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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

Coordination Proceeding
Special Title (Rule 3.550)

Judicial Counsel Coordination Proceeding
No.: 5224 Honorable Melissa McCormick

**REBORN CABINETS WAGE AND HOUR
CASES**

**DECLARATION OF VARTAN
MADOYAN IN SUPPORT OF
PLAINTIFFS' MOTION TO APPROVE
PAGA SETTLEMENT**

Including Actions:

William Mosing v. Reborn Cabinets, Inc.

Superior Court of California, County of
Alameda No. 21CV001749

Salvador Lozano v. Reborn Cabinets, Inc.

Superior Court of California, County of Orange
No. 30-2021-01191829

Salvador Lozano v. Reborn Cabinets, Inc.

Superior Court of California, County of Orange
No. 30-2021-01223149

William Mosing, et al. v. Reborn Cabinets, Inc.

Superior Court of California, County of Orange
No. 30-2021-01231360

DECLARATION OF VARTAN MADOYAN

I, Vartan Madoyan, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers for Justice, PC, co-counsel of record for Plaintiffs William Mosing, Salvador Lozano, and Dominique Cadilli ("Plaintiffs"). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and, if called as a witness, I could and would competently testify as follows.

2. This declaration is being submitted in support of Plaintiffs' Motion for Approval of PAGA Settlement.

3. A true and correct copy of the fully executed Private Attorneys General Act Settlement Agreement and Release ("Agreement") is attached hereto as Exhibit #1.

4. A true and correct copy of Plaintiff Salvador Lozano's Notice of Violations filed with the Labor and Workforce Development Agency ("PAGA Notice") is attached hereto as Exhibit #2.

5. A true and correct copy of Plaintiff Dominique Cadilli's Notice of Violations filed with the Labor and Workforce Development Agency ("PAGA Notice") is attached hereto as Exhibit #3.

6. A true and correct copy of Plaintiff William Mosing's Notice of Violations filed with the Labor and Workforce Development Agency ("PAGA Notice") is attached hereto as Exhibit #4.

7. A true and correct copy of the proof of filing with the LWDA of Motion for Approval of PAGA Settlement, is attached hereto as Exhibit #5. Included with the Motion is a copy of the Agreement.

8. A true and correct copy of the Lawyers for Justice, P.C.'s "Case Cost Detail" which outlines my firm's relevant litigation costs for the settled matters, are attached hereto as Exhibit #6.

9. A true and correct copy of the Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by Lawyers for Justice, PC, and the time incurred in performing those services, is attached hereto as Exhibit #7.

I. INTRODUCTION

10. An objective evaluation of the proposed settlement confirms that the relief negotiated on behalf of the Aggrieved Employees and the LWDA is fair, reasonable, and valuable. The Settlement is

1 a product of informed, adversarial, and non-collusive and mediated negotiations between experienced
2 counsel. As discussed below, the proposed Settlement satisfies all criteria for PAGA settlement
3 approval. Accordingly, Plaintiffs and PAGA Counsel respectfully request this Court grant approval of
4 the Agreement.

5 **II. PERTINENT FACTUAL AND PROCEDURAL BACKGROUND**

6 11. On February 20, 2023, the Parties participated in an all-day mediation presided over by
7 Jeff Krivis, who was an experienced and well-respected mediator of wage and hour representative
8 actions. In advance of the mediation, Defendant provided Plaintiffs with sufficient information to
9 properly evaluate Defendant’s potential liability exposure. Among the data and documents Defendant
10 produced included but was not limited to time and payroll data and relevant written policies.

11 12. The mediation resulted in a settlement and was memorialized in the form of a
12 Memorandum of Understanding (“MOU”). After reaching an agreement in the principle, the Parties
13 drafted and negotiated a long-form settlement which is the subject of the instant motion. The Settlement
14 was negotiated in light of all known facts and circumstances and the uncertainty associated with
15 litigation – including the risk of Plaintiffs not being able to maintain representative claims, the difficulty
16 of proving Plaintiffs’ claims in a manageable trial, the merits of Defendant’s potential defenses, and the
17 significant delay and potential appellate issues inherent to litigation – and was reached after extensive
18 arm’s length negotiations, with the assistance of Mediator Krivis.

19 13. The Settlement is intended to fully and finally resolve the Released PAGA Claims
20 asserted by Plaintiffs on behalf of themselves, the LWDA, and the State of California. Following the
21 Settlement funding by Defendant, in accordance with the Settlement Agreement, Plaintiffs will dismiss
22 the Class Action Complaints without prejudice. Agreement at § 8(d). This is only a Settlement of the
23 PAGA claims for civil penalties and is not a class settlement and does not release the individual claims,
24 if any, of the Aggrieved Employees. This Settlement does not release any claim that is not a PAGA
25 claim.¹ Nor does this Settlement waive Defendant’s right to assert *res judicata* or other available defense
26 to any asserted claim or lawsuit.

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¹ As explained by the Supreme Court in *ZB, N.A.*, 8 Cal. 5th 175 at 196: “Nonparty employees are bound by the judgment in an action under the PAGA, but only with respect to recovery of civil penalties.”

1 14. Pursuant to California Labor Code Section 2699(s), Plaintiffs are providing a copy of the
2 Settlement Agreement and this motion to the LWDA concurrently with the filing of the instant motion
3 for settlement approval as set forth in the accompanying proof of service. Additionally, Plaintiffs will
4 submit to the LWDA a copy of the Court's judgment and order approving the Settlement Agreement
5 within ten (10) days after entry of judgment or order.

6 **III. TERMS OF THE PAGA SETTLEMENT**

7 15. The PAGA settlement is subject to Court approval consistent with Labor Code §
8 2699(s)(2). The Settlement Agreement negotiated by the Parties provides for a Gross Settlement
9 Amount payment in the amount of Seven Hundred Ninety-Five Thousand Dollars and Zero Cents
10 (\$795,000.00) to resolve the PAGA claims. From the Gross Settlement Amount, there is a deduction
11 of a PAGA Counsel Award in the amount of Two Hundred Ninety-Eight Thousand, Two Hundred Fifty
12 Dollars and Zero Cents (\$298,250.00), comprised of 35% of the Gross Settlement Amount (estimated
13 to be approximately \$278,250.00) and reimbursement of incurred litigation expenses in an amount not
14 to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00). There is also a deduction of a
15 General Release Fee to Plaintiffs of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) per
16 Plaintiff; and a deduction for the Settlement Administration Costs which will not exceed Seven
17 Thousand Three Hundred Ninety-Five Dollars and Zero Cents (\$7,395.00). Agreement at § 3(a). After
18 these deductions, the amount remaining is the "PAGA Payment," which is estimated to be \$459,355.00.

19 16. Defendant estimates that there are approximately 1326 Aggrieved Employees who
20 worked approximately 24,756 pay periods during the PAGA Period based on company records.

21 **IV. THE COURT SHOULD APPROVE THE PAGA SETTLEMENT**

22 17. The Gross Settlement Amount of \$795,000.00 is fair and reasonable and, therefore,
23 should be approved. To assist the Court in its review and consideration of the settlement reached in the
24 above-captioned matter, a discussion of the potential and realistic value of the PAGA claim, is provided
25 below.

26 18. Plaintiffs alleges that Defendant has violated the California Labor Code and Industrial
27 Welfare Commission Wage Orders, and thereby has engaged in conduct giving rise to civil penalties
28 recoverable under PAGA, by, *inter alia*, failing to properly pay all wages due, failing to provide

1 compliant meal and rest periods and associated premiums, failing to timely pay wages during
2 employment, failing to timely pay wages upon termination of employment, failing to provide compliant
3 wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary
4 business expenses. Specifically, Plaintiff contends that Defendant required Plaintiff and aggrieved
5 employees to perform work duties off-the-clock after clocking-out of their scheduled shifts and during
6 meal periods, and to remain on premises during rest periods and perform work. Further, Plaintiff
7 contends that Defendant failed to correctly calculate the regular rate of pay for purposes of paying
8 overtime wages and meal and rest premiums, improperly deducted meal period time, and implemented
9 an improper rounding procedure. Based on Plaintiff's Counsel's investigation, the key issues for the
10 off-the-clock claims is that aggrieved employees spent hours after work finishing projects that needed
11 to be done within the three-day time period (weekly), and spent minutes on phone calls and text
12 messages (daily). Based on plaintiff's Counsel's investigation, the key issues for the meal and rest
13 break claims is that aggrieved employees were required to stay on premises for meal and rest breaks
14 and experienced missed, late, short, and interrupted meal and rest breaks due to having to perform job
15 responsibilities and tasks. Aggrieved employees were not given rest breaks and it was impractical to
16 leave the premises for meal breaks. As a result, Plaintiff contends that Defendant did not pay Plaintiff
17 and aggrieved employees all compensation due to them, that meal and rest periods were non-compliant,
18 and that Defendant failed to properly pay premiums for all non-compliant meal and rest periods.
19 Additionally, Plaintiff alleges that Defendant intentionally and willfully failed to pay Plaintiff and
20 aggrieved employees all wages due to them while they were employed by Defendant, within the time
21 period permissible under California law, thereby triggering waiting-time penalties under California
22 Labor Code section 203. Plaintiff contends that, based on the violations described herein, the wage
23 statements provided by Defendant and the payroll records kept by Defendant were inaccurate. Plaintiff
24 contends that Defendant failed to reimburse Plaintiff and the other aggrieved employees for necessary
25 business expenses for use of personal cell phones, mileage within a specified radius, and purchase and
26 maintenance of screws, cleaning devices, and hangers for work purposes.

27 19. Plaintiff's Counsel considered Defendant's arguments, e.g., that the employer's practices,
28 policies, and procedures complied with the law, employees signed meal waivers and/or were subject to

1 arbitration agreements, that Defendant correctly paid regular and overtime wages for all hours worked,
2 that no waiting-time penalties were due because waiting-time penalties only arise from “willful” failure
3 to pay wages due, that Plaintiff and aggrieved employees suffered no actual injury from the alleged
4 wage statement violations and that this alleged violation and the alleged recordkeeping violation are
5 entirely derivative of the other alleged California Labor Code violations, and that Defendant has a
6 practice and procedure for reimbursing employees for necessary business-related expenses and did not
7 require employees to undertake expenses that were not reimbursed. Plaintiff’s Counsel conducted a
8 preliminary meal analysis, and it was observed that about 36% of shifts analyzed were eligible for a
9 meal period but did not record a timely and complete meal. Plaintiff’s Counsel considered that it could
10 be determined that individual liability issues predominate (e.g., due to purported variation in shifts,
11 departments, locations, job duties, and other circumstances which could raise individualized questions
12 of fact) and could pose challenges to manageability and the merits of the PAGA claim.

13 20. Plaintiff’s Counsel considered information obtained through investigations and from
14 Plaintiff, Defendant, and other sources, and created violation and penalties valuations and models prior
15 to reaching the Settlement. Based thereon, Plaintiff’s Counsel calculated the potential value of the
16 PAGA claim. However, the potential value of the PAGA claim assumed an exposure based on Plaintiff
17 having proven all elements of the claim and entitlement to civil penalties, despite risks associated with
18 demonstrating manageability, and establishing liability and any underlying California Labor Code
19 violations, and significant additional costs that would have to be incurred in order to establish liability
20 and obtain civil penalties.

21 21. While Plaintiff’s Counsel disagreed with Defendant’s arguments and factual contentions,
22 Plaintiff recognized the circumstances and realities of the case, applicable case law and regulations, the
23 costs and expenses of further litigation, and risks to recovery, and applied appropriate discounts for
24 them. Plaintiff’s Counsel calculated the potential and realistic value of the PAGA claim as follows:

- 25 a. Failure to Pay Overtime Wages: The potential value of civil penalties was estimated
26 to be \$2,409,347.00 (1,326 initial violations x \$50 + 23,430 subsequent violations x
27 \$100). A discount of 80% was applied to account for the risks associated with
28 Defendant’s arbitration agreements and demonstrating manageability (bringing the

1 value of civil penalties closer to \$481,869.40), a discount of 60% was applied to
2 account for the risks associated with succeeding on the merits and establishing
3 liability (bringing the value of civil penalties closer to \$192,747.76), and a discount
4 of 60% was applied to account for the risks associated with the Court exercising its
5 discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing
6 the value of civil penalties closer to \$77,099.10).

7 b. Failure to Pay Minimum Wages: The potential value of civil penalties was estimated
8 to be \$5,990,216.00 (1,326 initial violations x \$100 + 23,430 subsequent violations x
9 \$250). A discount of 80% was applied to account for the risks associated with
10 Defendant's arbitration agreements and demonstrating manageability (bringing the
11 value of civil penalties closer to \$1,198,043.20), a discount of 75% was applied to
12 account for the risks associated with succeeding on the merits and establishing
13 liability (bringing the value of civil penalties closer to \$299,510.80), and a discount
14 of 70% was applied to account for the risks associated with the Court exercising its
15 discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing
16 the value of civil penalties closer to \$89,853.24).

17 c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential
18 value of civil penalties was estimated to be \$2,409,347.00 (1,326 initial violations x
19 \$50 + 23,430 subsequent violations x \$100). A discount of 80% was applied to
20 account for the risks associated with Defendant's arbitration agreements and
21 demonstrating manageability (bringing the value of civil penalties closer to
22 \$481,869.40), a discount of 75% was applied to account for the risks associated with
23 succeeding on the merits and establishing liability (bringing the value of civil
24 penalties closer to \$120,467.35), and a discount of 70% was applied to account for
25 the risks associated with the Court exercising its discretion to reduce and/or assess
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1 lower penalties and obtaining a recovery (bringing the value of civil penalties closer
2 to \$36,140.21).

3 d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential
4 value of civil penalties was estimated to be \$2,409,347.00 (1,326 initial violations x
5 \$50 + 23,430 subsequent violations x \$100). A discount of 80% was applied to
6 account for the risks associated Defendant's arbitration agreements and
7 demonstrating manageability (bringing the value of civil penalties closer to
8 \$481,869.40), a discount of 60% was applied to account for the risks associated with
9 succeeding on the merits and establishing liability (bringing the value of civil
10 penalties closer to \$192,747.76), and a discount of 60% was applied to account for
11 the risks associated with the Court exercising its discretion to reduce and/or assess
12 lower penalties and obtaining a recovery (bringing the value of civil penalties closer
13 to \$77,099.10).

14 e. Failure to Timely Pay Wages During Employment and Upon Termination: Plaintiffs
15 alleged that, as a result of the above-discussed alleged conduct, Defendants failed to
16 pay Plaintiffs and the Aggrieved Employees all wages due to them while they were
17 employed by Defendants, within the time period permissible under California
18 law. These wages included, but were not limited to, minimum, regular, and overtime
19 wages and meal and rest break premium wages. However, arguably, violations of
20 this provision of the California Labor Code overlap with and are already pursued as
21 part of the allegations for the failure to pay wages and provide meal and rest periods
22 and associated premiums (which are already discussed herein)—this aspect may
23 cause a court to exercise discretion to not assess separate penalties or to assess
24 significantly reduced penalties. (Cal. Lab. Code § 2699(e)(1)-(2).) Plaintiffs also
25 alleged that Defendants failed to pay Plaintiffs and the other Aggrieved Employees
26 all wages due to them upon termination, within the time period permissible under
27 California Labor Code sections 201 and 202. For example, Plaintiffs alleged that they
28 and other Aggrieved Employees are entitled to unpaid wages arising from, inter alia,

1 unpaid wages and the failure to properly compensate them for all hours worked, as
2 well as, meal and rest period premiums. The potential value of civil penalties for
3 failure to timely pay wages upon termination of employment was estimated to be
4 \$89,500.00 (895 violations x \$100 civil penalties). A discount of 80% was applied to
5 account for the risks associated with Defendant's arbitration agreements and
6 demonstrating manageability (bringing the value of civil penalties closer to
7 \$17,900.00), a discount of 60% was applied to account for the risks associated with
8 succeeding on the merits and establishing liability (bringing the value of civil
9 penalties closer to \$7,160.00), and a discount of 60% was applied to account for the
10 risks associated with the Court exercising its discretion to reduce and/or assess lower
11 penalties and obtaining a recovery (bringing the value of civil penalties closer to
12 \$2,864.00).

13 f. Failure to Provide Compliant Wage Statements: The potential value of civil penalties
14 was estimated to be \$5,990,216.00 (1,326 initial violations x \$100 + 23,430
15 subsequent violations x \$250). A discount of 80% was applied to account for the
16 risks associated with Defendant's arbitration agreements and demonstrating
17 manageability (bringing the value of civil penalties closer to \$1,198,043.20), a
18 discount of 75% was applied to account for the risks associated with succeeding on
19 the merits and establishing liability (bringing the value of civil penalties closer to
20 \$299,510.80), and a discount of 75% was applied to account for the risks associated
21 with the Court exercising its discretion to reduce and/or assess lower penalties and
22 obtaining a recovery (bringing the value of civil penalties closer to \$74,877.70).

23 g. Failure to Maintain Payroll Records: The potential value of civil penalties was
24 estimated to be \$663,000.00 (1,326 aggrieved employees x \$500). A discount of 80%
25 was applied to account for the risks associated with Defendant's arbitration
26 agreements and demonstrating manageability (bringing the value of civil penalties
27 closer to \$132,600.00), a discount of 75% was applied to account for the risks
28 associated with succeeding on the merits and establishing liability (bringing the value

of civil penalties closer to \$33,150.00), and a discount of 75% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to \$8,287.50).

h. Failure to Reimburse Necessary Business Expenses: The potential value of civil penalties was estimated to be \$4,818,693.00 (1326 initial violations x \$100 + 23,430 subsequent violations x \$200). A discount of 60% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to \$963,738.60), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to \$385,495.44), and a discount of 65% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to \$134,923.40).

22. Alternate Valuations (Per Capita Basis): The manner in which civil penalties could be assessed involved some uncertainty, for example, the Court could exercise its discretion to assess penalties on a per-pay-period basis or, assess penalties on a per-person (i.e. per capita) basis, or some other methodology that still factors in the statutorily-denominated dollar amounts of civil penalties at the outset. If civil penalties were assessed on a per capita basis, for example, in the amount of \$1,950 (statutory penalties per person) for each of the 1,326 allegedly aggrieved employees, this would yield potential civil penalties in the amount of \$2,585,700.00, and discounting that amount of civil penalties by 80% for risks associated with Defendant's arbitration agreements, succeeding on the merits and establishing liability, establishing the extent of damages, and the possibility of the Court exercising its discretion to reduce and/or assess lower penalties, and obtaining a recovery, brings the risk-adjusted value of civil penalties closer to \$517,140.00.

23. Alternate Valuations (Unstacked Basis): Another more conservative method of evaluating PAGA claims is to calculate PAGA exposure on an unstacked basis. *Merante v. American Institute for Foreign Study, Inc.* (N.D. Cal. 2022) 2022 WL 2918896, *6. Under this method, the default

1 PAGA civil penalty of \$100 per pay period is applied to each pay period (i.e., 24,756 pay periods x
2 \$100 civil penalties), resulting in unstacked civil penalties exposure of \$2,475,646.00, and discounting
3 that amount of civil penalties by 80% (for the same reasons noted above), brings the risk-adjusted value
4 of civil penalties closer to \$495,129.

5 24. The foregoing discussion confirms that the amount of the Settlement is adequate in light
6 of the legal basis, facts, evidence, and circumstances in connection with Plaintiffs' allegations and the
7 PAGA claim. The conclusion to be drawn from the foregoing analysis is that neither liability nor the
8 ability to adjudicate and/or recover civil penalties on a representative basis is clear-cut, which is why
9 the Parties elected to settle this matter. Plaintiffs' Counsel considered the defenses asserted, information
10 and evidence obtained, and circumstances in this case, which posed risks to representative adjudication
11 and monetary recovery. Plaintiffs' Counsel also considered the fact that, by law, the Court has the
12 discretion to reduce and/or assess lower penalties, that it was not clear that heightened penalties would
13 apply, and that stacking and/or cumulative penalties may not be allowed.

14 25. Defendant also argued that it can only be assessed civil penalties for actual violations of
15 the Labor Code. *See* Lab. Code § 2699(f)(2). In other words, to recover any civil penalties, Plaintiffs
16 would be required to prove the underlying Labor Code violations. (*Cardenas v. McLane Foodservice,*
17 *Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ["Given the statutory language [of PAGA], a
18 plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation
19 of the Labor Code by the defendant."].) To do this, Plaintiffs would need to prove each Aggrieved
20 Employee was subject to the alleged Labor Code violation, which would be difficult to do for the
21 reasons outlined above.

22 26. Moreover, Plaintiffs acknowledge that Courts have complete discretion to "award a lesser
23 amount than the maximum civil penalty amount specified [by PAGA] if, based on the facts and
24 circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary
25 and oppressive, or confiscatory." (Cal. Lab. Code § 2699(e)(2)). In fact, Courts routinely exercise their
26 authority to reduce PAGA penalties by 85% to 95%. *See e.g. Carrington v. Starbucks Corp.*, 30 Cal.
27 App. 5th 504, 529 (2018) (reducing PAGA penalties to \$5 per pay period; "Although the trial court may
28 have disagreed with Starbucks regarding the issue of liability, it clearly took the circumstances proffered

1 by Starbucks into consideration when it imposed the penalty ... only \$5 per initial
2 violation”); *Kaanaana v. Barrett Bus. Servs., Inc.*, 29 Cal App 5th 778, 788 (2018), review granted on
3 other grounds (noting that the trial court “exercised its discretion to reduce the [PAGA] penalties to 13
4 percent of the full amount [requested, because] [o]n average, plaintiffs were deprived of 13 percent of
5 the 30-minute meal period”); *Fleming v. Covidien, Inc.*, 2011 WL 7563047, *4 (C.D. Cal. 2011)
6 (exercising discretion to reduce the maximum amount of PAGA civil penalties for plaintiffs’ section
7 226 claims from \$2,800,000 to \$500,000 because the employees suffered no injuries as a result of the
8 erroneous wage statements and made no complaints about the errors or omissions in the wage
9 statements, thus reducing the maximum penalty by 82%); *see also, Gola v. University of San Francisco*,
10 *90 Cal. App. 5th 548 (2023), as modified (May 9, 2023), reh’g denied (May 15, 2023), review denied*
11 *(July 12, 2023), and disapproved of by Naranjo v. Spectrum Sec. Servs., Inc., 15 Cal. 5th 1056, 547*
12 *P.3d 980 (2024)* (concluding after a full-blown bench trial that a penalty of 15% of the maximum PAGA
13 penalties was the appropriate penalty). The gross amount obtained by PAGA Counsel is reasonable in
14 light of Defendant’s arguments.

15 27. Given Defendant’s defenses to the claimed Labor Code violations at issue and the risks
16 and costs of continued litigation, Plaintiffs and PAGA Counsel believe that the Gross Settlement
17 Amount is fair and reasonable. This settlement was negotiated by experienced counsel at arm’s length.

18 28. The LWDA has been provided with notice of this motion and the PAGA settlement, and
19 the decision of LWDA to accept the PAGA settlement and not oppose the motion should be given
20 considerable weight. Moreover, the LWDA is a sophisticated government entity that can assert and
21 protect its own rights.

22 29. Although PAGA requires that a court approve the proposed PAGA settlement, Labor
23 Code § 2699(s) does not require that a court approve any other elements of the proposed settlement.
24 Because there are no class allegations for which Plaintiffs seek approval, the approval provisions
25 applicable to class settlements under Cal. Code Civil Proc. § 382 do not apply. Accordingly, the Court
26 only needs to approve the settlement of the civil penalties sought in the PAGA claim. Nevertheless, as
27 explained herein, the settlement terms for attorneys’ fees and costs are reasonable.

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1 **V. THE PAGA COUNSEL AWARD IS FAIR AND REASONABLE**

2 30. PAGA Counsel seeks approval of the PAGA Counsel Award, comprised of attorneys'
3 fees in the amount of \$278,250.00 (35% of the Gross Settlement Amount) and reimbursement of
4 litigation costs not to exceed \$20,000.² PAGA does not have any requirements for reviewing attorneys'
5 fees, and Plaintiffs' position is that the payment of attorneys' fees and costs in this Settlement is a matter
6 of contract for a contingent representation. Nevertheless, should this Court review the requested
7 attorneys' fees, the requested fees and costs are reasonable for experience wage and hour counsel.

8 31. The requested PAGA Counsel Award of \$298,250, comprised of \$278,250 for attorneys'
9 fees and reimbursement of litigation expenses of up to \$20,000 is fair, reasonable, and justified by the
10 result achieved. PAGA Counsel negotiated a recovery of Seven Hundred Ninety-Five Thousand
11 Dollars and Zero Cents (\$795,000.00), and this result justifies the requested fees equal to 35% of this
12 recovery. This percentage is within the standard contingent recovery percentage. At the time this case
13 was brought, the result was far from certain. Defendant's defenses to the merits of the case created
14 difficulties with proof and complex legal issues for PAGA Counsel to overcome. Here, several defenses
15 asserted by Defendant present serious threats to the claims of Plaintiffs and the Aggrieved Employees.
16 If successful, Defendant's factual and legal defenses would eliminate any recovery to the Aggrieved
17 Employees. While Plaintiffs believe that these defenses could be overcome, Defendant maintains that
18 these defenses have merit and therefore present a serious risk to recovery. The Settlement was possible
19 because, in PAGA Counsels' eyes, PAGA Counsel was able to persuade Defendant that there was an
20 appreciable risk that Plaintiffs would prevail on the factual and legal issues underlying liability and
21 overcome difficulties in proof as to monetary relief.

22 32. Plaintiff is represented by competent and experienced counsel to pursue his claims. For
23 over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer
24 and employment class actions, involving wage-and-hour claims, race discrimination, unfair business
25 practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is attorney of record in dozens of
26 employment-related putative class actions in both state and federal courts in the State of California.
27 Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour
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² As detailed *infra*, at the time of filing this motion, Plaintiffs' Counsel incurred costs of \$18,283.86 litigating this matter.

1 class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully
2 litigated cases involving nearly every aspect of California wage and hour law, including payment of
3 overtime and minimum wages, provision of meal and rest breaks and/or premiums wages for same,
4 timely payment of wages, provision of compliant wage statements, reimbursement of business
5 expenses, executive, administrative, and other overtime exemptions to the State of California and
6 federal overtime compensation requirements, PAGA claims, and sister statutes under federal law.
7 Lawyers *for* Justice, PC has recovered (sometimes in association with other law firms) millions of
8 dollars on behalf of thousands of individuals in California.

9 33. Edwin Aiwarzian is a Managing Member and Shareholder of Lawyers *for* Justice, PC. He
10 received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris
11 Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal
12 training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part
13 of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro
14 bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation
15 Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal
16 Writing at Harvard University. From approximately September 2002 to approximately December
17 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States
18 Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002,
19 he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for
20 the Second Appellate District. In December of 2004, he obtained a license to practice law from the
21 California State Bar. Since in or around October of 2008, through his work at Lawyers for Justice, PC,
22 he has almost exclusively focused on the prosecution of consumer and employment class actions.
23 While employed by Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or
24 defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition
25 or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys
26 at the firm, and in some cases in conjunction with co-counsel, he has successfully litigated cases
27 involving the executive, administrative, and other overtime exemptions to the State of California and
28 federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC has

1 successfully obtained class certification by contested motion practice in approximately fifteen (15)
2 cases in the last decade and litigated over 1,000 class action or representative action cases.

3 34. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He received his
4 Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude.
5 He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately
6 May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson,
7 Jr. of the California Court of Appeal for the Second Appellate District. From approximately August
8 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane
9 Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law
10 in California in 2010. He is admitted to practice before all courts of the State of California and all
11 United States District Courts in the State of California. He has worked on many wage-and-hour class
12 action and representative action cases, taking the lead in taking and defending depositions, arguing
13 motions, and attending mediations. He has played an integral role in preparing matters for class
14 certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table*
15 (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los
16 Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda
17 County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or
18 representative cases have resulted in settlements that have been granted court approval. He has handled
19 over one hundred and fifty (150) mediations and worked on over two hundred and fifty (250) class
20 action or representative action cases which have resulted in settlement.

21 35. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree in
22 Economics from the University of California, San Diego in 2007, and a Juris Doctor degree from
23 Loyola Law School in 2011, graduating with Cum Laude and Order of the Coif honors. I am admitted
24 to practice before all courts in the State of California and all U.S. District Courts in California. I
25 externed for the Honorable Victoria S. Kaufman of the United States Bankruptcy Court, Central
26 District of California, from June 2009 to August 2009. I externed for the Honorable Gary A. Feess of
27 the United States District Court, Central District of California, from January 2010 to May 2010. From
28 2011 through and including the present, my practice consisted almost exclusively of complex wage

1 and hour class action and PAGA action matters in California. From October 2011 to June 2013, I was
2 an Associate at Littler Mendelson's Century City, California office, working for one of the largest
3 employer-side labor and employment law firms in the United States. From July 2013 to March 2014,
4 I was an Associate at Sheppard, Mullin, Richter & Hampton's Century City, California office. From
5 March 2014 to July 2023, I worked as an Associate and then as Counsel at Baker Hostetler LLP's Los
6 Angeles office. From August 2023 to the present, I have been a Member of Lawyers *for* Justice, PC. I
7 have taken and defended dozens of depositions and has successfully handled motion practice in class
8 action and PAGA cases regarding discovery (including and not limited to motions regarding class
9 contact information), class certification (both contested class certification and stipulated class
10 certification), dispositive motions, arbitration agreements, coordination, and intervention. I have
11 successfully handled a complex wage and hour class action and PAGA case through a trial verdict in
12 the matter of *Estrada v. Royalty Carpet Mills*, Orange County Superior Court, Case No. 30-2013-
13 00692890. I also successfully handled briefing on appeal regarding employer efforts to compel
14 arbitration. *TitleMax of Cal. v. Pena*, California Court of Appeals for the Fifth District, Case No.
15 F084706 (Cal. Ct. App. March 28, 2023) (unpublished decision). Further, I have extensive experience
16 with settlements of class actions and PAGA actions and have handled and supervised this process in
17 over one hundred (100) cases.

18 36. Lawyers for Justice, PC have spent a total of 367.40 hours performing tasks and obtaining
19 recovery in the Action. Attached hereto as Exhibit 7 is an Attorney Task and Time Chart that sets
20 forth in detail the nature of the legal services provided by Lawyers *for* Justice, PC, and the time incurred
21 in performing those services. The hours attributable to Lawyers *for* Justice, PC include work done by
22 several other attorneys at the firm and myself. Additionally, separate from the hours of work referenced
23 herein and in the attached chart, Lawyers *for* Justice, PC had litigation support personnel actively
24 engaged in assisting with the prosecution of this matter.

25 37. The work performed in this particular matter, the background of our firm, as well as the
26 individual backgrounds, training, and experience of the attorneys who worked on this Action, in
27 litigating complex wage-and-hour cases, and in particular, employment class actions and
28 representative actions, support a reasonable blended hourly rate of compensation at the rate of at least

1 \$850 per hour for work performed by Lawyers *for* Justice, PC. The \$850 blended rate multiplied by
2 the 367.40 hours noted above places a base lodestar value of at least \$312,290.00 for our firm's
3 services. Lawyers *for* Justice, PC has been awarded attorneys' fees, compensating the firm at the rate
4 of at least \$850 per hour for legal services performed, by courts granting approval of settlements in
5 other wage-and-hour class action and/or representative action cases: final approval of the class and
6 representative action settlement in *David Dugan v. TEC Equipment Inc., et al.* (Los Angeles Superior
7 Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved
8 compensation at the rate of \$936.47 per hour; final approval of the class and representative action
9 settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No.
10 BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved compensation at
11 the rate of \$919.57 per hour; final approval of the class and representative action settlement in *Seth*
12 *Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on
13 February 6, 2019, and the award of attorneys' fees involved compensation at the rate of \$855.96 per
14 hour.

15 38. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC ("ZLG"),
16 billed \$14,495.00 for 22.30 hours successfully litigating this action. A true and accurate copy of the
17 ZLG time and billing entries is attached to the Declaration of Shani O. Zakay, Esq. is filed concurrently
18 herewith.

19 39. Further, the attorneys and staff at co-counsel the JCL Law Firm, APC billed \$10,715.00
20 for 20.90 hours successfully litigating this action. The declaration of Jean Claude Lapuyade. is filed
21 concurrently herewith.

22 40. Collectively, PAGA Counsel spent a total of 410.60 hours successfully litigating this
23 matter for a total combined lodestar of \$337,500.00. Thus, the Attorneys' Fee request is equal to Class
24 Counsel's lodestar with a negative multiplier of 0.82.

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41. PAGA Counsel's lodestar is summarized by firm below:

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC.	20.90	\$10,715.00
ZLG	22.30	\$14,495.00
Lawyers for Justice, P.C.	367.40	\$312,290.00
Total	410.60	\$337,500.00

42. Prior to incurring costs for the filing of this motion, PAGA Counsel collectively expended \$18,283.86 prosecuting this action (Lawyers for Justice, P.C. - \$18,198.51; JCL Law Firm, APC - \$55.24; Zakay Law Group, APLC - \$30.11).

43. PAGA Counsel's out-of-pocket expenses are the types of expenses normally charged to paying clients including the following: filing fees; copying; postage; factual and legal research charges; mediation fees; and expert costs which were all incurred during, and were necessary for the successful prosecution of, the litigation and, therefore, should be reimbursed.

VI. PLAINTIFFS' GENERAL RELEASE FEE IS FAIR AND REASONABLE

44. The Settlement provides for a General Release Fee of \$10,000 for each of the three Plaintiffs. This payment is fair and reasonable compensation for the Plaintiffs' efforts bringing the action, assisting PAGA Counsel with the litigation and settlement, regularly conferring with PAGA Counsel on the status of their case and the strategies for prosecuting the claims, and for agreeing to provide Defendant a broad general release of all claims arising out of their employment. Plaintiffs willingly came forward to protect and advance the rights of the Aggrieved Employees on important legal disputes affecting California employees. By way of example, Plaintiffs assumed the serious risk of liability for Defendant's costs and potentially fees if the case was unsuccessful. Nevertheless, Plaintiffs knowingly and voluntarily undertook the risk to vindicate the rights of the Aggrieved Employees.

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2 45. Plaintiffs' efforts in bringing the lawsuit conferred a monetary benefit to over 1,300 other
3 Aggrieved Employees. Accordingly, Plaintiffs and PAGA Counsel respectfully request the Court
4 approve the General Release Fee of \$10,000 per Plaintiff in accordance with the Settlement Agreement.

5 I declare under penalty of perjury under the laws of the State of California that the foregoing is
6 true and correct. Executed on May 12, 2025, at Glendale, California.

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8 **LAWYERS FOR JUSTICE, PC**

9 By: 

10 Vartan Madoyan
11 Attorney for Plaintiffs
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EXHIBIT 1

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement" or "Settlement") is entered into by and between Salvador Lozano, William Mosing, and Dominique Cadilli ("Plaintiffs"), on behalf of themselves and as representatives of the State of California with respect to the Aggrieved Employees (as defined in Section 3(a)(5) below), and Reborn Cabinets, Inc. ("Defendant"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiffs, Defendant, or both, as may be appropriate.

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

(a) Plaintiffs are former employees of Defendant. Plaintiff Salvador Lozano was employed by Defendant from approximately July 2020 to approximately February 2021; Plaintiff William Mosing was employed from approximately November 2018 to November 2020, and Plaintiff Dominique Cadilli was employed from approximately July 2020 to October 2020.

(b) On July 21, 2021 and September 8, 2021, respectively, Lawyers *for* Justice, PC ("Plaintiffs' Counsel"), submitted a letter on behalf of Plaintiff Salvador Loranzo, and Plaintiffs William Mosing and Dominique Cadilli, to the California Labor and Workforce Development Agency ("LWDA") and Defendant, to notify the LWDA and Defendant, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA") of Plaintiffs' intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code. The "PAGA Notices" are:

(c) Plaintiff Salvador Loranzo alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Order, including *inter alia*, Wage Orders 1-2001, 4-2001, 7-2001, 16-2001 thereby initiating LWDA Case Number LWDA-CM-838810-21 ("Lozano's PAGA Notice").

(ii) Plaintiff William Mosing alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 7-2001 thereby initiating LWDA Case Number LWDA-CM-843906-21 ("Mosing's PAGA Notice").

(iii) Plaintiff Dominique Cadilli alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001 and 7-2001 thereby initiating LWDA Case Number LWDA-CM-843904-21 ("Cadilli's PAGA Notice"). Lozano's, Mosing's, and Cadilli's PAGA Notices will be referred to as the ("PAGA Notices").

(c) On September 24, 2021, Plaintiff Salvador Lozano filed his Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* ("Lozano's PAGA Complaint"), commencing a representative action under PAGA against Defendant, entitled *Salvador Lozano v. Reborn Cabinets, Inc.*, Orange Superior Court Case No. 30-

2021-01223149-CU-OE-CXC. Plaintiff Salvador Lazano's PAGA Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission.

(d) On March 25, 2021, Plaintiff Salvador Lozano, filed a Class Action Complaint for damages, alleging ten (10) putative class causes of action. The case is entitled *Salvador Lozano v. Reborn Cabinets, Inc.*, Orange County Superior Court Case No. 30-2021-01191829-CU-OE-CXC ("Lozano's Class Action Complaint").

(e) On November 12, 2021, Plaintiffs William Mosing and Dominique Cadilli filed their Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* ("Mosing's and Cadilli's PAGA Complaint"), commencing a representative action under PAGA against Defendant, entitled *William Mosing, Dominique Cadilli v. Reborn Cabinets, Inc.*, Orange Superior Court Case No. 30-2021-01231360-CU-OE-CXC. Plaintiffs William Mosing and Dominique Cadilli's PAGA Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission. Lozano's, Mosing's, and Cadilli's PAGA Complaints are collectively referred to as the "PAGA Complaints."

(f) On November 4, 2021, Plaintiff William Mosing, filed a Class Action Complaint for Damages, alleging ten (10) putative class causes of action. The case is entitled *William Mosing v. Reborn Cabinets, Inc.*, Alameda County Superior Court Case No. 21CV001749 ("Mosing's Class Action Complaint"). Lozano's and Mosing's Class Action Complaints are collectively referred to as the "Class Action Complaints."

(g) On April 22, 2022, the actions referenced above in Sections 1(c)–1(f), were coordinated into one Action entitled *Reborn Cabinets Wage & Hour Cases*, Orange County Superior Court, JCCP Case No. 5224.

(d) On February 20, 2023, the Parties mediated the Actions with Jeff Krivis and, with the aid of the mediator's evaluation, the Parties ultimately reached the Settlement described herein to resolve the Actions in its entirety;

(e) There has been no determination on the merits of the Actions or the PAGA Notices but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Actions and PAGA Released Claims (as defined in Section 8(a) below).

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

3. **Consideration.**

(a) In consideration for Plaintiffs signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of seven hundred ninety-five thousand dollars and zero cents (**\$795,000.00**) (the "Gross Settlement Amount"), subject to potential escalation as provided below. The Gross Settlement is non-reversionary, and non-claims made. To resolve the Actions and PAGA Released Claims (as defined herein), the Gross Settlement Amount will be paid as follows:

(1) Attorneys' fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be two hundred seventy-eight thousand and two hundred and fifty dollars and zero cents (**\$278,250.00**) if the Gross Settlement Amount remains seven hundred ninety-five thousand dollars and zero cents (\$795,000), and reimbursement of litigation costs and expenses in the amount of up to Twenty Thousand Dollars and Zero Cents (\$20,000.00) (collectively, "Attorneys' Fees and Costs"). The attorney fee amount is subject to change in accordance with the Escalator Clause (as defined in Section 3(b)). Defendant agrees not to contest the Attorneys' Fees and Costs. The Attorneys' Fees and Costs to Plaintiffs' Counsel will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Form 1099 to Plaintiffs' Counsel as required.

(2) A general release fee of up to the amount of ten thousand dollars and zero cents (\$10,000.000) ("General Release Fee") to each Plaintiff, totaling thirty thousand dollars and zero cents (**\$30,000.00**) which Defendant will not contest. The General Release Payments to Plaintiffs will be treated and reported for tax purposes as non-wage payments and the PAGA Administrator will be responsible for issuing IRS Form 1099 to Plaintiffs as required.

(3) Costs and expenses of administration of the Settlement up to the amount of Seven Thousand Three Hundred Ninety-Five Dollars and Zero Cents (\$7,395.00) ("Settlement Administration Costs") to Apex Class Action LLC (the "PAGA Settlement Administrator"). The Settlement Administration Costs to the PAGA Settlement Administrator will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Form 1099 to itself as required.

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

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the PAGA Period (the "Aggrieved Employees"). The period from July 21, 2020 and April 20, 2023 is the "PAGA Period". The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion." The LWDA Payment and Employees' Portion (i.e., the entire Net PAGA Settlement Amount) will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Form 1099 to the LWDA and Aggrieved Employees for their respective portions as required.

(b) Escalator Clause: Defendant represented that the Aggrieved Employees worked a total of approximately 24,047 Compensable Pay Periods. If the actual number of Compensable Pay Periods during the PAGA Period is more than ten percent (10%) above 24,047, the Gross Settlement Amount will be increased proportionally by the pay periods worked in excess of 26,452 Compensable Pay Periods multiplied by the pay period value.

(c) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, General Release Fee, and the Net Settlement Amount to be

paid to the LWDA and Aggrieved Employees as described in Section 3(a)(5) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required.** Plaintiffs understand and agree that the State of California and Aggrieved Employees, including Plaintiffs, would not receive the consideration specified in Section 3(a) above, except for Plaintiffs' execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Disbursal of Settlement Funds.**

(a) Subject to Section 4 above, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement.

(b) Upon complete distribution of the Gross Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Gross Settlement Amount.

6. **Approval and Implementation of the PAGA Settlement.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Actions pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiffs' Counsel. Plaintiffs' Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Katherine C. Den Bleyker and Annie Osborn of O'Hagan Meyer ("Defendant's Counsel") for review; Defendant's Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the

Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

7. Payment of Gross Settlement Amount / Notice to Recipients.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within thirty (30) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked between July 21, 2020 and April 20, 2023 ("Compensable Pay Periods"). Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "**Exhibit A**", in the following manner:

(1) No later than thirty (30) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) Compensable Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List, and update addresses for Aggrieved Employees to the extent updated addresses are located through the NCOA search.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees in English and Spanish by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement

Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for a hundred and eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s). Funds associated with canceled checks shall be distributed in accordance with the requirements of section 384 of the California Code of Civil Procedure, or otherwise agreed and approved by the Court.

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiffs' Counsel, unless instructed otherwise by Plaintiffs' Counsel. At the request of Plaintiffs' Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiffs' Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiffs.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

8. Release of Claims by Plaintiffs, Aggrieved Employees, and the State of California.

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Gross Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiffs will be deemed to have knowingly and voluntarily released and forever discharged Defendant, including Defendant's parent companies, subsidiaries, related companies, affiliates, dbas, current and former management companies, shareholders, members, agents (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees), predecessors, successors, and assigns (collectively, the "Released Parties"), to the full extent permitted by law, from any and all claims they have or may have against them at this time and will waive any and all rights they have or may have under California Civil Code § 1542, and the State of California with respect to Aggrieved Employees will be deemed to have released any and all claims for civil penalties under California Labor Code section 2698, *et seq.* that were alleged in Plaintiffs' above-referenced LWDA Notices and in their Operative Complaints, or which could have been alleged in said LWDA Notices

and Operative Complaints based on the factual allegations therein, arising during the PAGA Period (collectively, the "PAGA Released Claims").

(b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Gross Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiffs, individually and on behalf of their heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiffs have or may have as of the date the Court has entered an order approving the Settlement Agreement.

(c) With respect to those claims released by Plaintiffs in an individual capacity, Plaintiffs acknowledge and waive any and all rights and benefits available under California Civil Code Section 1542, which provides:

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

Plaintiffs understand and agree that claims or facts in addition to or different from those which are now known or believed by them to exist may hereafter be discovered. It is Plaintiffs' intention to, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Gross Settlement Amount, settle fully and release all claims they now have against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiffs shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or any claims that may not be released by law.

(d) Following the Settlement funding by Defendant, in accordance with the Settlement Agreement, Plaintiffs will dismiss the Class Action Complaints without prejudice.

9. Limitation of Publicity.

(a) Plaintiffs and Plaintiffs' Counsel agree not to disclose or publicize the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except to Aggrieved Employees. For avoidance of doubt, this section means Plaintiffs and Plaintiffs' Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in any manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement. Plaintiffs' Counsel will take all steps necessary to ensure Plaintiffs are aware of, and will encourage Plaintiffs to adhere to, the restriction against any publicity regarding the Settlement and against any media comment on the Settlement and its terms as described in this paragraph. Plaintiffs' Counsel further agrees not to

use the Settlement or any of its terms for marketing or promotion purposes. Nothing herein will restrict Plaintiffs' Counsel from including publicly available information regarding the Actions and/or the Settlement in future judicial submissions regarding Plaintiffs' Counsel's qualifications and experience. Furthermore, Plaintiffs and Plaintiffs' Counsel will undertake any and all disclosures and submissions required to be made to the LWDA in conformity with PAGA.

(b) Nothing in this Agreement is intended to prevent or restrict Plaintiffs, or the Aggrieved Employees' discussion or disclosure of factual information regarding sexual assault, sexual harassment, harassment, discrimination, unlawful acts in the workplace (e.g., harassment or discrimination or any other conduct for which there is reason to believe said conduct is unlawful), failure to prevent an act of workplace harassment or discrimination, and/or an act of retaliation against a person for reporting or opposing harassment or discrimination.

10. Governing Law and Interpretation.

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

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

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

12. Miscellaneous.

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

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

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

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Jeff Krivis. In the event of

vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

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

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFFS AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

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

Date: 10/28/2024, 2024


Salvador Lozano (Oct 28, 2024 09:16 PDT)
Salvador Lozano
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

Date: 10/28/2024, 2024


William Mosing (Oct 28, 2024 08:29 PDT)
William Mosing
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

Date: 11/11/2024, 2024


Dominique Cadilli (Nov 12, 2024 09:40 PST)
Dominique Cadilli
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

Reborn Cabinets, Inc.

Date: _____, 2024

Name:
Title:

vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

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

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFFS AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

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

Date: _____, 2024

Salvador Lozano
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

Date: _____, 2024

William Mosing
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

Date: _____, 2024

Domingue Cadilli
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

Reborn Cabinets, Inc.

Date: November 19, 2024



Name: Vince Nardo
Title: President

Approved as to form and content.

LAWYERS *FOR* JUSTICE, PC

Date: _____, 2024

Edwin Aiwazian
Vartan Madoyan
Attorney for Plaintiffs

JCL LAW FIRM, APC

Date: _____, 2024

Jean Claude Lapuyade
Attorney for Plaintiffs

ZAKAY LAW GROUP, APLC

Date: _____, 2024

Shani O. Zakay
Attorney for Plaintiffs

O'HAGAN MEYER LLP

Date: November 19, 2024



Katherine C. Den Bleyker
Attorney for Defendant

Approved as to form and content.

LAWYERS FOR JUSTICE, PC

Date: November 12, 2024



Edwin Aiwazian
Vartan Madoyan
Attorney for Plaintiffs

JCL LAW FIRM, APC

Date: October 28, 2024



Jean Claude Lapuyade
Attorney for Plaintiffs

ZAKAY LAW GROUP, APLC

Date: October 28, 2024



Shani O. Zakay
Attorney for Plaintiffs

O'HAGAN MEYER LLP

Date: _____, 2024

Katherine C. Den Bleyker
Attorney for Defendant

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Reborn Cabinets Wage & Hour Cases*, Orange Superior Court Case No. JCCP 5224

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Reborn Cabinets Wage & Hour Cases*, Orange Superior Court Case No. JCCP 5224 (“Action”).

Multiple lawsuits were filed, including but not limited to: on September 24, 2021 by Plaintiff Salvador Lozano (“Lozano’s PAGA Complaint”), on November 12, 2021, by Plaintiffs William Mosing and Dominique Cadilli (“Mosing’s and Cadilli’s PAGA Complaint”), against their former employer, on behalf of the State of California, with respect to themselves and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on July 21, 2021 and September 8, 2021, Plaintiffs submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of their intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, 7-2001, and 16-2001, thereby initiating LWDA Case Numbers LWDA-CM-838810-21, LWDA-CM-843906-21, LWDA-CM-843904-21 (the “PAGA Notices”).

Defendant denies all of Plaintiffs’ allegations and denies any wrongdoing of any kind associated with Plaintiffs’ allegations.

A settlement was reached between Plaintiffs and Defendant Reborn Cabinet, Inc. (“Defendant”).

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the period July 21, 2020 and April 20, 2023 (“Aggrieved Employees”). The period July 21, 2020 to April 20, 2023 is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all PAGA Released Claims.

“Released Parties” means Defendant, including Defendant’s parent companies, subsidiaries, related companies, affiliates, dbas, current and former management companies, shareholders, members, agents (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees), predecessors, successors, and assigns thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

“PAGA Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, 7-2001, and 16-2001.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check

will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact Apex Class Action Administration at 1-800-355-0700.

EXHIBIT 2

LAWYERS FOR JUSTICE

July 21, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: REBORN CABINETS, INC.

Dear Representative:

We have been retained to represent Salvador Lozano against Reborn Cabinets, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents and executive employees) (collectively referred to as "Reborn Cabinets") for violations of California wage-and-hour laws. Ms. Employee seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Employee seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Company employed Ms. Employee as an hourly-paid, non-exempt employee from approximately July 2020 to approximately February 2021, in the State of California.

The "aggrieved employees" that Ms. Employee may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Company has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, 7-2001, 16-2001 and any other applicable IWC Wage Orders.

Company required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to remaining on duty to perform the daily job duties of the position, driving for business-related purposes, responding to work related inquiries from supervisors, cleaning, performing time sensitive tasks and completing time sensitive paperwork.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Employee and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Employee and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Company required Ms. Employee and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Company failed to pay Ms. Employee and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Company failed to pay Ms. Employee and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Company did not provide Ms. Employee and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Company were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Employee and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Employee and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Employee and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Employee and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Employee and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Company failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Employee and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Company did not provide Ms. Employee and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, 7-2001, 16-2001, and any other applicable IWC Wage Orders require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Company failed to pay Ms. Employee and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Employee and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Company failed to pay Ms. Employee and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Employee

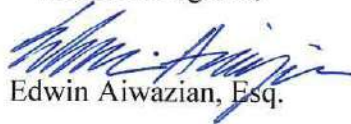
and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Employee and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Company. These costs include, but are not limited to, the use of personal phones for business-related tasks, the maintenance and purchase of clothes and shoes to comply with the dress/uniform code policy, the use and purchase of tools and supplies, and the use and purchase of personal protective equipment and other necessary supplies for work.

Therefore, on behalf of all aggrieved employees, Ms. Employee seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Edwin Aiwanian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Reborn Cabinets, Inc.
c/o Agent for Service of Process
Anthony Nardolillo
5515 E. La Palma Avenue, Suite 250
Anaheim, CA 92807

EXHIBIT 3

LAWYERS FOR JUSTICE^{PC}

September 8, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: REBORN CABINETS, INC.

Dear Representative:

We have been retained to represent Dominique Cadilli against Reborn Cabinets, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Reborn Cabinets") for violations of California wage-and-hour laws. Ms. Cadilli seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Cadilli seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Reborn Cabinets employed Ms. Cadilli as an hourly-paid, non-exempt employee from approximately July 2020 to approximately October 2020, in the State of California.

The "aggrieved employees" that Ms. Cadilli may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Reborn Cabinets has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 7-2001.

Reborn Cabinets required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, buying equipment before driving to a job-site, responding to work-related inquiries, and assisting customers.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours

in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Cadilli and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Cadilli and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Reborn Cabinets required Ms. Cadilli and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Reborn Cabinets also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Reborn Cabinets failed to pay Ms. Cadilli and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Reborn Cabinets failed to pay Ms. Cadilli and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Reborn Cabinets did not provide Ms. Cadilli and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Reborn Cabinets were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Cadilli and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Cadilli and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Cadilli and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Cadilli and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Cadilli and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Reborn Cabinets failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Cadilli and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Reborn Cabinets did not provide Ms. Cadilli and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001 and 7-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Reborn Cabinets failed to pay Ms. Cadilli and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Cadilli and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Reborn Cabinets failed to pay Ms. Cadilli and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Cadilli and the other aggrieved employees were required to report

for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Cadilli and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Reborn Cabinets. These costs include, but are not limited to, the use of personal phones for work-related purposes, the use of personal vehicles for work-related purposes, the purchase and maintenance of clothing in compliance with the dress code, the purchase and maintenance of shoes in compliance with the dress code, and the purchasing of supplies and equipment, including a computer chair, mouse, keyboard, work-tools, and a work-vehicle.

Therefore, on behalf of all aggrieved employees, Ms. Cadilli seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,


Edwin Aiwanian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Reborn Cabinets, Inc.
c/o Anthony Nardolillo
Agent for Service of Process
5515 E. La Palma Avenue, Suite 250
Anaheim, CA 92807

EXHIBIT 4

LAWYERS FOR JUSTICE[®]

September 8, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: REBORN CABINETS, INC.

Dear Representative:

We have been retained to represent William Mosing against Reborn Cabinets, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Reborn Cabinets") for violations of California wage-and-hour laws. Mr. Mosing seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Mosing seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Reborn Cabinets employed Mr. Mosing as an hourly-paid, non-exempt employee from approximately November 2018 to approximately November 2020, in the State of California.

The "aggrieved employees" that Mr. Mosing may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Reborn Cabinets has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 7-2001.

Reborn Cabinets required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, buying equipment before driving to a job-site, responding to work-related inquiries, and assisting customers.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours

in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Mosing and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Mosing and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Reborn Cabinets required Mr. Mosing and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Reborn Cabinets also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Reborn Cabinets failed to pay Mr. Mosing and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Reborn Cabinets failed to pay Mr. Mosing and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Reborn Cabinets did not provide Mr. Mosing and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Reborn Cabinets were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Mosing and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Mosing and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Mosing and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Mosing and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Mosing and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Reborn Cabinets failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Mosing and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Reborn Cabinets did not provide Mr. Mosing and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001 and 7-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Reborn Cabinets failed to pay Mr. Mosing and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Mosing and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Reborn Cabinets failed to pay Mr. Mosing and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Mosing and the other aggrieved employees were required

to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Mosing and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Reborn Cabinets. These costs include, but are not limited to, the use of personal phones for work-related purposes, the use of personal vehicles for work-related purposes, the purchase and maintenance of clothing in compliance with the dress code, the purchase and maintenance of shoes in compliance with the dress code, and the purchasing of supplies and equipment, including a computer chair, mouse, keyboard, work-tools, and a work-vehicle.

Therefore, on behalf of all aggrieved employees, Mr. Mosing seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,


Edwin Aiwanian, Esq

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Reborn Cabinets, Inc.
c/o Anthony Nardolillo
Agent for Service of Process
5515 E. La Palma Avenue, Suite 250
Anaheim, CA 92807

EXHIBIT 5

EXHIBIT 6

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Lozano vs. Reborn Cabinets Inc. (JCCP 5224)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
3/5/2021	U.S. Postmaster	Postage	\$6.96
3/29/2021	Orange County Superior Court	Complaint Filing Fee	\$435.00
3/29/2021	One Legal	Attorney Service	\$27.50
3/31/2021	One Legal	Attorney Service	\$29.50
3/31/2021	Orange County Superior Court	Complex Filing Fee	\$1,000.00
5/10/2021	Legal Document Server, Inc.	Attorney Service	\$110.00
5/14/2021	Legal Document Server, Inc.	Attorney Service	\$13.25
6/8/2021	Legal Document Server, Inc.	Attorney Service	\$13.25
6/17/2021	Legal Document Server, Inc.	Attorney Service	\$18.50
6/17/2021	Orange County Superior Court	Jury Fee	\$150.00
6/24/2021	Legal Document Server, Inc.	Attorney Service	\$13.25
6/25/2021	CourtCall, LLC	Attorney Service	\$94.00
7/16/2021	Legal Document Server, Inc.	Attorney Service	\$13.25
7/22/2021	CourtCall, LLC	Attorney Service	\$94.00
1/21/2022	Legal Document Server, Inc.	Attorney Service	\$13.25
3/11/2022	CourtCall, LLC	Attorney Service	\$94.00
4/20/2022	Legal Document Server, Inc.	Attorney Service	\$13.25
7/8/2022	Legal Document Server, Inc.	Attorney Service	\$14.00
7/8/2022	General Logistics Systems US, Inc.	Courier Service	\$92.03
7/18/2022	Legal Document Server, Inc.	Attorney Service	\$14.00
2/17/2023	Los Angeles Superior Court	Document Download Fee	\$14.60
3/6/2024	Legal Document Server, Inc.	Attorney Service	\$14.20
7/2/2024	Legal Document Server, Inc.	Attorney Service	\$14.20
7/10/2024	Orange County Superior Court	Document Download Fee	\$7.50
8/20/2024	Legal Document Server, Inc.	Attorney Service	\$28.40
1/31/2025	Orange County Superior Court	Document Download Fee	\$47.45
2/5/2025	Orange County Superior Court	Document Download Fee	\$15.00
3/27/2025	Orange County Superior Court	Document Download Fee	\$46.12
Total:			<u><u>\$2,446.46</u></u>

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Lozano vs. Reborn Cabinets Inc. (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
7/21/2021	U.S. Postmaster	Postage	\$7.50
7/21/2021	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
9/28/2021	One Legal	Attorney Service	\$57.00
9/28/2021	Orange County Superior Court	Complex Filing Fee	\$1,000.00
9/28/2021	Orange County Superior Court	Complaint Filing Fee	\$435.00
11/22/2021	Legal Document Server, Inc.	Attorney Service	\$13.25
8/20/2024	Legal Document Server, Inc.	Attorney Service	\$14.20
1/31/2025	Orange County Superior Court	Document Download Fee	\$7.50
Total:			<u><u>\$1,609.45</u></u>

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Mosing, et al. vs. Reborn Cabinets Inc. (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
9/8/2021	U.S. Postmaster	Postage	\$16.00
9/8/2021	Labor & Workforce Development Agency	PAGA Filing Fee	\$150.00
11/15/2021	One Legal	Attorney Service	\$57.00
11/15/2021	Orange County Superior Court	Complex Filing Fee	\$1,000.00
11/15/2021	Orange County Superior Court	Complaint Filing Fee	\$435.00
11/18/2021	One Legal	Attorney Service	\$14.67
1/25/2022	Legal Document Server, Inc.	Attorney Service	\$13.25
4/20/2022	General Logistics Systems US, Inc.	Courier Service	\$64.00
4/21/2022	CourtCall, LLC	Attorney Service	\$94.00
8/20/2024	Legal Document Server, Inc.	Attorney Service	\$14.20
10/8/2024	General Logistics Systems US, Inc.	Courier Service	\$27.33
11/10/2024	General Logistics Systems US, Inc.	Courier Service	\$14.20
1/31/2025	Orange County Superior Court	Document Download Fee	\$15.00
3/31/2025	Orange County Superior Court	Document Download Fee	\$7.50
Total:			<u><u>\$1,922.15</u></u>

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Mosing vs. Reborn Cabinets Inc.

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
5/13/2021	U.S. Postmaster	Postage	\$7.00
11/4/2021	Legal Document Server, Inc.	Attorney Service	\$79.94
11/4/2021	Alameda Superior Court	Complex Filing Fee	\$1,000.00
11/4/2021	Alameda Superior Court	Complaint Filing Fee	\$435.00
1/25/2022	Legal Document Server, Inc.	Attorney Service	\$17.95
2/17/2022	Legal Document Server, Inc.	Attorney Service	\$82.95
2/24/2022	Legal Document Server, Inc.	Attorney Service	\$17.95
2/24/2022	General Logistics Systems US, Inc.	Courier Service	\$26.65
2/25/2022	Legal Document Server, Inc.	Attorney Service	\$25.07
2/25/2022	Alameda Superior Court	Jury Fee	\$150.00
4/1/2022	Alameda Superior Court	Document Download Fee	\$3.00
4/4/2022	Legal Document Server, Inc.	Attorney Service	\$17.95
4/4/2022	General Logistics Systems US, Inc.	Courier Service	\$23.13
5/2/2022	Legal Document Server, Inc.	Attorney Service	\$35.90
6/9/2022	First Mediation Corporation	Mediation Fee	\$10,000.00
1/6/2023	Legal Document Server, Inc.	Attorney Service	\$28.00
1/10/2023	Legal Document Server, Inc.	Attorney Service	\$15.35
1/10/2023	Alameda Superior Court	Stipulation & Order Fee	\$20.00
2/22/2023	General Logistics Systems US, Inc.	Courier Service	\$27.37
4/21/2023	Legal Document Server, Inc.	Attorney Service	\$14.20
5/1/2023	Legal Document Server, Inc.	Attorney Service	\$1.39
5/1/2023	Alameda Superior Court	Stipulation & Order Fee	\$20.00
5/9/2023	Legal Document Server, Inc.	Attorney Service	\$18.90
8/18/2023	Legal Document Server, Inc.	Attorney Service	\$14.20
11/22/2023	Legal Document Server, Inc.	Attorney Service	\$14.20
8/9/2024	Legal Document Server, Inc.	Attorney Service	\$18.90
8/19/2024	Legal Document Server, Inc.	Attorney Service	\$20.45
8/19/2024	Alameda Superior Court	Document Download Fee	\$2.00
1/31/2025	Alameda Superior Court	Document Download Fee	\$30.00
2/25/2025	Alameda Superior Court	Document Download Fee	\$3.00
3/27/2025	Alameda Superior Court	Document Download Fee	\$50.00
Total:			<u>\$12,220.45</u>

REBORN CABINETS WAGE AND HOUR CASES
Orange County Superior Court, Case No. JCCP 5224 (“Coordinated Action”);

SALVADOR LOZANO V. REBORN CABINETS, INC.
Orange County Superior Court, Case No. 30-2021-01191829-CU-OE-CXC (“Lozano Class Action”);

SALVADOR LOZANO V. REBORN CABINETS, INC.
Orange County Superior Court, Case No. 30-2021-01223149-CU-OE-CXC (“Lozano PAGA Action”);

WILLIAM MOSING V. REBORN CABINETS, INC.
Alameda County Superior Court, Case No. 21CV001749 (“Mosing Class Action”); and

WILLIAM MOSING ET AL. V. REBORN CABINETS, INC.
Orange County Superior Court, Case No. 30-2021-01231360-CU-OE-CXC (“Mosing PAGA Action”)

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>for</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Meet and Communicate with Plaintiff Salvador Lozano (“Plaintiff Lozano”) During the Case	20.50
Meet and Communicate with Plaintiff William Mosing (“Plaintiff Mosing”) During the Case	19.50
Meet and Communicate with Plaintiff Dominique Cadilli (“Plaintiff Cadilli”) During the Case	18.50
Review and Analyze Court Filings in <i>Melissa Ruble v. Reborn Cabinets, Inc.</i> , Los Angeles County Superior Court, Case No: 21STCV31721	1.50

Investigate, Communicate with, and/or Interview Putative Class Members, Aggrieved Employees, and/or Percipient Witnesses	10.50
Pleadings and Court Filings	
Investigate the Merits of Plaintiff Lozano's Class Action Claims, Conduct Legal Research and Analysis of Class Claims, and Draft Plaintiff Lozano's Class Action Complaint for Damages (filed on March 25, 2021) (Lozano Class Action)	8.50
Review Court's Minute Order (filed on April 30, 2021) (Lozano Class Action)	0.10
Draft Plaintiff Lozano's Notice of Posting Jury Fees (filed on June 17, 2021) (Lozano Class Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Status Conference Statement (filed on June 24, 2021) (Lozano Class Action)	1.50
Review Court's Minute Order (filed on June 28, 2021) (Lozano Class Action)	0.10
Review Defendant's Notice of Posting Jury Fees (filed on July 28, 2021) (Lozano Class Action)	0.10
Review Defendant's Notice of Arbitration Review Hearing (filed on July 30, 2021) (Lozano Class Action)	0.10
Investigate the Merits of Plaintiff Lozano's PAGA Claim, Conduct Legal Research and Analysis of PAGA Claim, and Draft Plaintiff Lozano's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on September 24, 2021) (Lozano PAGA Action)	7.50
Investigate the Merits of Plaintiff Mosing's Class Action Claims, Conduct Legal Research and Analysis of Class Claims, and Draft Plaintiff Mosing's Class Action Complaint for Damages (filed on November 4, 2021) (Mosing Class Action)	8.10
Review Court's Notice of Case Management Conference (filed on November 4, 2021) (Mosing Class Action)	0.10

Investigate the Merits of Plaintiff Mosing and Plaintiff Cadilli's PAGA Claim, Conduct Legal Research and Analysis of PAGA Claim, and Draft Plaintiff Mosing and Plaintiff Cadilli's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on November 12, 2021) (Mosing PAGA Action)	7.10
Review Court's Minute Order (filed on November 29, 2021) (Lozano PAGA Action)	0.10
Review Court's Minute Order (filed on November 30, 2021) (Mosing PAGA Action)	0.10
Review Court's Minute Order (Complex Determination) and Order Re: Complex Determination (issued on December 6, 2021) (Mosing Class Action)	0.10
Review Court's Minute Order and Order Re: Complex Determination (filed on December 15, 2021) (Mosing Class Action)	0.10
Review and Analyze Defendant Reborn Cabinets, Inc.'s ("Defendant") Answer to Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on December 29, 2021), and Research Affirmative Defenses in Defendant's Answer (Lozano PAGA Action)	1.50
Meet and Confer with Defendant's Counsel, and Draft Joint Statement Re: ADR (filed on January 21, 2022) (Lozano Class Action)	1.30
Review Court's Minute Order (filed on January 21, 2022) (Lozano Class Action)	0.10
Review Court's Minute Order (filed on January 21, 2022) (Lozano PAGA Action)	0.10
Review Court's Minute Order (filed on January 21, 2022) (Mosing PAGA Action)	0.10
Review and Analyze Defendant's Answer to Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on January 28, 2022), and Research Affirmative Defenses in Defendant's Answer (Mosing PAGA Action)	1.20

Draft Plaintiff Mosing's Case Management Statement (filed on February 17, 2022) (Mosing Class Action)	0.60
Review Defendant's Case Management Statement (filed on February 17, 2022) (Mosing Class Action)	0.20
Draft Plaintiff Mosing's Notice of Posting Jury Fees (filed on February 25, 2022) (Mosing Class Action)	0.10
Review Court's Minute Order Re: Initial Case Management Conference and Order Re: Initial Case Management Conference (filed on March 4, 2022) (Mosing Class Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Status Conference Statement (filed on March 11, 2022) (Lozano Class Action)	0.80
Review Court's Case Management Order and Minute Order Re: Case Management Conference (filed on March 15, 2022) (Mosing Class Action)	0.10
Review Court's Minute Order Re: Status Conference (filed on March 18, 2022) (Lozano PAGA Action)	0.10
Review Court's Minute Order Re: Status Conference (filed on March 18, 2022) (Mosing PAGA Action)	0.10
Review Court's Order Assigning Coordination Motion Judge (filed on March 30, 2022) (Coordinated Action)	0.20
Meet and Confer with Defendant's Counsel, and Draft Joint Complex Case Management Conference Statement (filed on April 4, 2022) (Mosing Class Action)	1.30
Review Court's Order Setting Hearing on Petition for Coordination (filed on April 5, 2022) (Coordinated Action)	0.10
Review Court's Minute Order Re: Case Management Conference (filed on April 19, 2022) (Mosing Class Action)	0.10
Draft Plaintiff Mosing's Case Management Statement (filed on May 2, 2022) (Mosing Class Action)	0.80

Review Defendant's Complex Case Management Conference Statement (filed on May 2, 2022) (Mosing Class Action)	0.10
Review Court's Minute Order Re: Case Management Conference and Case Management Order (filed on May 17, 2022) (Mosing Class Action)	0.10
Review Court's Order Assigning Coordination Trial Judge (filed on June 1, 2022) (Coordinated Action)	0.10
Review Court's Order Setting Preliminary Trial Conference (filed on June 13, 2022) (Coordinated Action)	0.10
Draft Case Management Conference Memorandum (filed on July 8, 2022) (Coordinated Action)	0.20
Review Defendant's Preliminary Trial Conference Statement (filed on July 11, 2022) (Coordinated Action)	0.10
Review Court's Minute Order Re: Case Management Conference (filed on July 15, 2022) (Coordinated Action)	0.10
Draft Plaintiffs' Notice of Ruling (filed on July 18, 2022) (Coordinated Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Stipulation to Continue Case Management Conference; [Proposed] Order (submitted on January 6, 2023) (Coordinated Action)	0.50
Review Court's Order to Continue Case Management Conference (filed on January 10, 2023) (Coordinated Action)	0.10
Draft Notice of Entry of Judgment or Order (filed on January 10, 2023) (Coordinated Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Stipulation to Remand Ruble Action; [Proposed] Order (submitted on April 21, 2023) (Coordinated Action)	0.50
Review Court's Order to Remand Ruble Action (filed on April 24, 2023) (Coordinated Action)	0.10

Draft Plaintiff Mosing's Case Management Statement (filed on May 9, 2023) (Mosing Class Action)	0.50
Review Defendant's Case Management Statement (filed on May 9, 2023) (Mosing Class Action)	0.10
Review Defendant's Substitution of Attorney (filed on May 12, 2023) (Coordinated Action)	0.10
Review Court's Minute Order Re: Case Management Conference and Case Management Order (filed on May 16, 2023) (Mosing Class Action)	0.10
Review Court's Minute Order Re: Case Management Conference and Case Management Order (filed on August 11, 2023) (Mosing Class Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Status Conference Statement (filed on August 18, 2023) (Coordinated Action)	0.40
Review Court's Minute Order Re: Status Conference (filed on August 21, 2023) (Coordinated Action)	0.10
Review Court's Notice of Case Reassignment (filed on September 1, 2023) (Coordinated Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Status Conference Statement (filed on November 22, 2023) (Coordinated Action)	0.40
Review Court's Minute Order (filed on November 22, 2023) (Coordinated Action)	0.10
Review Court's Notice of Case Reassignment (filed on December 14, 2023) (Mosing Class Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Status Conference Statement (filed on March 6, 2024) (Coordinated Action)	0.30
Review Court's Minute Order (filed on March 7, 2024) (Coordinated Action)	0.10

Review Court's Notice of Case Rescheduling or Relocation (filed on April 30, 2024) (Mosing Class Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Status Conference Statement and Request to Continue Status Conference (filed on July 2, 2024) (Coordinated Action)	0.30
Review Court's Minute Order Re: Status Conference (filed on July 3, 2024) (Coordinated Action)	0.10
Review Defendant's Substitution of Attorney (filed on July 11, 2024) (Coordinated Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Case Management Conference Statement (filed on August 9, 2024) (Mosing Class Action)	0.40
Review Court's Order Re: Case Management Order Re: Status of JCCP Settlement (filed on August 13, 2024) (Mosing Class Action)	0.10
Draft Plaintiff Mosing's Notice of Association of Counsel (filed on August 19, 2024) (Mosing Class Action)	0.10
Draft Plaintiff Mosing's Notice of Association of Counsel (filed on August 19, 2024) (Mosing PAGA Action)	0.10
Draft Plaintiffs' Notice of Association of Counsel (filed on August 19, 2024) (Coordinated Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on October 10, 2024) (Coordinated Action)	0.20
Review Court's Minute Order Re: Status Conference (filed on October 11, 2024) (Coordinated Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Case Management Statement (filed on November 15, 2024) (Mosing Class Action)	0.20

Review Court's Order Re: Case Management Conference and Minute Order Re: Case Management Conference (filed on November 20, 2024) (Mosing Class Action)	0.10
Review Court's Notice of Case Reassignment (filed on December 17, 2024) (Mosing Class Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on January 16, 2025) (Coordinated Action)	0.20
Review Court's Minute Order Re: Status Conference (filed on January 21, 2025) (Coordinated Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Case Management Statement (filed on January 28, 2025) (Mosing Class Action)	0.20
Review Court's Order Re: Compliance Hearing Re: Dismissal and Minute Order Re: Compliance Hearing re Dismissal (issued on February 24, 2025) (Mosing Class Action)	0.10
Draft Notice of Change of Address or Other Contact Information (filed on March 25, 2025) (Coordinated Action)	0.10
Draft Notice of Change of Address or Other Contact Information (filed on March 25, 2025) (Mosing Class Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Case Management Statement (filed on April 28, 2025) (Mosing Class Action)	0.20
Appearances	
Prepare for and Remotely Attend Hearing on Motion to Compel Arbitration (July 29, 2021) (Lozano Class Action)	1.10
Prepare for and Remotely Attend Hearing on Motion to Compel Arbitration (March 9, 2022) (Mosing Class Action)	6.80

Prepare for and Remotely Attend Status Conference (March 18, 2022) (Mosing Class Action) (Lozano Class Action) (Lozano PAGA Action)	0.70
Prepare for and Remotely Attend Hearing on Petition for Coordination (April 22, 2022) (Mosing Class Action) (Lozano Class Action) (Lozano PAGA Action) (Coordinated Action)	2.50
Prepare for and Remotely Attend Status Conference (July 15, 2022) (Coordinated Action)	1.10
Discovery and Deposition	
Draft Letter to Defendant Reborn Cabinets, Inc. Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Salvador Lozano (served on March 4, 2021) (Lozano Class Action)	1.60
Review and Analyze Documents Produced by Defendant Reborn Cabinets, Inc. in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Salvador Lozano (served on April 1, 2021) (Lozano Class Action)	3.80
Draft Letter to Defendant Reborn Cabinets, Inc. Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Dominique Cadilli (served on April 21, 2021) (Mosing PAGA Action)	1.50
Draft Letter to Defendant Reborn Cabinets, Inc., Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff William Mosing (served on May 13, 2021) (Mosing Class Action)	1.50
Review and Analyze Documents Produced by Defendant Reborn Cabinets, Inc., in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Dominique Cadilli (served on July 20, 2021) (Mosing PAGA Action)	3.50
Review and Analyze Documents Produced by Defendant Reborn Cabinets, Inc., in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff William Mosing (served on July 20, 2021) (Mosing Class Action)	4.10

Letters and Correspondence	
Draft Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff Salvador Lozano under the Private Attorneys General Act (served on July 21, 2021) (Lozano PAGA Action)	4.30
Draft Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff Dominique Cadilli under the Private Attorneys General Act (served on September 8, 2021) (Mosing PAGA Action)	4.10
Draft Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff William Mosing under the Private Attorneys General Act (served on September 8, 2021) (Mosing PAGA Action)	3.50
Draft Correspondence to, Meet and Confer with, and Respond to Correspondence from, Defendant's Counsel	25.50
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Plaintiffs, Defendant, and Other Sources Prior to Mediation	57.50
Prepare for Mediation, Including Researching Settlement and Merits-Related Issues, Drafting the Mediation Brief, Compiling the Mediation Exhibits in Support of Plaintiff's Mediation Brief, and Performing Penalties Analysis and Calculations (submitted on February 13, 2023)	38.50
Attend Mediation Session (February 20, 2023; Zoom Video Conference)	15.50
Draft, Review, Revise, Negotiate, and Finalize Memorandum of Understanding (fully executed March 23, 2023)	3.20
Draft, Review, Revise, Negotiate, and Finalize Private Attorneys General Act Settlement Agreement and Release (executed on November 19, 2024)	12.70

Law and Motion	
Review Defendant's Notice of Motion and Motion to Compel Arbitration and Stay Proceedings; Declaration of Melanie Marfoglio in Support Thereof; and Declaration of Michael P. Witczak, Esq. in Support Thereof (filed on June 11, 2021) (Lozano Class Action)	1.50
Research and Draft Plaintiff Lozano's Opposition to Defendant's Motion to Compel Arbitration and Stay Proceedings and Declaration of Salvador Lozano in Support Thereof (filed on July 16, 2021) (Lozano Class Action)	17.50
Review Defendant's Reply in Support of Its Motion to Compel Arbitration and Stay Proceedings (filed on July 22, 2021) (Lozano Class Action)	1.40
Review Court's Minute Order (issued on July 29, 2021) (Lozano Class Action)	0.20
Review Defendant's Notice of Motion and Motion to Compel Arbitration and Stay Proceedings; Declaration of Melanie Marfoglio in Support Thereof; and Declaration of Michael P. Witczak, Esq. in Support Thereof (filed on January 28, 2022) (Mosing Class Action)	1.60
Review Defendant's Notice of Petition for Coordination; Petition for Coordination and Motion for Stay; Memorandum of Points and Authorities in Support of Petition for Coordination and Motion to Stay; and Declaration of Michael Witczak, Esq. in Support of Petition for Coordination and Motion for Stay (filed on February 9, 2022) (Coordinated Action)	1.8 0
Draft Plaintiff Mosing's Opposition to Defendant's Motion to Compel Arbitration and Stay Proceedings, Declaration of Margaux Gundzik in Support Thereof, and Declaration of Plaintiff Mosing in Support Thereof (filed on February 24, 2022) (Mosing Class Action)	15.90
Review Defendant's Reply in Support of its Motion to Compel Arbitration and Stay Proceedings (filed on March 2, 2022) (Mosing Class Action)	1.30

Review Court's Minute Order Re: Hearing on Motion to Compel Arbitration and Court's Order Re: Hearing on Motion to Compel Arbitration (issued on March 9, 2022) (Mosing Class Action)	0.10
Review Plaintiff Melissa Ruble's Opposition to Petition for Coordination and Declaration of Keia James Atkinson in Support Thereof (filed on April 15, 2022) (Coordinated Action)	1.10
Review Defendant's Reply to Plaintiff Melissa Ruble's Opposition to Defendant's Petition for Coordination (filed on April 18, 2022) (Coordinated Action)	0.60
Draft Plaintiff Lozano's and Plaintiff Mosing's Opposition to Defendant's Petition for Coordination (filed on April 20, 2022) (Coordinated Action)	6.50
Review Court's Order Granting Petition for Coordination (issued on April 22, 2022) (Coordinated Action)	0.20
Review Court's Order Re: Ruling on Submitted Matter (filed on May 3, 2022) (Mosing Class Action)	0.20
Review Defendant's Notice of Motion and Motion to Compel Arbitration of Plaintiffs' Individual PAGA Claims, Dismiss Representative PAGA Claims, and Stay Action; Memorandum Points and Authorities; Declaration of Michael Witczak in Support Thereof, Declaration of Melanie Marfoglio in Support Thereof. and [Proposed] Order (filed on September 12, 2022) (Coordinated Action)	1.50
Review Defendant's Notice of Withdrawal of Motion to Compel Arbitration of Plaintiffs' Individual PAGA Claims Without Prejudice (filed on March 24, 2023) (Coordinated Action)	0.10
Research and Draft Plaintiff's Motion to Approve PAGA Settlement, Declaration of Vartan Madoyan in Support Thereof, Declaration of Plaintiff in Support Thereof, and [Proposed] Order Granting Motion to Approve PAGA Settlement and Judgment	3.80
Total Hours:	367.40

EXHIBIT 7

REBORN CABINETS WAGE AND HOUR CASES
Orange County Superior Court, Case No. JCCP 5224 (“Coordinated Action”);

SALVADOR LOZANO V. REBORN CABINETS, INC.
Orange County Superior Court, Case No. 30-2021-01191829-CU-OE-CXC (“Lozano Class Action”);

SALVADOR LOZANO V. REBORN CABINETS, INC.
Orange County Superior Court, Case No. 30-2021-01223149-CU-OE-CXC (“Lozano PAGA Action”);

WILLIAM MOSING V. REBORN CABINETS, INC.
Alameda County Superior Court, Case No. 21CV001749 (“Mosing Class Action”); and

WILLIAM MOSING ET AL. V. REBORN CABINETS, INC.
Orange County Superior Court, Case No. 30-2021-01231360-CU-OE-CXC (“Mosing PAGA Action”)

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>for</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Meet and Communicate with Plaintiff Salvador Lozano (“Plaintiff Lozano”) During the Case	20.50
Meet and Communicate with Plaintiff William Mosing (“Plaintiff Mosing”) During the Case	19.50
Meet and Communicate with Plaintiff Dominique Cadilli (“Plaintiff Cadilli”) During the Case	18.50
Review and Analyze Court Filings in <i>Melissa Ruble v. Reborn Cabinets, Inc.</i> , Los Angeles County Superior Court, Case No: 21STCV31721	1.50

Investigate, Communicate with, and/or Interview Putative Class Members, Aggrieved Employees, and/or Percipient Witnesses	10.50
Pleadings and Court Filings	
Investigate the Merits of Plaintiff Lozano's Class Action Claims, Conduct Legal Research and Analysis of Class Claims, and Draft Plaintiff Lozano's Class Action Complaint for Damages (filed on March 25, 2021) (Lozano Class Action)	8.50
Review Court's Minute Order (filed on April 30, 2021) (Lozano Class Action)	0.10
Draft Plaintiff Lozano's Notice of Posting Jury Fees (filed on June 17, 2021) (Lozano Class Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Status Conference Statement (filed on June 24, 2021) (Lozano Class Action)	1.50
Review Court's Minute Order (filed on June 28, 2021) (Lozano Class Action)	0.10
Review Defendant's Notice of Posting Jury Fees (filed on July 28, 2021) (Lozano Class Action)	0.10
Review Defendant's Notice of Arbitration Review Hearing (filed on July 30, 2021) (Lozano Class Action)	0.10
Investigate the Merits of Plaintiff Lozano's PAGA Claim, Conduct Legal Research and Analysis of PAGA Claim, and Draft Plaintiff Lozano's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on September 24, 2021) (Lozano PAGA Action)	7.50
Investigate the Merits of Plaintiff Mosing's Class Action Claims, Conduct Legal Research and Analysis of Class Claims, and Draft Plaintiff Mosing's Class Action Complaint for Damages (filed on November 4, 2021) (Mosing Class Action)	8.10
Review Court's Notice of Case Management Conference (filed on November 4, 2021) (Mosing Class Action)	0.10

Investigate the Merits of Plaintiff Mosing and Plaintiff Cadilli's PAGA Claim, Conduct Legal Research and Analysis of PAGA Claim, and Draft Plaintiff Mosing and Plaintiff Cadilli's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on November 12, 2021) (Mosing PAGA Action)	7.10
Review Court's Minute Order (filed on November 29, 2021) (Lozano PAGA Action)	0.10
Review Court's Minute Order (filed on November 30, 2021) (Mosing PAGA Action)	0.10
Review Court's Minute Order (Complex Determination) and Order Re: Complex Determination (issued on December 6, 2021) (Mosing Class Action)	0.10
Review Court's Minute Order and Order Re: Complex Determination (filed on December 15, 2021) (Mosing Class Action)	0.10
Review and Analyze Defendant Reborn Cabinets, Inc.'s ("Defendant") Answer to Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on December 29, 2021), and Research Affirmative Defenses in Defendant's Answer (Lozano PAGA Action)	1.50
Meet and Confer with Defendant's Counsel, and Draft Joint Statement Re: ADR (filed on January 21, 2022) (Lozano Class Action)	1.30
Review Court's Minute Order (filed on January 21, 2022) (Lozano Class Action)	0.10
Review Court's Minute Order (filed on January 21, 2022) (Lozano PAGA Action)	0.10
Review Court's Minute Order (filed on January 21, 2022) (Mosing PAGA Action)	0.10
Review and Analyze Defendant's Answer to Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on January 28, 2022), and Research Affirmative Defenses in Defendant's Answer (Mosing PAGA Action)	1.20

Draft Plaintiff Mosing's Case Management Statement (filed on February 17, 2022) (Mosing Class Action)	0.60
Review Defendant's Case Management Statement (filed on February 17, 2022) (Mosing Class Action)	0.20
Draft Plaintiff Mosing's Notice of Posting Jury Fees (filed on February 25, 2022) (Mosing Class Action)	0.10
Review Court's Minute Order Re: Initial Case Management Conference and Order Re: Initial Case Management Conference (filed on March 4, 2022) (Mosing Class Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Status Conference Statement (filed on March 11, 2022) (Lozano Class Action)	0.80
Review Court's Case Management Order and Minute Order Re: Case Management Conference (filed on March 15, 2022) (Mosing Class Action)	0.10
Review Court's Minute Order Re: Status Conference (filed on March 18, 2022) (Lozano PAGA Action)	0.10
Review Court's Minute Order Re: Status Conference (filed on March 18, 2022) (Mosing PAGA Action)	0.10
Review Court's Order Assigning Coordination Motion Judge (filed on March 30, 2022) (Coordinated Action)	0.20
Meet and Confer with Defendant's Counsel, and Draft Joint Complex Case Management Conference Statement (filed on April 4, 2022) (Mosing Class Action)	1.30
Review Court's Order Setting Hearing on Petition for Coordination (filed on April 5, 2022) (Coordinated Action)	0.10
Review Court's Minute Order Re: Case Management Conference (filed on April 19, 2022) (Mosing Class Action)	0.10
Draft Plaintiff Mosing's Case Management Statement (filed on May 2, 2022) (Mosing Class Action)	0.80

Review Defendant's Complex Case Management Conference Statement (filed on May 2, 2022) (Mosing Class Action)	0.10
Review Court's Minute Order Re: Case Management Conference and Case Management Order (filed on May 17, 2022) (Mosing Class Action)	0.10
Review Court's Order Assigning Coordination Trial Judge (filed on June 1, 2022) (Coordinated Action)	0.10
Review Court's Order Setting Preliminary Trial Conference (filed on June 13, 2022) (Coordinated Action)	0.10
Draft Case Management Conference Memorandum (filed on July 8, 2022) (Coordinated Action)	0.20
Review Defendant's Preliminary Trial Conference Statement (filed on July 11, 2022) (Coordinated Action)	0.10
Review Court's Minute Order Re: Case Management Conference (filed on July 15, 2022) (Coordinated Action)	0.10
Draft Plaintiffs' Notice of Ruling (filed on July 18, 2022) (Coordinated Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Stipulation to Continue Case Management Conference; [Proposed] Order (submitted on January 6, 2023) (Coordinated Action)	0.50
Review Court's Order to Continue Case Management Conference (filed on January 10, 2023) (Coordinated Action)	0.10
Draft Notice of Entry of Judgment or Order (filed on January 10, 2023) (Coordinated Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Stipulation to Remand Ruble Action; [Proposed] Order (submitted on April 21, 2023) (Coordinated Action)	0.50
Review Court's Order to Remand Ruble Action (filed on April 24, 2023) (Coordinated Action)	0.10

Draft Plaintiff Mosing's Case Management Statement (filed on May 9, 2023) (Mosing Class Action)	0.50
Review Defendant's Case Management Statement (filed on May 9, 2023) (Mosing Class Action)	0.10
Review Defendant's Substitution of Attorney (filed on May 12, 2023) (Coordinated Action)	0.10
Review Court's Minute Order Re: Case Management Conference and Case Management Order (filed on May 16, 2023) (Mosing Class Action)	0.10
Review Court's Minute Order Re: Case Management Conference and Case Management Order (filed on August 11, 2023) (Mosing Class Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Status Conference Statement (filed on August 18, 2023) (Coordinated Action)	0.40
Review Court's Minute Order Re: Status Conference (filed on August 21, 2023) (Coordinated Action)	0.10
Review Court's Notice of Case Reassignment (filed on September 1, 2023) (Coordinated Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Status Conference Statement (filed on November 22, 2023) (Coordinated Action)	0.40
Review Court's Minute Order (filed on November 22, 2023) (Coordinated Action)	0.10
Review Court's Notice of Case Reassignment (filed on December 14, 2023) (Mosing Class Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Status Conference Statement (filed on March 6, 2024) (Coordinated Action)	0.30
Review Court's Minute Order (filed on March 7, 2024) (Coordinated Action)	0.10

Review Court's Notice of Case Rescheduling or Relocation (filed on April 30, 2024) (Mosing Class Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Status Conference Statement and Request to Continue Status Conference (filed on July 2, 2024) (Coordinated Action)	0.30
Review Court's Minute Order Re: Status Conference (filed on July 3, 2024) (Coordinated Action)	0.10
Review Defendant's Substitution of Attorney (filed on July 11, 2024) (Coordinated Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Case Management Conference Statement (filed on August 9, 2024) (Mosing Class Action)	0.40
Review Court's Order Re: Case Management Order Re: Status of JCCP Settlement (filed on August 13, 2024) (Mosing Class Action)	0.10
Draft Plaintiff Mosing's Notice of Association of Counsel (filed on August 19, 2024) (Mosing Class Action)	0.10
Draft Plaintiff Mosing's Notice of Association of Counsel (filed on August 19, 2024) (Mosing PAGA Action)	0.10
Draft Plaintiffs' Notice of Association of Counsel (filed on August 19, 2024) (Coordinated Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on October 10, 2024) (Coordinated Action)	0.20
Review Court's Minute Order Re: Status Conference (filed on October 11, 2024) (Coordinated Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Case Management Statement (filed on November 15, 2024) (Mosing Class Action)	0.20

Review Court's Order Re: Case Management Conference and Minute Order Re: Case Management Conference (filed on November 20, 2024) (Mosing Class Action)	0.10
Review Court's Notice of Case Reassignment (filed on December 17, 2024) (Mosing Class Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on January 16, 2025) (Coordinated Action)	0.20
Review Court's Minute Order Re: Status Conference (filed on January 21, 2025) (Coordinated Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Case Management Statement (filed on January 28, 2025) (Mosing Class Action)	0.20
Review Court's Order Re: Compliance Hearing Re: Dismissal and Minute Order Re: Compliance Hearing re Dismissal (issued on February 24, 2025) (Mosing Class Action)	0.10
Draft Notice of Change of Address or Other Contact Information (filed on March 25, 2025) (Coordinated Action)	0.10
Draft Notice of Change of Address or Other Contact Information (filed on March 25, 2025) (Mosing Class Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Case Management Statement (filed on April 28, 2025) (Mosing Class Action)	0.20
Appearances	
Prepare for and Remotely Attend Hearing on Motion to Compel Arbitration (July 29, 2021) (Lozano Class Action)	1.10
Prepare for and Remotely Attend Hearing on Motion to Compel Arbitration (March 9, 2022) (Mosing Class Action)	6.80

Prepare for and Remotely Attend Status Conference (March 18, 2022) (Mosing Class Action) (Lozano Class Action) (Lozano PAGA Action)	0.70
Prepare for and Remotely Attend Hearing on Petition for Coordination (April 22, 2022) (Mosing Class Action) (Lozano Class Action) (Lozano PAGA Action) (Coordinated Action)	2.50
Prepare for and Remotely Attend Status Conference (July 15, 2022) (Coordinated Action)	1.10
Discovery and Deposition	
Draft Letter to Defendant Reborn Cabinets, Inc. Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Salvador Lozano (served on March 4, 2021) (Lozano Class Action)	1.60
Review and Analyze Documents Produced by Defendant Reborn Cabinets, Inc. in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Salvador Lozano (served on April 1, 2021) (Lozano Class Action)	3.80
Draft Letter to Defendant Reborn Cabinets, Inc. Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Dominique Cadilli (served on April 21, 2021) (Mosing PAGA Action)	1.50
Draft Letter to Defendant Reborn Cabinets, Inc., Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff William Mosing (served on May 13, 2021) (Mosing Class Action)	1.50
Review and Analyze Documents Produced by Defendant Reborn Cabinets, Inc., in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Dominique Cadilli (served on July 20, 2021) (Mosing PAGA Action)	3.50
Review and Analyze Documents Produced by Defendant Reborn Cabinets, Inc., in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff William Mosing (served on July 20, 2021) (Mosing Class Action)	4.10

Letters and Correspondence	
Draft Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff Salvador Lozano under the Private Attorneys General Act (served on July 21, 2021) (Lozano PAGA Action)	4.30
Draft Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff Dominique Cadilli under the Private Attorneys General Act (served on September 8, 2021) (Mosing PAGA Action)	4.10
Draft Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff William Mosing under the Private Attorneys General Act (served on September 8, 2021) (Mosing PAGA Action)	3.50
Draft Correspondence to, Meet and Confer with, and Respond to Correspondence from, Defendant's Counsel	25.50
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Plaintiffs, Defendant, and Other Sources Prior to Mediation	57.50
Prepare for Mediation, Including Researching Settlement and Merits-Related Issues, Drafting the Mediation Brief, Compiling the Mediation Exhibits in Support of Plaintiff's Mediation Brief, and Performing Penalties Analysis and Calculations (submitted on February 13, 2023)	38.50
Attend Mediation Session (February 20, 2023; Zoom Video Conference)	15.50
Draft, Review, Revise, Negotiate, and Finalize Memorandum of Understanding (fully executed March 23, 2023)	3.20
Draft, Review, Revise, Negotiate, and Finalize Private Attorneys General Act Settlement Agreement and Release (executed on November 19, 2024)	12.70

Law and Motion	
Review Defendant's Notice of Motion and Motion to Compel Arbitration and Stay Proceedings; Declaration of Melanie Marfoglio in Support Thereof; and Declaration of Michael P. Witczak, Esq. in Support Thereof (filed on June 11, 2021) (Lozano Class Action)	1.50
Research and Draft Plaintiff Lozano's Opposition to Defendant's Motion to Compel Arbitration and Stay Proceedings and Declaration of Salvador Lozano in Support Thereof (filed on July 16, 2021) (Lozano Class Action)	17.50
Review Defendant's Reply in Support of Its Motion to Compel Arbitration and Stay Proceedings (filed on July 22, 2021) (Lozano Class Action)	1.40
Review Court's Minute Order (issued on July 29, 2021) (Lozano Class Action)	0.20
Review Defendant's Notice of Motion and Motion to Compel Arbitration and Stay Proceedings; Declaration of Melanie Marfoglio in Support Thereof; and Declaration of Michael P. Witczak, Esq. in Support Thereof (filed on January 28, 2022) (Mosing Class Action)	1.60
Review Defendant's Notice of Petition for Coordination; Petition for Coordination and Motion for Stay; Memorandum of Points and Authorities in Support of Petition for Coordination and Motion to Stay; and Declaration of Michael Witczak, Esq. in Support of Petition for Coordination and Motion for Stay (filed on February 9, 2022) (Coordinated Action)	1.8 0
Draft Plaintiff Mosing's Opposition to Defendant's Motion to Compel Arbitration and Stay Proceedings, Declaration of Margaux Gundzik in Support Thereof, and Declaration of Plaintiff Mosing in Support Thereof (filed on February 24, 2022) (Mosing Class Action)	15.90
Review Defendant's Reply in Support of its Motion to Compel Arbitration and Stay Proceedings (filed on March 2, 2022) (Mosing Class Action)	1.30

Review Court's Minute Order Re: Hearing on Motion to Compel Arbitration and Court's Order Re: Hearing on Motion to Compel Arbitration (issued on March 9, 2022) (Mosing Class Action)	0.10
Review Plaintiff Melissa Ruble's Opposition to Petition for Coordination and Declaration of Keia James Atkinson in Support Thereof (filed on April 15, 2022) (Coordinated Action)	1.10
Review Defendant's Reply to Plaintiff Melissa Ruble's Opposition to Defendant's Petition for Coordination (filed on April 18, 2022) (Coordinated Action)	0.60
Draft Plaintiff Lozano's and Plaintiff Mosing's Opposition to Defendant's Petition for Coordination (filed on April 20, 2022) (Coordinated Action)	6.50
Review Court's Order Granting Petition for Coordination (issued on April 22, 2022) (Coordinated Action)	0.20
Review Court's Order Re: Ruling on Submitted Matter (filed on May 3, 2022) (Mosing Class Action)	0.20
Review Defendant's Notice of Motion and Motion to Compel Arbitration of Plaintiffs' Individual PAGA Claims, Dismiss Representative PAGA Claims, and Stay Action; Memorandum Points and Authorities; Declaration of Michael Witczak in Support Thereof, Declaration of Melanie Marfoglio in Support Thereof. and [Proposed] Order (filed on September 12, 2022) (Coordinated Action)	1.50
Review Defendant's Notice of Withdrawal of Motion to Compel Arbitration of Plaintiffs' Individual PAGA Claims Without Prejudice (filed on March 24, 2023) (Coordinated Action)	0.10
Research and Draft Plaintiff's Motion to Approve PAGA Settlement, Declaration of Vartan Madoyan in Support Thereof, Declaration of Plaintiff in Support Thereof, and [Proposed] Order Granting Motion to Approve PAGA Settlement and Judgment	3.80
Total Hours:	367.40