entitled to receive money from a Class Action Settlement.

Use and return this form only if you wish to be excluded from the Class and do not wish to receive a settlement payment. If you exclude yourself from the Class by signing and returning this form, you will not receive your Individual Settlement Payment, you will not be subject to the terms of the Settlement, and you will retain whatever rights you may currently have.

If you wish to remain in the Class and receive a settlement payment, you may disregard this form. You do not need to do anything, and you will receive a check by U.S. Mail.

To be valid, your Exclusion Request Form must be signed by you, and returned to the Settlement Administrator at the address provided below and be postmarked on or before [REDACTED], 2023.

I HEREBY CONFIRM THAT I HAVE RECEIVED NOTICE OF THE PROPOSED SETTLEMENT IN THE *MENDOZA V. MASONITE CORPORATION* ACTION AND WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS. I UNDERSTAND THAT I WILL NOT RECEIVE A SETTLEMENT PAYMENT OR OTHER SETTLEMENT BENEFITS AND WILL NOT BE BOUND BY THE CLASS SETTLEMENT INCLUDING THE RELEASE OF CLASS CLAIMS. HOWEVER, I WILL STILL RECEIVE MY PAGA PAYMENT AND BE SUBJECT TO THE PAGA RELEASE AND OTHER SETTLEMENT TERMS APPLICABLE TO PAGA.

Dated: _____

Signature: _____

What is the Settlement Administrator's contact information?

Mendoza, et al. v. Masonite Corporation

c/o Simpluris, Inc.

[insert address]

[insert phone/fax/email]

Jesus Mendoza, et al. v. Masonite Corporation
United States District Court, Central District of California
Case No. 5:21-cv-00025-SSS-KK

|||||

<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

OBJECTION FORM

You are receiving this form because you may be entitled to receive money from a Class Action Settlement.

Use and return this form only if you wish to object to the settlement. If your objection is rejected by the Court, you will receive your Individual Settlement Payment, you will be subject to the terms of the Settlement, and you will release claims as set forth in the Settlement and Notice. However, an oral objection may be made at the final approval hearing instead of submitting a written objection.

To be valid, your Objection Form must be signed by you, and returned to the Settlement Administrator at the address provided below and be postmarked on or before [REDACTED], 2023.

I object to the settlement in *Mendoza v. Masonite Corporation* because _____

Dated: _____

Signature: _____

What is the Settlement Administrator's contact information?

Mendoza, et al. v. Masonite Corporation

c/o Simpluris, Inc.

[REDACTED]

[REDACTED]