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INC., a California corporation (erroneously sued as
PORVENE DOORS, INC.)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

TERESA GARCIA, on behalf of herself and
others similarly situated,

Plaintiff,

vs.

PORVENE DOORS, INC.; WORK NOW
STAFING, LLC; and DOES 1 to 100, inclusive,

Defendants.

Case No.: CVRI2104753
Consolidated Case No.: CVRI2105728

CLASS ACTION

*[Assigned for all purposes to the Hon.
Harold W. Hopp, Dept. 1]*

**STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT**

Complaint Filed: October 14, 2021

1 This Stipulation of Class Action and PAGA Settlement (“Stipulation of Settlement” or
2 “Settlement” or “Agreement”) is made and entered into by and between Plaintiff TERESA
3 GARCIA, individually, and on behalf of all others similarly situated (“Plaintiff” or “Class
4 Representative”), and Defendant PORVENE DOORS, INC., a California corporation
5 (“Defendant” or “Porvene”). Plaintiff and Defendant are sometimes referred to herein
6 individually as a “Party” and collectively as “the Parties.”

7 THE PARTIES STIPULATE AND AGREE as follows:

8 **I. DEFINITIONS.**

9 Each of the definitions in this section, or terms otherwise defined anywhere in this
10 stipulation, are made for the purposes of this Settlement only.

11 1. “Actions” means the Class Action and PAGA Action, which were consolidated by the
12 Court’s order on February 9, 2023.

13 2. “Class” means, all current or former non-exempt employees of Porvene within the state
14 of California who worked for Porvene, whether directly or indirectly through Work Now
15 Staffing, LLC, at any time during the Class Period.

16 3. “Class Action” means the above-captioned action entitled *Garcia v. Porvene Doors, Inc.,*
17 *et al.*, Riverside County Superior Court, Case No. CVRI2104753, and is the lead case following
18 the Court’s order consolidating the Actions on February 9, 2023.

19 4. “Class Action Claims” means all claims in the Class Complaint.

20 5. “Class Complaint” means the complaint filed in the Class Action on October 14, 2021.

21 6. “Class Counsel” means Lavi & Ebrahimian, LLP.

22 7. “Class Member” means any current or former non-exempt employees of Porvene within
23 the state of California who worked for Porvene, whether directly or indirectly through Work
24 Now Staffing, LLC, at any time during the Class Period.

25 8. “Class Period” means October 14, 2017 through May 21, 2024.

26 9. “Class Release Date” means the period between October 14, 2017 through May 21,
27 2024.

28 10. “Complaints” means the Class Complaint and the PAGA Complaint.

1 11. "Covered Workweeks" means the number of weeks a Class Member worked for Porvene
2 in the State of California during the Class Period.

3 12. "Cy Pres Recipient" means the Legal Aid Society of San Bernardino, a not-for-profit
4 organization providing legal services to indigent individuals, families, and communities in the
5 Greater Riverside-San Bernardino metropolitan area.

6 13. "Defendant's Counsel" means Varner & Brandt LLP.

7 14. "Gross Settlement Amount" means Three Hundred Fifty Thousand Dollars and Zero
8 Cents (\$350,000.00) which is non-reversionary and is the maximum amount that Defendant will
9 pay under this Agreement.

10 15. "PAGA Action" means the action entitled *Garcia v. Porvene Doors, Inc.*, Riverside
11 County Superior Court, Case No. CVRI2105728, which was consolidated into the Class Action
12 following the Court's order on February 9, 2023.

13 16. "PAGA Complaint" means the complaint filed in the PAGA Action on December 20,
14 2021.

15 17. "PAGA" means the Labor Code Private Attorneys General Act of 2004 (California
16 Labor Code §§ 2698, *et seq.*)

17 18. "PAGA Allocation" means the amount of Fifteen Thousand Dollars and No Cents
18 (\$15,000.00), intended to represent all penalties under PAGA Claims, of which seventy-five
19 percent (75%), i.e., Eleven Thousand Two Hundred Fifty Dollars and No Cents (\$11,250.00),
20 will be payable to the State of California via the Labor Workforce and Development Agency,
21 and the remaining twenty-five percent (25%), i.e., Three Thousand Seven Hundred Fifty Dollars
22 and No Cents (\$3,750.00) will be distributed among all PAGA Members pursuant to pro-rata
23 formula based on PAGA Pay Periods in the PAGA Period.

24 19. "PAGA Member" or "Aggrieved Employee" means any current or former non-exempt
25 employees of Porvene within the State of California who worked for Porvene, whether directly
26 or indirectly through Work Now Staffing, LLC, at any time from October 13, 2020 through May
27 21, 2024.

28 20. "PAGA Period" means October 13, 2020 through May 21, 2024.

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21. “PAGA Release Date” means the period from October 13, 2020 through May 21, 2024.

22. “PAGA Employee” or “PAGA Employees” means all non-exempt employees of Defendant who worked for Defendant in California that worked during the PAGA Period. It is stipulated by the Parties that, for purposes of this Settlement, all PAGA Employees are “aggrieved employees” as defined pursuant to PAGA.

23. “PAGA Pay Periods” means the number of pay periods each PAGA Employee worked during the PAGA Period.

24. “PAGA Representative” means Plaintiff.

25. “Response Deadline” means the date that is 45 days from the date that Notice is mailed, plus 15 days if Notice is required to be re-mailed.

26. “Settlement Payments” means all of the payments to Settlement Class Members (the “Settlement Class Payments”) and all of the payments to PAGA Employees (the “PAGA Settlement Payments”).

II. BACKGROUND

27. On October 14, 2021, Plaintiff filed the Class Complaint in the putative Class Action alleging the following labeled causes of action: (1) Failure to Pay Wages for All Hours of Work at the Legal Minimum Wage Rate in Violation of Labor Code Sections 1194 and 1197 [Cal. Lab. Code §§ 1194 and 1197, and the Industrial Welfare Commission Wage Orders]; (2) Failure to Authorize or Permit Meal periods in Violation of Labor Code Sections 512 and 226.7 [Cal. Lab. Code §§ 512 and 226.7 and the Industrial Welfare Commission Wage Orders]; (3) Failure to Authorize or Permit Required Rest Periods in Violation of Labor Code Section 226.7 [Cal. Lab. Code §§ 226.7, 512, and the Industrial Welfare Commission Wage Orders]; (4) Failure to Timely Pay Earned Wages During employment in Violation of Labor Code Section 204 [Cal. Lab. Code § 204, and the Industrial Welfare Commission Wage Orders]; (5) Failure to Provide Complete and Accurate Wage Statements in Violation of Labor Code Section 226 [Cal. Lab. Code § 226]; (6) Failure to Pay All Wages Timely Upon Separation of Employment in Violation of Labor Code Sections 201, 202, and 203 [Cal. Lab. Code §§ 201, 202, and 203]; and (7) Unfair Business Practices, In Violation of Business And Professions Code Section 17200, et seq. [Cal.

1 Bus. & Prof. Code §§ 17200, et seq.]. In the putative Class Complaint, Plaintiff sought to
2 represent all current, former and/or future employees of Defendants who work as hourly non-
3 exempt employees, within an applicable class period.

4 28. On October 13, 2021, Plaintiff mailed a letter providing notice to the Labor and
5 Workforce Development Agency (the “LWDA”). On December 17, 2021, the administrative
6 exhaustion requirement of a period of 65 days following mailing of notice to the LWDA to file
7 a claim for civil penalties under PAGA, was met. On December 20, 2021, Plaintiff filed the
8 PAGA Complaint in the PAGA Action.

9 29. Solely for purposes of settling the Actions, the Parties and their respective counsel
10 stipulate and agree that the requisites for establishing class certification with respect to the Class
11 Members have been met and are met, specifically as follows:

- 12 a. The Class is ascertainable and so numerous as to make it impracticable to join
13 all Class Members.
- 14 b. There are common questions of law and fact to Class Members’ claims including,
15 but not limited to, the following:
 - 16 i. Whether or not Defendant paid proper wages to the Class;
 - 17 ii. Whether or not Defendant paid proper minimum wages to the Class;
 - 18 iii. Whether or not Defendant paid proper overtime wages to the Class;
 - 19 iv. Whether or not Defendant provided meal periods to the Class;
 - 20 v. Whether or not Defendant provided rest periods to the Class;
 - 21 vi. Whether or not Defendant paid proper meal or rest period premiums to
22 the Class;
 - 23 vii. Whether or not Defendant paid compensation timely throughout Class
24 Members’ employment;
 - 25 viii. Whether or not Defendant provided accurate itemized statements to the
26 Class;
 - 27 ix. Whether or not waiting-time penalties are available to Class Members
28 who are no longer employed by Defendant for violation of California

1 Labor Code section 203; and

2 x. Whether or not Defendant engaged in unlawful or unfair business
3 practices affecting the Class in violation of California Business and
4 Professions Code sections 17200 through 17208.

5 c. Plaintiff's claims are typical of the claims of the Class Members.

6 d. Plaintiff and Class Counsel will fairly and adequately protect the interests of the
7 Class.

8 e. The prosecution of separate actions by individual members of the Class would
9 create the risk of inconsistent or varying adjudications, which would establish
10 incompatible standards of conduct.

11 f. With respect to the Class, questions of law and fact common to the members of
12 the Class predominate over any questions affecting any individual member in
13 such Class, and that a class action is superior to other available means for the fair
14 and efficient adjudication of the controversy.

15 30. Should the Settlement not become effective, for whatever reason, the Parties'
16 willingness to stipulate to class certification as part of the Settlement shall have no bearing on,
17 and shall not be admissible in connection with, the issue of whether the Class Members and/or
18 the Class Claims should be certified in a non-settlement context in the Actions or in any other
19 lawsuit. Defendant expressly reserves its right to oppose claim and class certification in the
20 Actions or any other action should this Settlement not become effective.

21 31. Defendant denies any liability or wrongdoing of any kind whatsoever associated with
22 the claims alleged in the Complaints, and Defendant further denies that, for any purpose other
23 than settling the Actions, that the Actions are appropriate for class or representative treatment.
24 With respect to Plaintiff's claims, Defendant contends, among other things, that Plaintiff and
25 the Class Members have been paid proper wages, have been paid proper minimum wages, have
26 been paid proper overtime wages, have been provided meal periods or they have been made
27 available as required, have been provided rest periods or they have been authorized and
28 permitted as required, have been paid timely wages during employment, have been paid timely

1 wages upon separation of employment, and have been provided with accurate itemized wage
2 statements. Defendant contends, among other things, that it has complied at all times with the
3 California Labor Code and the applicable Wage Orders of the Industrial Welfare Commission.
4 Furthermore, with respect to all claims, Defendant contends that it has complied at all times
5 with the California Business and Professions Code.

6 32. Class Counsel has conducted a thorough investigation into the facts of the Actions,
7 including an extensive review of relevant documents, and has diligently pursued an investigation
8 of the claims of the Class and PAGA Employees against Defendant. Based on its own
9 independent investigation and evaluation, Class Counsel is of the opinion that the Settlement
10 with Defendant for the consideration and on the terms set forth in this Joint Stipulation of
11 Settlement is fair, reasonable, and adequate, and is in the best interest of the Class in light of all
12 known facts and circumstances, including the risk of significant delay, the risk the Class will
13 not be certified by the Court, defenses asserted by Defendant, and numerous potential appellate
14 issues.

15 33. The Parties agree to cooperate and take all steps necessary and appropriate to obtain
16 preliminary and final approval of this Settlement.

17 34. The Parties agree to stay all proceedings in the Action, except such proceedings
18 necessary to implement and complete the Settlement, pending the final approval hearing to be
19 conducted by the Court.

20 **III. PRIMARY TERMS OF SETTLEMENT**

21 35. It is agreed by and between Plaintiff, on behalf of herself and the Class, and Defendant
22 that the Actions and any claims, damages, or causes of action arising out of the disputes that are
23 the subject of the Actions, be settled and compromised as between the Class, Plaintiff, the State
24 of California, and Defendant, subject to the terms and conditions set forth in this Settlement and
25 the approval of the Court.

26 36. Effective Date: The effective date of the settlement ("Effective Date") will be the last
27 to occur of the following: (a) if there are no objections to the settlement, then the date of final
28 approval by the Court; (b) if there are objections to the settlement, and if an appeal, review or

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1 writ is not sought from the order granting final approval of the settlement, the 31st day after
2 service of notice of entry of the order; or (c) if an appeal, review or writ is sought from the order,
3 the day after the order is affirmed or the appeal, review or writ is dismissed or denied, and the
4 order is no longer subject to further judicial review. Prior to the effective date of the settlement,
5 Porvene will not be required to fund this settlement, in whole or in part, through the claims
6 administrator or any third party. Porvene will fund the settlement within 30 days of the Effective
7 Date, and the claims administrator will distribute all payments within 14 days of the funding
8 date.

9 37. Gross Settlement Amount: Defendant's maximum total payment under the Settlement,
10 including all attorney's fees and costs, the Class Representative Service Payment to the named
11 Plaintiff, the costs of settlement administration, the PAGA Allocation, and any other payments
12 provided by this Settlement, is Three Hundred Fifty Thousand Dollars and No Cents
13 (\$350,000.00) ("Gross Settlement Amount"), subject to the Escalator Clause and except that, to
14 the extent that any portion(s) of the Settlement Class Payments constitute wages, Defendant will
15 be separately responsible for any employer payroll taxes required by law, including the
16 employer FICA, FUTA, and SDI contributions, if any. At no time, for any reason whatsoever,
17 shall Porvene be required to contribute additional funds to the amount currently designated as
18 the Gross Settlement Amount (except the employer-side payroll taxes and pursuant to the
19 Escalator Provision). Any balance remaining from the Gross Settlement Amount shall be
20 transmitted to the *Cy Pres* designee – Legal Aid Society of San Bernardino – in the name of the
21 Class Members who failed to cash their checks.

22 38. Escalator Clause: Defendant represents that there are approximately one-hundred fifty-
23 nine (159) Class Members as of March 22, 2024, and Defendant estimates 17,500 workweeks
24 worked by Class Members. Should the qualifying Workweeks worked by Class Members during
25 the Class Period ultimately increase by more than 10% (i.e., by more than 1,750 workweeks),
26 Porvene shall increase the Gross Settlement Amount on a pro-rata basis equal to the percentage
27 increase in the number of Workweeks worked by the Class Members beyond 10%. For example,
28 if the Workweeks increases by 13%, the Gross Settlement Amount will increase by 3% (the

1 “Escalator Provision”).

2 39. Non-reversionary Settlement: No portion of the Gross Settlement Amount will revert to
3 Defendant.

4 40. No Claims Required: Class Members will not be required to submit a claim to receive
5 their Settlement payment.

6 41. Net Settlement Amount: The Net Settlement Amount shall be calculated by deducting
7 from the Gross Settlement Amount (\$350,000.00) the following sums, subject to approval by
8 the Court: (1) Class Counsel attorney’s fees on up to One Third (1/3) of the Gross Settlement
9 Amount (i.e., One Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven
10 Cents (\$116,666.67); (2) reasonable litigation costs of Class Counsel (not to exceed Seventeen
11 Thousand Dollars and No Cents (\$17,000.00)); (3) the Class Representative Service Payment
12 (not to exceed seven thousand five hundred dollars and no cents (\$7,500.00)) to the named
13 Plaintiff; (4) the PAGA Allocation of Fifteen Thousand Dollars and Zero Cents (\$15,000.00);
14 and (5) costs of settlement administration (estimated not to exceed nine thousand dollars and no
15 cents (\$9,000.00)).

16 42. Settlement Class Payments: The Settlement Administrator will calculate the amounts to
17 be distributed to each Class Member as a settlement class payment based on the Class Data
18 (each, a “Class Payment”). Class Payments will be calculated on a pro rata basis and be equal
19 to value obtained by (i) dividing the number of qualifying Workweeks worked by a given Class
20 Member by the total number of qualifying Workweeks worked by the Class, and then (ii)
21 multiplying the foregoing result by the Net Settlement Amount.
$$[[\text{Workweeks worked by a Class Member}] \div [\text{Total Covered Workweeks worked by all Class Members}]] \times [\text{Net Settlement Amount}] = \text{individual Class Payment for a Class Member.}$$
 The estimated amount of each Class
22 Payment, the manner it was arrived t (i.e., the calculation), and procedures to dispute the number
23 of workweeks worked by a given Class Member will be included on Notices sent to Class
24 Members.
25
26

27 43. Payroll Taxes and Required Withholdings: The Parties Agree that twenty percent (20%)
28 of the payments to Class Members will be classified as taxable wages (the “Wage Portion”) and

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eighty percent (80%) as nontaxable penalties and interest (the “Non-Wage Portion”). To the extent that any of the portions of the Net Settlement Amount constitute wages, Defendant will be solely responsible for any employer payroll taxes, including the employer FICA, FUTA, and SDI contributions on the Wage Portion. The Settlement Administrator will calculate and submit the Defendant’s employer share of payroll taxes after advising Defendant of the total amount owed, in aggregate, as employer-side payroll taxes (“Payroll Taxes”). Defendant will pay the Payroll Taxes in a lump sum to the Settlement Administrator when the Gross Settlement Amount is delivered to the Settlement Administrator. For the avoidance of doubt, except as provided in Paragraphs 37 and 38 above (Payroll Taxes and Escalator Provision), Defendant’s maximum total liability under the Settlement will not exceed Three Hundred Fifty Thousand Dollars and No Cents (\$350,000.00).

44. Settlement Class Payments: Settlement Class Payments, which shall exclude PAGA Payments, will be paid out of the Net Settlement Amount. Each Settlement Class Member will be paid a pro-rata share of the Net Settlement Amount as calculated by the Settlement Administrator. The pro-rata share will be determined by comparing the individual Settlement Class Member’s Covered Workweeks employed during the Class Period in California to the total Covered Workweeks of all the Settlement Class Members during the Class Period as follows:
$$\frac{[\text{Workweeks worked by a Settlement Class Member}]}{[\text{Sum of all Covered Workweeks worked by all Settlement Class Members}]} \times [\text{Net Settlement Amount}] = \text{individual Settlement Payment for a Settlement Class Member.}$$
 Settlement Class Payments in the appropriate amounts will be distributed by the Settlement Administrator by mail to the Settlement Class Members. Uncashed, unclaimed, or abandoned checks shall be transmitted by the Settlement Administrator to the *Cy Pres* designee – Legal Aid Society of San Bernardino. .

45. PAGA Payments: PAGA Settlement Payments will be paid out of the PAGA Allocation deducted from the Gross Settlement Amount after the PAGA Penalty Amount of Eleven Thousand Two Hundred Fifty Dollars and Zero Cents (\$11,250.00) (75% of the PAGA Allocation) is paid to the LWDA. Each PAGA Employee will be paid a pro-rata share of the PAGA Settlement Payment of Three Thousand Seven Hundred Fifty Dollars and Zero Cents

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1 (\$3,750.00), as calculated by the Settlement Administrator (each an “Individual PAGA
2 Settlement Payment”). Class Members who are PAGA Employees will not be permitted to
3 exclude themselves from this portion of the Settlement. Each PAGA Employee’s Individual
4 PAGA Settlement Payment will be determined by comparing the individual PAGA Employee’s
5 PAGA Pay Periods during the PAGA Period to the total PAGA Pay Periods of all the PAGA
6 Employees during the PAGA Period as follows: $[[\text{PAGA Pay Periods worked by a PAGA Employee}] \div [\text{Sum of all PAGA Pay Periods worked by all PAGA Employees}]] \times [\text{PAGA Settlement Payment}] = \text{individual PAGA Employee’s portion of the PAGA Settlement Payment}$.
7
8 PAGA Settlement Payments to PAGA Employees in the appropriate amounts will be distributed
9 by the Settlement Administrator by mail to the PAGA Employees at the same time Settlement
10 Class Payments issue to the Settlement Class. Uncashed, unclaimed, or abandoned Individual
11 PAGA Settlement Payment checks shall be transmitted by the Settlement Administrator to the
12 *Cy Pres* designee – Legal Aid Society of San Bernardino – in the name of the PAGA Employees
13 who failed to cash their checks. The Settlement Administrator will send the PAGA Penalty
14 Payment to the LWDA at the same time the Settlement Administrator sends Settlement
15 Payments to the Settlement Class and PAGA Settlement Payments to the PAGA Employees.
16

17 46. Allocation of Settlement Payments: The Parties have agreed that Settlement Class
18 Payments will be allocated as follows: twenty percent (20%) to wages and eighty percent (80%)
19 to penalties and interest. The PAGA Settlement Payments will be entirely allocated to penalties.
20 Appropriate federal, state, and local withholding taxes will be taken out of the wage allocations,
21 and each Settlement Class Member will receive an IRS Form W-2 with respect to this portion
22 of the Settlement Class Payment. Each Settlement Class Member’s share of payroll taxes and
23 other required withholdings will be remitted by the Settlement Administrator to the appropriate
24 taxing authorities as set forth above, along with Defendant’s employer portion of FICA, FUTA,
25 and SDI contributions, based on the payment of claims to the Settlement Class Members. IRS
26 Forms 1099 will be issued by the Settlement Administrator to each Settlement Class Member
27 and PAGA Employee reflecting the payments for penalties and interest. Settlement Class
28 Members and PAGA Employees are responsible to pay appropriate taxes due on the Settlement

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1 Class Payments and PAGA Settlement Payments they receive. To the extent required by law,
2 IRS Forms 1099 and W-2 will be issued to each Settlement Class Member and PAGA Employee
3 with respect to such payments.

4 47. Attorney's Fees and Costs: Subject to approval by the Court, Defendant will not object
5 to Class Counsel's application for attorney's fees not to exceed one third (1/3) of the Gross
6 Settlement Amount, or One Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and
7 Sixty-Seven Cents (\$116,666.67) and reimbursement of litigation costs and expenses up to
8 Seventeen Thousand Dollars and No Cents (\$17,000.00).

9 48. Class Representative Service Payment: Subject to Court approval, and in exchange for
10 a general release, Defendant will not object to Class Counsel's application for an additional
11 payment of up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff
12 for service as a Class Representative ("Class Representative Service Payment"). It is understood
13 that the Class Representative Service Payment is in addition to the individual Settlement
14 Payment and individual PAGA Payment to which the Plaintiff and Class Representative is
15 entitled.

16 49. The Settlement Administrator will issue an IRS Form 1099 for the Class Representative
17 Service Payment to the Plaintiff. The Plaintiff will be individually responsible for correctly
18 characterizing this compensation on personal income tax returns for tax purposes and for paying
19 any taxes on the amounts received. Should the Court approve a Class Representative Service
20 Payment in an amount less than that set forth above, the difference between the lesser amount(s)
21 approved by the Court and the Class Representative Service Payment amount(s) set forth above
22 shall be added to the Net Settlement Amount.

23 50. Settlement Administrator: The Settlement Administrator will be Phoenix Settlement
24 Administrators, or such other administrator as may be mutually agreeable to the Parties and
25 approved by the Court. Settlement Administration Costs are estimated not to exceed nine
26 thousand dollars and no cents (\$9,000.00). The costs of the Settlement Administrator for work
27 done shall be paid regardless of the outcome of this Settlement. If the Settlement does not
28 become final and effective, the cost of the Settlement Administrator will be shared equally by

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1 Plaintiff and Defendant.

2 51. Funding of Gross Settlement Amount: Defendant will fund the Gross Settlement
3 Amount and any employer payroll taxes by transmitting the funds to the Settlement
4 Administrator within thirty (30) days of the Effective Date.

5 52. Mailing of Settlement Payments: The Settlement Administrator shall cause all payments
6 to be mailed to within fourteen (14) days of the date Defendant fully funds the Gross Settlement
7 Amount and any employer payroll taxes.

8 53. Notice of Settlement: Each Class Member will be mailed a notice setting forth the
9 material terms of the proposed Settlement, along with instructions about how to object or request
10 exclusion from the proposed Settlement ("Notice"). For each Class Member and PAGA
11 Employee, there will be pre-printed information on the mailed Notice, based on Defendant's
12 records, stating the Class Member's Covered Workweeks during the Class Period, PAGA Pay
13 Periods during the PAGA Period, and the estimated total Settlement Payment under the
14 Settlement, including the Settlement Class Payment and the PAGA Settlement Payment. As
15 discussed below, the PAGA Settlement Payment will be distributed irrespective of any opt-out,
16 objection, or exclusion request. The pre-printed information based on Defendant's records shall
17 be presumed to be correct. A Class Member may dispute the pre-printed information on the
18 Notice as to such Class Member's Covered Workweeks during the Class Period or PAGA Pay
19 Periods during the PAGA Period. A Class Member must submit any dispute regarding the
20 information on the Notice as to such Class Member's Covered Workweeks or PAGA Pay
21 Periods within the Response Deadline. Unless a disputing Class Member submits documentary
22 evidence in support of such Class Member's dispute, the records of the Defendant will be
23 determinative.

- 24 a. Objection Form: Each Notice will include an Objection Form which will: (i)
25 instruct the objecting class member that the objection must be mailed or delivered
26 to the Settlement Administrator, (ii) state the name and address of the Settlement
27 Administrator, and (iii) state the date by which the objection must be mailed or
28 otherwise delivered. The information required to be provided by an objecting

1 Class Member on the objection form will not exceed the minimum information
2 necessary to (x) identify the objector as a person entitled to object to the
3 settlement, (y) describe the nature of and basis for the objection, and (z) contact
4 the objector to clarify any uncertainties.

- 5 b. Exclusion Form: Each Notice will include an Exclusion Form which will: (i)
6 instruct the Class Member seeking exclusion that the exclusion form must be
7 mailed or delivered to the Settlement Administrator, (ii) state the name and
8 address of the Settlement Administrator, and (iii) state the date by which the
9 exclusion form must be mailed or otherwise delivered. The information required
10 to be provided by a Class Member on the Exclusion Form will not exceed the
11 minimum information necessary to (x) identify the person as a Class Member
12 and (y) contact the person to clarify any uncertainties. The Exclusion Form will,
13 separately from the Notice, indicate/reiterate that exclusion from the class
14 settlement will not result in exclusion from the PAGA settlement.

15 54. Settlement Notice Language: The Notice will be issued in English and Spanish. If there
16 is any ambiguity between the English and Spanish translation, the English version will be
17 controlling.

18 55. Class Members Cannot Exclude Themselves from the Released PAGA Claims: Class
19 Members submitting a Request for Exclusion will nevertheless receive their pro-rata share of
20 the PAGA Settlement Payment. If the Court approves the compromise of the PAGA Claim, all
21 Class Members are bound by the Court's resolution of that Claim. Plaintiff shall serve a notice
22 of settlement on the LWDA at or before the time Plaintiff files the motion for preliminary
23 approval and provide proof of submission to the Court.

24 56. Resolution of Workweek Disputes: If a Class Member disputes the accuracy of
25 Defendant's records used to calculate Covered Workweeks or PAGA Pay Periods, and the
26 Parties' counsel cannot resolve the dispute informally, the matter will be referred to the
27 Settlement Administrator. The Settlement Administrator will review Defendant's records and
28 any information or documents submitted by the Class Member and issue a non-appealable

1 decision regarding the dispute. The Class Member must submit information or documents
2 supporting such Class Member's position to the Settlement Administrator prior to the expiration
3 of the Response Deadline. Information or documents submitted after the expiration of the
4 Response Deadline will not be considered by the Settlement Administrator, unless otherwise
5 agreed to by the Parties.

6 57. Right of Class Member to Request Exclusion from the Settlement: Any Class Member
7 may request to be excluded from the Settlement Class by mailing a "Request for Exclusion"
8 from the Settlement within the Response Deadline. This may be accomplished by the Exclusion
9 Form, or by any other mailing which includes minimum necessary information included on the
10 Exclusion Form, provided it comports with the terms of the Notice.

11 58. Any Class Member who timely requests exclusion in compliance with these
12 requirements: (i) shall not have any rights under this Settlement other than a right to receive a
13 pro-rata share of the PAGA Settlement Payment if the Class Member is also a PAGA Employee;
14 (ii) shall not be entitled to receive any Settlement Payments under this Settlement other than as
15 stated herein; and (iii) shall not be bound by this Settlement or the Court's order and final
16 judgment on this Settlement other than as it applies to the PAGA Complaint.

17 59. Right of Settlement Class Member to Object to The Settlement: Any Settlement Class
18 Member may object to the Settlement. To object, the Settlement Class Member may (1) appear
19 at the final approval hearing to be conducted by the Court, remotely or in person, to explain any
20 objection, (2) have an attorney object for the Settlement Class Member, or (3) submit an
21 Objection Form, simple written brief, or statement of objection to the Settlement Administrator.
22 If any Settlement Class Member chooses to submit a written objection, the written objection
23 should contain sufficient information to confirm the identity of the objector and the basis of the
24 objection, including: (1) the full name of the Settlement Class Member; (2) the signature of the
25 Settlement Class Member; (3) the grounds for the objection; and (4) be postmarked within the
26 Response Deadline to permit adequate time for processing and review by the Parties of the
27 written statement or objection. Class Counsel shall ensure that any written objections are
28 transmitted to the Court for the Court's review (either by Class Counsel or as an attachment to

1 a declaration from the Settlement Administrator). Regardless of the form, an objection alone
2 will not satisfy the requirement that a Settlement Class Member must either make a timely
3 complaint in intervention before final judgment or by filing a motion to set aside and vacate the
4 class judgment under Code of Civil Procedure section 663, to have standing to appeal entry of
5 judgment approving this Settlement, as is required under the California Supreme Court decision
6 of *Hernandez v. Restoration Hardware* (2018) 4 Cal. 5th 260. A Settlement Class Member who
7 does not object prior to or at the final approval hearing to be conducted by the Court will be
8 deemed to have waived any objections and will be foreclosed from making any objections
9 (whether at the final approval hearing to be conducted by the Court, by appeal, or otherwise) to
10 the Settlement. If the objecting Settlement Class Member does not formally intervene in the
11 action or move to set aside any judgment and/or the Court rejects the Settlement Class Member's
12 objection, the Settlement Class Member will still be bound by the terms of this Agreement and
13 the Settlement. Class Counsel and Defendant's Counsel may, at least five (5) days (or some
14 other number of days as the Court shall specify) before the final approval hearing, file responses
15 to any written objections submitted to the Court.

16 60. Defendant Opt-Out. If five percent (5%) or more of the Class Member opt-out of this
17 settlement, Defendant will have the option to cancel this Settlement. Defendant and Plaintiff,
18 and their respective counsel, agree that none of them will take any steps to encourage Class
19 Members to opt out of the settlement.

20 **IV. THE SETTLEMENT ADMINISTRATOR'S PRIMARY DUTIES**

21 61. Subject to the Court's approval, and subject to reconsideration by the Parties after a
22 competitive bidding process, the Parties have agreed to the appointment of Phoenix Settlement
23 Administrators to perform the customary duties of Settlement Administrator. The Settlement
24 Administrator will mail the Notice, both in English and Spanish, to the Class Members.

25 62. The Settlement Administrator will independently review the Covered Workweeks and
26 PAGA Pay Periods attributed to each Class Member and PAGA Employee and will calculate
27 the estimated amounts due to each Class Member and the actual amounts due to each Settlement
28 Class Member and PAGA Employee in accordance with this Settlement. The Settlement

1 Administrator shall report, in summary or narrative form, the substance of its findings. The
2 Settlement Administrator shall be granted reasonable access to Defendant's records in order to
3 perform its duties.

4 63. In accordance with the terms of this Settlement, and upon receipt of Gross Settlement
5 Amount from Defendant, the Settlement Administrator will issue and send out the Settlement
6 Payment checks to the Settlement Class Members and the PAGA Settlement Payments to the
7 PAGA Employees. Tax treatment of the Class Settlement Payments and PAGA Settlement
8 Payments will be as set forth herein, and in accordance with state and federal tax laws. All
9 disputes relating to the Settlement Administrator's performance of its duties shall be referred to
10 the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of
11 this Settlement until all payments and obligations contemplated by this Settlement have been
12 fully carried out.

13 64. The Settlement Administrator will post the final judgment approving the Settlement on
14 a website maintained by the Settlement Administrator for a period of not less than ninety (90)
15 days after the final judgment is entered. The address of that website will be included in the
16 Notice.

17 **V. THE NOTICE PROCESS**

18 65. A Notice in approximately the form attached hereto as **Exhibit "A,"** and as approved by
19 the Court, shall be sent by the Settlement Administrator to the Class Members by first class
20 mail. The Notice shall be translated into Spanish so that Spanish and English language versions
21 of the Notice are included in the mailing.

22 66. Within fourteen (14) days from the date of preliminary approval of this Settlement by
23 the Court, Defendant shall provide to the Settlement Administrator a class database containing
24 the following information for each Class Member: (1) name; (2) last known address; (3) social
25 security number; and (4) dates of employment at Defendant's locations in California. This
26 database shall be based on Defendant's payroll and other business records and shall be provided
27 in a reasonable format to the Settlement Administrator. Defendant agrees to consult with the
28 Settlement Administrator prior to the production date to ensure that the format will be acceptable

1 to the Settlement Administrator. The Settlement Administrator will run a check of the Class
2 Members' addresses against those on file with the U.S. Postal Service's National Change of
3 Address List; this check will be performed only once per Class Member by the Settlement
4 Administrator. Absent mutual written agreement of counsel for the Parties or Court order, the
5 Settlement Administrator will keep this database confidential from third parties and secure and
6 use it only for the purposes described herein, and will return this database to Defendant upon
7 final approval of the settlement or destroy electronic records containing the database after the
8 Settlement is final and all payments are distributed as required under this Agreement.

9 67. Within fourteen (14) days after the Class database is provided to the Settlement
10 Administrator, the Settlement Administrator will mail the Notices to the Class Members by First
11 Class United States mail. The Settlement Administrator will conduct one National Change of
12 Address search for Class Members and PAGA Employees before the mailing and update any
13 addresses for Class Members accordingly.

14 68. Notices returned to the Settlement Administrator as non-deliverable on or before the
15 initial Response Deadline shall be resent to the forwarding address, if any, on the returned
16 envelope. A returned Notice will be forwarded by the Settlement Administrator any time that a
17 forwarding address is provided with the returned mail. If there is no forwarding address, the
18 Settlement Administrator will conduct a Skip Trace to attempt to identify the address of such
19 Class Member. In any instance where a Notice is re-mailed, that Class Member will have an
20 additional 15 days for their Response Deadline as described above to submit objections or
21 request exclusion. A letter prepared by the Settlement Administrator will be included in the re-
22 mailed Notice in that instance, stating the extended Response Deadline. Upon completion of
23 these steps by the Settlement Administrator, Defendant and the Settlement Administrator shall
24 be deemed to have satisfied their obligations to provide the Notice to the affected Class Member.
25 The affected Class Member shall remain a member of the Settlement Class and shall be bound
26 by all the terms of the Settlement and the Court's Order and Final Judgment.

27 69. Class Counsel shall provide to the Court, at least sixteen (16) days prior to the final
28 approval hearing, or such other date as set by the Court, a declaration by the Settlement

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1 Administrator of due diligence and confirming mailing of the Notices.

2 **VI. DISPOSITION OF SETTLEMENT PAYMENTS AND UNCASHED CHECKS**

3 70. As set forth above, each Settlement Class Member will have until the expiration of the
4 applicable Response Deadline to submit to the Settlement Administrator any challenge or
5 dispute to the Settlement Class Member's Covered Workweek information on the Notice. No
6 disputes will be honored if they are submitted after the Response Deadline, unless the Parties
7 mutually agree to accept the untimely dispute. Each Settlement Class Member is responsible to
8 maintain a copy of any documents sent to the Settlement Administrator and a record of proof of
9 mailing.

10 71. The Settlement Administrator shall cause the Settlement Payments to be mailed to the
11 Settlement Class Members and PAGA Employees as provided herein. Settlement Class
12 Payments and PAGA Settlement Payments may be combined into one check. Settlement
13 Payment checks shall remain valid and negotiable for one-hundred-eighty (180) days from the
14 date of their issuance. Settlement Payment checks will automatically be cancelled by the
15 Settlement Administrator if they are not cashed by the Settlement Class Member within that
16 time, and the Settlement Class Member's relevant claims will remain released by the Settlement.
17 Settlement Payment checks which have expired will not be reissued.

18 72. Funds from uncashed or abandoned Settlement Class Payment checks or PAGA
19 Settlement Checks, based on a one-hundred eighty (180)-day void date, shall be transmitted by
20 the Settlement Administrator to the *Cy Pres* designee – Legal Aid Society of San Bernardino –
21 in the name of the Class Members who failed to cash their checks. Consistent with the purpose
22 of California Code of Civil Procedure § 384, Legal Aid Society of San Bernardino was elected
23 because of its mission is to provide equal access to justice by offering legal education, counsel,
24 and advocacy services for those in need, irrespective of their financial capabilities. The Parties,
25 Class Counsel, and Defense Counsel represent, by their signatures hereon, that they have no
26 interest or relationship, financial or otherwise, with the intended *Cy Pres* designee. In such
27 event, the Class Members and PAGA Employees shall nevertheless remain bound by the
28 Settlement. The Settlement Administrator will transmit these funds to the Legal Aid Society of

San Bernardino only following an amended judgment by the Court directing the Settlement Administrator to do so.

73. Upon completion of its calculation of Settlement Class Payments and PAGA Settlement Payments, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a report listing the amounts of all payments to be made to Class Members (to be identified anonymously by employee number or other identifier). A declaration attesting to completion of all payment obligations will be provided to Class Counsel and Defendant's Counsel and filed with the Court by Class Counsel.

VII. RELEASE BY THE PLAINTIFF AND BY THE CLASS AND PAGA EMPLOYEES

74. Release by Class Members. Upon the final approval by the Court of this Settlement and Defendant's payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representative, the Class and each Class Member will release, on behalf of such Class Member and such Class Member's heirs and assigns, unless such Class Member has submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases Releasees from the following claims for the entire Class Period:

- a. Any and all claims stated in the Complaints, or that could have been stated based on the facts alleged therein, including but not limited to all state wage and hour claims (including all claims under the California Labor Code) for unpaid wages, minimum wage, overtime, off-the-clock work, meal periods, rest periods, wage statement violations, interest, penalties, and attorneys' fees, waiting time penalties, withholding from wages and the related provisions of the Labor Code including but limited to Labor Code §§ 201, 202, 203, 204, 218.6, 226, 226.7, 512, 1194, 1194.2, and 1197, derivative claims under the PAGA, California Business & Professions Code section 17200 et seq., all claims under the governing Industrial Welfare Commission Wage Order ("Released Claims"), and/or which are alleged in the Complaints;

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b. Identity of Released Parties. The released parties are Defendant, Work Now Staffing, LLC, and each of their officers, directors, employees, and agents (collectively “Releasees”).

c. Date Release Becomes Active. The Released Claims and Released PAGA Claims will be released upon the later of (1) the Settlement’s Effective Date, or (2) the satisfaction of Defendant’s obligation to provide to the Settlement Administrator a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement and the Order and Judgment of final approval. Class Members will not release the Released Claims until both the Effective Date of the Settlement has occurred, and Defendant has paid all amounts owing under the Settlement.

75. PAGA Claims Released by Plaintiff. Plaintiff releases all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff’s pre-filing letter to the LWDA; Plaintiff does not release any aggrieved employee’s claim for wages or damages (“Released PAGA Claims”).

76. Release by Plaintiff and Class Representative. Upon the final approval by the Court of this Settlement and Defendant’s payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this Settlement, the Plaintiff, will release claims as follows:

a. The Plaintiff hereby fully and finally releases and discharges the Releasees (defined in Paragraph 74(b), above) from any and all of the Released Claims (defined in Paragraph 74(a), above) and from any and all other claims, charges, complaints, liens, demands, agreements, contracts, covenants, actions, suits, causes of action, penalties, wages, obligations, debts, expenses, damages, attorneys’ fees, costs, judgments, orders, and liabilities of whatever kind or nature in law, equity, or otherwise, known or unknown, suspected or unsuspected, that the Plaintiff had, now has, or may hereafter claim to have against the Released Parties arising out of, or relating in any way to, the

1 Plaintiff's hiring by, employment with, separation of employment with, or any
2 other transactions, occurrences, acts or omissions or any loss, damage or injury
3 whatsoever, known or unknown, suspected or unsuspected, resulting from any
4 act or omission by or on the part of any Released Party (the "Class
5 Representative's Released Claims"), arising or accruing from the beginning of
6 time up through the date of the final approval order and judgment issued by the
7 Court ("Class Representative Released Period"). The Class Representative's
8 Released Claims include, but are not limited to, claims arising from or dependent
9 on the California Labor Code; the Wage Orders of the California Industrial
10 Welfare Commission; California Business and Professions Code section 17200
11 et seq.; the California Fair Employment and Housing Act, Cal. Gov't Code
12 section 12900 et seq.; the California Healthy Workplaces, Healthy Families Act,
13 Cal. Labor Code section 245 et seq., the California common law of contract and
14 tort; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities
15 Act, 42 U.S.C. § 12101 et seq.; the Employee Retirement Income Security Act
16 of 1974, 29 U.S.C. § 1001 et seq.; the Fair Labor Standards Act, 29 U.S.C. § 201
17 et seq., the Portal to Portal Act, 29 U.S.C. § 251 et seq., and the Families First
18 Coronavirus Response Act.

19 b. The Plaintiff also acknowledges that she has read Section 1542 of the Civil Code
20 of the State of California, which provides as follows:

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

27 c. The Plaintiff further warrants that Plaintiff understands that Section 1542 gives
28 Plaintiff the right not to release existing claims of which Plaintiff is not now

1 aware, unless she voluntarily chooses to waive this right. Having been so
2 apprised, Plaintiff shall nevertheless voluntarily waive the rights described in
3 Section 1542, and elects to assume all risks and to release the claims set forth in
4 Paragraph 74(a) above, that now exist in Plaintiff's favor, whether known or
5 unknown.

6 **VIII. MISCELLANEOUS PROVISIONS**

7 77. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement
8 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
9 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
10 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
11 process.

12 78. **Interpretation of the Agreement.** This Agreement constitutes the entire
13 agreement between Plaintiff and Defendant. Except as expressly provided herein, this
14 Agreement has not been executed in reliance upon any other written or oral representations or
15 terms, and no such extrinsic oral or written representations or terms shall modify, vary or
16 contradict its terms. In entering into this Agreement, the Parties agree that this Agreement is to
17 be construed according to its terms and may not be varied or contradicted by extrinsic evidence.
18 The Agreement will be interpreted and enforced under the laws of the State of California, both
19 in its procedural and substantive aspects, without regard to its conflict of laws provisions. Any
20 claim arising out of or relating to the Agreement, or the subject matter hereof, will be resolved
21 solely and exclusively in the Superior Court of the State of California for the County of Riverside,
22 and Plaintiff and Defendant hereby consent to the personal jurisdiction of the Court over them
23 solely in connection therewith. Plaintiff, on their own behalf and on behalf of others similarly
24 situated, and Defendant participated in the negotiation and drafting of this Agreement and had
25 available to them the advice and assistance of independent counsel. Therefore, any rule of
26 construction that resolves ambiguities against drafting parties, shall not operate with respect to
27 this Agreement.

28 79. The terms and conditions of this Agreement constitute the exclusive and final

1 understanding and expression of all agreements between Plaintiff and Defendant. The
2 Agreement may be modified only by a writing signed by counsel for all Parties or their
3 successors-in-interest.

4 80. **Further Cooperation.** Plaintiff and Defendant and their respective attorneys
5 shall proceed diligently to prepare and execute all documents, to seek Approval from the Court,
6 and to do all things reasonably necessary or convenient to consummate the Agreement as
7 expeditiously as possible.

8 81. **Confidentiality of Documents.** Plaintiff and the Settlement Administrator, shall
9 maintain the confidentiality of all documents, deposition transcripts, declarations and other
10 information obtained in the lawsuit, unless necessary for appeal or such documents are ordered
11 to be disclosed by the Judge or by a subpoena. Plaintiff shall instruct Class Counsel to abide by
12 this Paragraph 81.

13 82. **Counterparts.** The Agreement may be executed in one or more actual or non-
14 original counterparts, all of which will be considered one and the same instrument and all of
15 which will be considered duplicate originals.

16 83. **Authority.** Each individual signing below warrants that he or she has the authority
17 to execute this Agreement on behalf of the party for whom or which that individual signs.

18 84. **Force Majeure.** The failure of any party to perform any of its obligations
19 hereunder shall not subject such party to any liability or remedy for damages, or otherwise, where
20 such failure is occasioned in whole or in part by acts of God, fires, accidents, earthquakes, other
21 natural disasters, explosions, floods, wars, interruptions or delays in transportation, power
22 outages, labor disputes or shortages, shortages of material or supplies, governmental laws,
23 restrictions, rules or regulations, sabotage, terrorist acts, acts or failures to act of any third parties,
24 or any other similar or different circumstances or causes beyond the reasonable control of such
25 party.

26 85. **Deadlines Falling on Weekends or Holidays.** To the extent that any deadline set
27 forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be
28 continued until the following business day.

87. **Defendant's Fees and Costs.** All of Defendant's own legal fees, costs and expenses incurred in this Action shall be borne by Defendant.

Plaintiff

Defendant

8-1-24

MFStaffel

Its:

LAVI & EBRAHIMIAN, LLP

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.

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Cassandra A. Castro, Esq.
Malcolm E. Clayton, Esq.
Attorneys for Plaintiff
TERESA GARCIA, on behalf of herself and all
others

DATED: 8/1/2024

VARNER & BRANDT LLP

By: 
Richard D. Marca, Esq.
Matthew B. Neufeld, Esq.
Attorneys for Defendant
PORVENE DOORS, INC., a California
corporation

EXHIBIT A

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

Garcia v. Porvene Doors, Inc., Riverside Superior Court, Case No. CVRI2104753

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against Porvene Doors, Inc. ("Company") for alleged wage and hour violations. The Action was filed by a former employee ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of hourly non-exempt employees ("Class Members") who worked for the Company during the Class Period (10/14/2017 – 5/21/2024) and (2) penalties under the California Private Attorneys General Act ("PAGA") for all hourly non-exempt employees who worked for the Company during the PAGA Period (10/13/2020 – 5/21/2024) ("Aggrieved Employees").

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

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

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

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires the Company to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against the Company.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating

Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against the Company.

- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against the Company, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against the Company that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. The Company must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the	The Court's Final Approval Hearing is scheduled to take

_____ Final Approval Hearing	place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to the Company's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff was an hourly non-exempt employee of the Company during the Class Period. The Action accuses the Company of violating California labor laws by failing to pay overtime wages, minimum wages, and wages due upon separation of employment, failing to timely pay earned wages, failing to provide meal periods or rest breaks, failing to provide accurate itemized wage statements, and unfair business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Joseph Lavi, Vincent C. Granberry, Cassandra A. Castro, Malcolm E. Clayton ("Class Counsel.")

The Company strongly denies violating any laws or failing to pay any wages and contends they complied with all applicable laws.

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

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

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) the Company has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court

preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- a. The Company Will Pay \$350,000.00 as the Gross Settlement Amount (“Gross Settlement Amount”). The Company has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, the Company will fund the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- b. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - i. Up to \$116,666.67 (one-third of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$17,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - ii. Up to \$7,500.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - iii. Up to \$9,000.00 to the Administrator for services administering the Settlement.
 - iv. Up to \$15,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
- c. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- d. Taxes Owed on Payments to Class Members. Plaintiff and the Company are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. The Company will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the

Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

- e. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to the *Cy Pres* designee – Legal Aid Society of San Bernardino – in your name.
- f. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against the Company.
- g. You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against the Company based on the PAGA Period facts alleged in the Action.
- h. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and the Company have agreed that, in either case, the Settlement will be void: the Company will not pay any money and Class Members will not release any claims against the Company.
- i. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
- j. Participating Class Members' Release. After the Judgment is final and the Company has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Company

or related entities for wages based on the Class Period facts as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint including but not limited to all state wage and hour claims (including all claims under the California Labor Code) for unpaid wages, minimum wage, overtime, off-the-clock work, meal periods, rest periods, wage statement violations, interest, penalties, and attorneys' fees, waiting time penalties, withholding from wages and the related provisions of the Labor Code including but limited to Labor Code §§ 201, 202, 203, 204, 218.6, 226, 226.7, 512, 1194, 1194.2, and 1197, derivative claims under the PAGA, California Business & Professions Code section 17200 et seq., all claims under the governing Industrial Welfare Commission Wage Order. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- k. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and the Company have paid the Gross Settlement Amount (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against the Company, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against the Company or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees 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 for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice including but not limited to all state wage and hour claims (including all claims under the California Labor Code) for unpaid wages, minimum wage, overtime, off-the-clock work, meal periods, rest periods, wage statement violations, interest, penalties, and attorneys' fees, waiting time penalties, withholding from wages and the related provisions of the Labor Code including but limited to Labor Code §§ 201, 202, 203, 204, 218.6, 226, 226.7, 512, 1194, 1194.2, and 1197, derivative claims under the PAGA, California Business & Professions Code section 17200 et seq., all claims under the governing Industrial Welfare Commission Wage Order.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- a. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$3,750.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
- c. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in the Company's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept the Company's calculation of Workweeks and/or Pay Periods based on the Company's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and the Company's counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- a. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- b. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Garcia v. Porvene Doors, Inc.*, Case No. CVRI2104753 and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the

request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and the Company are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ or the Court's website _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Garcia v. Porvene Doors, Inc. Corporation*, and include your name, current address, telephone number, and approximate dates of employment for the Company and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in _____. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via _____.

Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything the Company and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____'s website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to _____ and entering the Case Number for the Class Action, Case No. CVRI2104753. You can also make an appointment to personally review court documents in the Clerk's Office at the Riverside Courthouse by calling _____.

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

Settlement Administrator:

Name:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. After the void date, your check will be automatically cancelled, and the monies will be transmitted to the Cy Pres designee – Legal Aid Society of San Bernardino – in your name.

11. WHAT IF I CHANGE MY ADDRESS?

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