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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

CESAR RODELAS, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

BAGATELOS GLASS SYSTEMS, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No.: 34-2021-00308023-CU-OE-GDS

*[Assigned for All Purposes to the Honorable
Lauri A. Damrell, Department 22]*

**SUPPLEMENTAL DECLARATION OF
KANE MOON IN SUPPORT OF
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT AGREEMENT AND
RELEASE OF PAGA CLAIMS PURSUANT
TO LABOR CODE SECTIONS 2698, ET SEQ.**

PAGA APPROVAL HEARING:

Reservation Number: A-308023-001

Date: October 11, 2024

Time: 9:00 a.m.

Dept.: 22

Complaint Filed: September 16, 2021

Trial Date: Not set

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1. I am an attorney at law duly licensed to practice as such before all of the Courts of the State of California and am one of the attorneys of record for Plaintiff Cesar Rodelas (“Plaintiff”), individually and in their capacity as representatives of the State of California on behalf of all other allegedly aggrieved employees.

3. On October 10, 2024, the Court issued a Tentative Ruling regarding Plaintiff's Motion to Approve PAGA Settlement Agreement and Release of Claims Pursuant to Labor Code Sections 2689, et seq. The Tentative Ruling set a Compliance Hearing for October 25, 2024, and requested a supplemental briefing by October 18, 2024, as to the following concern:

4. As to the Court's Concern:

All Covered Employees (including Plaintiff) are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims for relief under PAGA arising during the PAGA Period, based on the facts alleged by Plaintiff in the Operative Complaint and Plaintiff's PAGA Notice to the LWDA including, but not limited to, civil penalties for the violation of the following Labor Code sections: 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2699, 2699.3, and 2802, and the applicable IWC Wage Orders, and any resulting claim for attorneys' fees and costs under PAGA.

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1 All Covered Employees (including Plaintiff) are deemed to release, on behalf of
2 themselves and their respective former and present representatives, agents,
3 attorneys, heirs, administrators, successors, and assigns, the Released Parties from
4 all claims, rights, demands, liabilities and causes of action that arose during the
5 PAGA Period for PAGA civil penalties under the Labor Code, based on acts or
6 omissions alleged or that could have been alleged in the Action based on the facts
7 therein, including the facts, legal theories and allegations in the Operative
8 Complaint in the Action and Plaintiff's PAGA Notice to the LWDA for PAGA
9 civil penalties, and any related attorneys' fees, costs, or interest. This release
10 specifically excludes any claims for civil penalties recoverable under the Labor Code
11 that are not related to PAGA.

12 (c) PAGA Counsel has adopted the amended Covered Employees' Release in the
13 Amended [Proposed] Order, and Amended [Proposed] Final Judgment filed
14 concurrently with this Supplemental Declaration.

15 I declare under penalty of perjury, under the laws of the State of California and the United States,
16 that the foregoing is true and correct.

17 Executed on October 10, 2024, at Los Angeles, California.

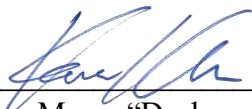
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19 _____
20 Kane Moon, "Declarant"

EXHIBIT A

NOTICE OF PAGA ACTION SETTLEMENT

*Cesar Rodelas v. Bagatelos Glass Systems, Inc., Case No. 34-2021-00308023-CU-OE-GDS
Sacramento County Superior Court*

This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE EMPLOYED AS A NON-EXEMPT EMPLOYEE BY DEFENDANT BAGATELOS GLASS SYSTEMS, INC. (“DEFENDANT”) FROM SEPTEMBER 16, 2020, THROUGH OCTOBER 11, 2024, THIS PAGA SETTLEMENT AFFECTS YOUR RIGHTS.

A settlement (the “Settlement”) has been reached in a lawsuit entitled *Cesar Rodelas v. Bagatelos Glass Systems, Inc., Sacramento County Superior Court, Case No. 34-2021-00308023-CU-OE-GDS* (the “Action”), asserting claims under the Labor Code Private Attorney General Act of 2004, Labor Code § 2698, *et seq.* (“PAGA”). The Settlement resolves the Action. The purpose of this Notice is to explain to you why you are receiving a portion of the Settlement proceeds.

Who is affected by this proposed Settlement?

The Court has designated for settlement purposes the following persons as “Covered Employee(s),” who are entitled to a portion of the Settlement proceeds:

all current and former hourly employees of Defendant who performed work in California at any time during the period from September 16, 2020, through October 11, 2024.

According to Defendant’s records, you are one of the Covered Employees.

What is this case about?

In the Action, Plaintiff Cesar Rodelas (“Plaintiff”) asserted claims that Defendant violated provisions of the Labor Code giving rise to civil penalty liability under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) [Lab. Code § 2699, *et seq.*].

Defendant denied all liability and was confident it had strong legal and factual defenses to Plaintiff’s claims.

The Court has not ruled on the merits of Plaintiff’s claims or Defendant’s defenses. This Settlement is a compromise reached after good faith, arm’s-length negotiations between Plaintiff and Defendant (the “Parties”), through their attorneys, and is not an admission of liability by Defendant. The Court approved the Settlement.

What are the Settlement terms?

Defendant will pay **\$395,000.00** (the “Gross Settlement Amount”) for: (a) payment of **\$-----** to the Labor and Workforce Development Agency (“LWDA”) as its 75% share of the net amount (after deducting PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment from the Gross Settlement Amount); (b) payment of **\$-----** to Covered Employees as their 25% share of the net amount, (c) payment of PAGA Counsel Fees of **\$131,653.50** and PAGA Counsel Litigation Expenses of **\$18,133.78**; (d) litigation Enhancement Payment of **\$2,500.00** to each Plaintiff for prosecuting the Action on your and State of California’s behalf; and, (e) payment of Administration Expenses of **\$-----** to the Administrator.

All Covered Employees (including Plaintiff) are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, rights, demands, liabilities and causes of action that arose during the PAGA Period for PAGA civil penalties under the Labor Code, based on acts or omissions alleged or that could have been alleged in the Action based on the facts therein, including the facts, legal theories and allegations in the Operative Complaint in the Action and Plaintiff’s PAGA Notice to the LWDA for PAGA civil penalties, and any related attorneys’ fees, costs, or interest. This release specifically excludes any claims for civil penalties recoverable under the Labor Code that are not related to PAGA.

The “Released Parties” means: Bagatelos Glass Systems, Inc., and its current and former, direct and indirect owners, parents, subsidiaries, brother-sister companies, and all other affiliates and related entities, and each of its respective current and former owners, partners, officers, directors, managers, employees, attorneys, agents, and other related parties.

The Individual PAGA Payment to you will be classified as other miscellaneous income and will be reported on IRS Form 1099-MISC, if required.¹ Your share was calculated based on the number of pay periods you worked for Defendant during the PAGA Period.

All checks will remain valid and negotiable for one hundred eighty (180) days from the date of the check's issuance and will automatically be void if not cashed within that time. Uncashed checks will be sent to the California State Controller in the name of the Covered Employee who did not cash the check, from which the Covered Employee may claim the funds.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

¹ One hundred percent (100%) of your Individual PAGA Payment under this Settlement will be considered penalties, and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences, if any, of your individual PAGA payment. Neither Plaintiff nor Defendant have made any representations or warranties regarding the taxation of your Individual PAGA payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).