

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Alexandra R. McIntosh (SBN 320904)
amcintosh@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

OCTAVIO A. FLORES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

TWIN EAGLES, INC., a California corporation;
DOMETIC CORPORATION, a Delaware
corporation; and DOES 1 through 100,

Defendants.

Case No.: 22STCV14710

*[Assigned for all purposes to the Hon. Stuart
M. Rice, Dept. 1]*

**DECLARATION OF SEAN M.
BLAKELY IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: April 30, 2024
Time: 10:30 a.m.
Dept.: 1

Action Filed: May 3, 2022
Trial Date: None Set

1 I, SEAN M. BLAKELY, declare as follows:

2 1. I am a Partner at Haines Law Group, APC, and counsel for the named Plaintiffs
3 Octavio A. Flores, Jose Calles, Kelvin Mondragon Contreras, Israel Garcia, and Elenilson Guido
4 (“Plaintiffs”) and the proposed Settlement Class in the above-captioned matter. I am a member in
5 good standing of the bar of the State of California and am admitted to practice in this Court. I
6 have personal knowledge of the facts stated in this declaration and could testify competently to
7 them if called upon to do so.

8 2. I am a 2008 graduate of Southwestern Law School. I was admitted to the California
9 State Bar in September 2009. From December 2010 to September 2011, I worked as a Law Clerk
10 for Rose, Klein & Marias, a civil litigation firm in Long Beach, California. At Rose, Klein &
11 Marias I assisted trial attorneys in employment and personal injury cases. From September 2011
12 to May 2016, I worked as an associate at the employment law firm of Mahoney Law Group, APC
13 in Long Beach, California. The vast majority of my work at Mahoney Law Group, APC focused
14 on representing employees in wage and hour class actions. My work at Mahoney Law Group,
15 APC also included representing employees in individual claims for wrongful termination,
16 harassment, discrimination, and retaliation. Although non-exhaustive, the types of work I
17 performed at Mahoney Law Group, APC included: conducting client intakes performing pre-
18 filing research and analysis, drafting complaints, attending court hearings, corresponding with
19 opposing counsel, drafting and responding to written discovery, preparing for and taking and
20 defending depositions, analyzing payroll and timekeeping records and employee handbooks,
21 opposing motions for summary judgment, as well as a variety of other motions such as motions
22 for remand, demurrers and motions to dismiss, motions to strike, motions to compel, motions to
23 quash, and motions for class certification, drafting mediation briefs, attending mediations,
24 drafting long-form settlement agreements, drafting motions for preliminary and final settlement
25 approval, and overseeing the notice process.

26 3. Since November 8, 2016, I have worked at my current firm, Haines Law Group,
27 APC, where, in 2020, I became a Partner. I am currently responsible for managing over forty
28 (40) active wage and hour class and representative actions in both state and federal court.

1 4. The following is a non-exhaustive list of wage and hour class actions in which I
2 have been appointed as class counsel and/or played a significant role in prosecuting the litigation,
3 and which have received final approval: *Santimateo v. Sun Healthcare Group, Inc., et al*, Case
4 No. BC471884, California Superior Court, Los Angeles County, Judge Jane L. Johnson presiding
5 (granted final approval of settlement on behalf of employees at rehabilitation facility involving
6 claims for unpaid wages and meal and rest period violations, and other claims, in which I was
7 approved at an hourly rate of \$325 for work performed in 2012-2013); *Teyuca v. Pacific Alliance*
8 *Medical Center, Inc.*, California Superior Court, Los Angeles County, Judge William F.
9 Highberger presiding (granting final approval of settlement on behalf of healthcare workers for
10 unpaid wages, meal and rest period violations, and other claims, in which I was approved at an
11 hourly rate of \$325 for work performed in 2012-2013); *Arteaga v. Command Center Security,*
12 *Inc.*, Case No. BC480496, California Superior Court, Los Angeles County, Judge John Shepard
13 Wiley, Jr. presiding (granting final approval of settlement on behalf of security guards involving
14 claims for unpaid overtime, meal and rest period violations, and other claims, in which I was
15 approved at an hourly rate of \$425 for work performed in 2012-2015); *Casadine v. Maxim*
16 *Healthcare Services, Inc.*, Case No. CV 12-10078-DMG (CWx), United States District Court,
17 Central District of California, Judge Dolly M. Gee presiding (granting final approval of settlement
18 on behalf of home health care employees involving claims for unpaid wages and other claims, in
19 which I was approved at an hourly rate of \$425 for work performed in 2012-2015); *Guzman v.*
20 *Andrew Lauren Interiors, Inc., et al.*, Case No. BC567757, California Superior Court, Los
21 Angeles County, Judge Elihu M. Berle presiding (granting final approval of settlement on behalf
22 of construction workers involving claims for unpaid wages, meal and rest period violation, and
23 other claims, in which I was approved at an hourly rate of \$425 for work performed in 2014-
24 2016); *Booker v. The Goodyear Tire and Rubber Company*, Case No. BC498399, California
25 Superior Court, Los Angeles County, Judge Amy Hogue presiding (granting final approval of
26 settlement on behalf of tire mechanics involving claims for unpaid wages, meal and rest period
27 violations, and other claims, in which I was approved at an hourly rate of \$425 for work performed
28 in 2013-2015); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior

1 Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of
2 settlement on behalf of IT support workers for overtime, meal and period, reimbursement, and
3 related violations, approved at hourly rate of \$475 for work performed in 2016 and 2017); *Galvan*
4 *v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California
5 Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of
6 settlement on behalf of non-exempt employees of a chemical manufacturing company involving
7 claims for unpaid overtime and waiting time penalties); *Razon v. TTM Technologies, Inc., et al.*,
8 Case No. 37-2016-00038326-CU-OE-CTL, California Superior Court, San Diego County, Judge
9 Gregory W. Pollack presiding (granting final approval of settlement involving claims for unpaid
10 overtime wages, wage statement violations, and meal period violations); *Blank v. Coty, Inc., et*
11 *al.*, Case No. BC624850, California Superior Court, Los Angeles County, Judge Williams F.
12 Highberger presiding (granting final approval of settlement involving claims for wage statement
13 violations, meal period violations, and other claims); *Morales v. Caremeridian, LLC, et al.*, Case
14 No. BC593191, California Superior Court, Los Angeles County, Judge William F. Highberger
15 presiding (granting final approval of settlement on behalf of direct support professionals
16 involving claims for unpaid wages, meal and rest period violations, wage statement violations,
17 and other claims); *Aguilar v. Act Fulfillment, Inc.*, Case No. RIC1616643, California Superior
18 Court, Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement
19 on behalf of non-exempt factory workers involving claims for meal period violations); *Sandoval*
20 *v. AMCOR Flexibles Inc.*, Case No. BC617499, California Superior Court, Los Angeles County,
21 Judge Kenneth R. Freeman presiding (granting final approval of settlement on behalf of
22 manufacturing employees involving claims for unpaid wages, meal period violations, rest period
23 violations, and waiting time penalties); *Le v. GBW Railcar Services, L.L.C.*, Case No.
24 RIC1612209, California Superior Court, Riverside County, Judge Sharon J. Waters presiding
25 (granting final approval of settlement on behalf of non-exempt employees of a freight railcar
26 manufacturer involving claims for unpaid overtime and minimum wages, meal period violations,
27 and rest period violations); *Silva v. ADJ Products, LLC*, Case No. BC618581, California Superior
28 Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of

1 settlement involving claims for unpaid overtime and minimum wages, rest period violations,
2 wage statement violations, and waiting time penalties); *Lira v. Discus Dental, LLC, et al.*, Case
3 No. CIVDS1620402, California Superior Court, San Bernardino County, Judge David Cohn
4 presiding (granting final approval of settlement on behalf of non-exempt manufacturing
5 employees involving claims for unpaid minimum and overtime wages, meal and rest period
6 violations, and other claims); *Gonzales v. PathPoint*, Case No. BC657147, California Superior
7 Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of
8 settlement on behalf of non-exempt direct support professionals involving claims for meal and
9 rest period violations and other claims); *Duran v. PRADA USA CORP.*, Case No. BC644319,
10 California Superior Court, Los Angeles County, Judge Maren E. Nelson presiding (granting final
11 approval of settlement on behalf of non-exempt commissioned salespersons involving claims for
12 unpaid overtime wages, meal and rest period violations, failure to reimburse for necessary
13 expenditures, and other claims); *Banegas v. UPM, Inc.*, Case No. BC644438, California Superior
14 Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of
15 settlement on behalf of non-exempt manufacturing employees involving claims for unpaid wages,
16 meal and rest period violations, and other claims); *Palafox v. Pacific Line Clean-Up, Inc.*, Case
17 No. 30-2017-00921632-CU-OE-CXC, California Superior Court, Orange County, Judge William
18 D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees
19 involving claims for unpaid overtime wages, meal and rest period violations, and other claims);
20 *Janet Arroyo v. AST Sportswear, Inc., dba Bayside Apparel Manufacturing, Inc.*, Case No. 30-
21 2017-00909663-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda Sanders
22 presiding (granting final approval of settlement on behalf of non-exempt garment employees
23 involving claims for unpaid minimum wages, meal and rest period violations, and other claims);
24 *Carlos Garcia v. Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC,
25 California Superior Court, Orange County, Judge William D. Claster presiding (granting final
26 approval of settlement on behalf of non-exempt manufacturing employees involving claims for
27 unpaid minimum and overtime wages, meal and rest period violations, and statutory penalties);
28 *Jonathan Leon v. Piercey West, Inc.*, Case No. BC656874, California Superior Court, Los

1 Angeles County, Judge Amy D. Hogue presiding (granting final approval of settlement on behalf
2 of non-exempt commissioned salespersons and other employees involving claims for unpaid
3 wages, meal and rest period violations, unreimbursed business expenses, and other claims); and
4 *Matthew Tovar, et al. v. Rentokil North America, Inc.*, Case No. BC676386, California Superior
5 Court, Los Angeles County, Judge Daniel J. Buckley presiding (granting final approval of
6 settlement on behalf of non-exempt employees involving claims for unpaid overtime, meal and
7 rest break violations, and other claims); *Seungmin Samantha Lee v. Infor (US) Inc.*, Case No.
8 CGC-18-566393, California Superior Court, San Francisco County, Judge Ethan P. Schulman
9 presiding (granting final approval of settlement on behalf of sales development representatives
10 involving claims for unpaid overtime, meal and rest period violations, and penalty claims); *Tracy*
11 *Aguilar, et al. v. Aero Port Services, Inc.*, Case No. BC659234, California Superior Court, Los
12 Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf
13 of non-exempt employees involving claims for meal and rest period violations, and other claims);
14 *Carlos Perez, et al. v. Moss Bros. Auto Group, Inc., et al.*, Case No. RIC1709905, California
15 Superior Court, Riverside County, Judge Sunshine S. Sykes presiding (granting final approval of
16 settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid
17 wages, meal and rest period violations, other claims); and *Julio Alfaro v. Orange Automotive*
18 *d/b/a Kia of Orange*, Case No. 30-2017-00945105-CU-OE-CXC, California Superior Court,
19 Orange County, Judge Randall J. Sherman presiding (granting final approval settlement on behalf
20 of non-exempt commissioned employees involving claims for unpaid wages, meal and rest period
21 violations, unreimbursed business expenses, and penalty claims).

22 5. I have also moved to certify and have received an order certifying a class action in
23 *Ontiveros v. Safelite Fulfillment, Inc., et al.*, Case No. CV 15-7118-DMG (RAOx), United States
24 District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six
25 classes of employees for rest period violations, wage statement violations, meal period violations,
26 and overtime and double-time violations); and *Vazquez v. Kraft Heinz Foods Company*, Case No.
27 16-CV-02749-WQH (BLM), United States District Court, Southern District of California,
28 Honorable William Q. Hayes, presiding (certifying unpaid wages classes, meal period classes,

1 wage statement class, and waiting time penalty class).

2 6. In 2018-2023, Thomson Reuters recognized me as a Top Young Attorney in
3 Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded
4 to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern
5 California each year.

6 7. As counsel for Plaintiffs and the proposed Settlement Class, I have been intimately
7 involved in this case since its inception and I believe that the proposed Settlement is a favorable
8 result for the Settlement Class.

9 8. Defendant Twin Eagles, Inc. designed and manufactured high-end outdoor kitchen
10 equipment, including freestanding and built-in barbeque grills, side burners, outdoor sinks and
11 refrigerators. In February 2021, Defendant Twin Eagles was acquired by Defendant Dometic
12 Corporation, a leading designer and manufacturer of outdoor living products, including coolers,
13 drinkware, car camping equipment and RV and van products and appliances. Defendant Twin
14 Eagles, Inc. and Defendant Dometic Corporation are collectively referred to as “Defendants.”

15 9. On May 3, 2022, Plaintiff Flores filed his Class Action Complaint in Los Angeles
16 County Superior Court, alleging that Defendants: (i) failed to pay all minimum wages; (ii) failed
17 to pay all overtime wages; (iii) failed to provide all lawful meal periods; (iv) failed to authorize
18 and permit all legally compliant rest periods; (v) failed to issue accurate, itemized wage
19 statements; (vi) failed to pay all wages owed upon termination; and (vii) engaged in unfair
20 competition in violation of California Business & Professions Code § 17200 *et seq.* That same
21 day, Plaintiff Flores sent his PAGA notice letter to the LWDA. Attached hereto as **Exhibit B** is a
22 true and correct copy of Plaintiff Flores’ May 3, 2022 LWDA Letter. Subsequently, on July 11,
23 2022, Plaintiff Flores filed the First Amended Class and Representative Action Complaint
24 (“FAC”) adding a cause of action for civil penalties under the Private Attorneys’ General Act of
25 2004, Labor Code Section 2698, *et seq.*

26 10. As part of the Settlement, the Parties agreed and stipulated to the filing of a Second
27 Amended Class and Representative Action Complaint (“SAC”) which adds Jose Calles, Kelvin
28 Mondragon Contreras, Israel Garcia, and Elenilson Guido as named plaintiffs and class

representatives and adds a cause of action for unlawful deductions from wages. The SAC was filed on March 18, 2024.

11. In connection with mediation, the Parties engaged in extensive informal discovery. Defendants produced a 20% sampling of timekeeping and payroll records for non-exempt employees during the Class Period, as well as its relevant written wage and hour policies/procedures. Defendants also provided relevant data points such as the total number of workweeks in the Class Period and the total number of Settlement Class members employed by Defendants in California during the Class Period. Plaintiffs hired a labor economist with a Ph.D. in economics to assist Plaintiffs in conducting a comprehensive analysis and extrapolation of the payroll and timekeeping data produced by Defendants to create a detailed exposure analysis for all claims at issue. This discovery allowed the Parties to assess the merits and value of Plaintiffs' claims, the chances of certification of Plaintiffs' claims, and Defendants' potential defenses.

12. On June 12, 2023, the Parties participated in a full-day mediation with Jeffrey Krivis, Esq., a well-respected wage and hour class action mediator. During mediation, the Parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiffs' claims, and the legal basis for the claims and defenses. At the conclusion of mediation, Mr. Krivis issued a mediator's proposal for a class-wide settlement, which was ultimately accepted by all Parties. During the months that followed, the Parties finalized the terms of the Settlement and executed the long-form Settlement Agreement now before the Court. A true and correct copy of the Stipulation of Settlement is attached hereto as **Exhibit A**. The proposed Class Notice and Notice of Estimated Individual Settlement Payment are attached as **Exhibits 1 and 2** respectively, to the Settlement Agreement.

13. The monetary terms of the Settlement are summarized below:

• Gross Settlement Amount ("GSA"):	\$550,000.00
• Minus Court-approved attorneys' fees:	\$183,333.33
• Minus Court-approved verified costs (up to):	\$35,000.00
• Minus Court-approved Enhancement Payments:	\$27,500.00
• Minus amount set aside as PAGA penalties:	\$20,000.00
• Minus estimated settlement administration costs:	\$10,000.00
Net Settlement Amount ("NSA"):	\$274,166.67

- Plus 25% “PAGA Amount” to Settlement Class: \$5,000.00
Total Amount Paid to Settlement Class Members: \$279,166.67

14. According to Defendants, there are approximately 271 Settlement Class members. Therefore, the average Individual Settlement Payment from the NSA is projected to be approximately \$1,011.68. There are also approximately 125 Aggrieved Employees during the PAGA Period who will each receive an average payment of approximately \$40.00 from the PAGA Amount.

15. As detailed in Plaintiffs’ Motion for Preliminary Approval, as an initial matter, Defendants assert that Plaintiffs and the overwhelming majority of Settlement Class members signed valid and enforceable arbitration agreements with class action waivers. Setting aside any arguments as to the merits of Plaintiffs’ claims, Defendants contend that absent settlement, a class-wide recovery for all Settlement Class members was not possible given that a majority of Settlement Class members signed valid and enforceable arbitration agreements with class action waivers. As such, Defendants contend that absent its agreement to not raise the arbitration agreements as an affirmative defense, any recovery to the Settlement Class members would be limited to only the employees’ potential 25% share of PAGA civil penalties.

16. Plaintiffs contend that Defendants underpaid Settlement Class members due to its allegedly unlawful rounding policies/practices. Plaintiffs contend that although Defendants’ timekeeping system recorded hours worked to the minute, Defendants rounded all time-punches, resulting in an underpayment of wages to Settlement Class members. Based on Plaintiffs’ review and extrapolation of employee timekeeping records, Defendants’ rounding practices resulted in approximately 6,323 hours of unpaid wages. Therefore, Plaintiffs estimate that Defendants’ maximum exposure for this claim at approximately \$169,520 (6,323 unpaid hrs. * \$26.81 average weighted overtime rate). However, Defendants argue that their rounding policies/practices were lawful, since it was both neutral on its face and resulted, over time, in employees being paid for all hours worked. Defendants also contend that multiple Courts of Appeal have found rounding mechanisms to be lawful under similar circumstances. Additionally, Defendants assert Plaintiffs would be unable to certify a rounding class given the individualized inquiries as to whether Settlement Class members were in fact underpaid, or potentially overpaid, for each workday in

question (including whether they were actually working when they were clocked in). Based on these defenses, as well as the risk that Plaintiffs' estimated exposure could be reduced by the existence of arbitration agreements, Plaintiffs discounted the maximum exposure by 70% to account for the risk of non-certification, and an additional 45% to account for Defendants' defenses on the merits, to arrive at an estimated exposure of approximately \$27,971.

17. Plaintiffs allege that Defendants failed to provide legally compliant first meal periods due to their meal period policies/practices, which frequently resulted in late (commencing after the fifth hour of work) and/or short (i.e., less than a full 30 minutes) first meal periods. Moreover, Plaintiffs allege that at least during a portion of the Class Period, Defendants did not require Plaintiffs and other Settlement Class members to record their meal periods, instead, Defendants automatically deducted 30 minutes from the daily hours worked for each shift regardless of whether the employee took a full 30-minute compliant meal period. Based on Plaintiffs' expert's review and extrapolation of the timekeeping records Defendants produced, there were approximately 45,500 auto-deduct shifts in the data. Moreover, Plaintiffs' expert's analysis and extrapolation revealed that there were approximately 15,233 non-compliant first meal periods when employees were actually recording their meal periods. Plaintiffs also calculated the average hourly rate of pay to be approximately \$17.87 per hour. Therefore, Plaintiffs calculated Defendants' maximum exposure for first meal period violations at approximately \$1,085,299 ([45,500 auto-deduct shifts * \$17.87 average meal period premium] + [15,233 non-complaint first meal periods * \$17.87 average meal period premium]). However, Defendants counter they have maintained compliant written meal period policies throughout the Class Period and have always provided compliant meal periods in line with those policies. Defendants further contend that they always provide employees the opportunity to take meal periods and are not required to *ensure* they are taken. Thus, Defendants argue that any non-compliant meal periods resulted from lawful employee waiver or choice, rather than any policy and/or practice of Defendants. Defendants also maintain that the first meal period claim is not suited for class certification, since individual inquiries would be needed to assess which employees took non-compliant meal periods or missed meal periods, how many meal periods

1 were non-compliant or missed, and the reasons why a particular employee did not take a
2 compliant meal period on a particular shift. In light of these defenses and arguments, as well as
3 the risk that Plaintiffs' estimated exposure could be reduced by the existence of arbitration
4 agreements, Plaintiffs discounted Defendants' maximum exposure by 70% for the risk of non-
5 certification, and an additional 55% to account for Defendants' defenses on the merits or failing
6 to recover the full amount sought, to arrive at an estimated total of approximately \$146,515.

7 18. Plaintiffs further allege that Settlement Class members were not provided with
8 second meal periods when they worked shifts in excess of 10.0 hours in a workday. Plaintiffs'
9 expert's analysis and extrapolation of the timekeeping data revealed that there were
10 approximately 6,249 shifts in excess of 10.0 hours during the Class Period without a compliant
11 second meal period. Plaintiffs therefore calculated Defendants' maximum exposure for second
12 meal period violations at approximately \$111,670 (6,249 non-compliant second meal periods *
13 \$17.87 average premium). However, Defendants assert that many employees choose to waive
14 their second meal periods on shifts over 10.0 hours and under 12.0 hours, as they may do under
15 Labor Code § 512(a), so that they do not need to stay at work for an extra unpaid 30 minutes. As
16 with first meal periods, Defendants maintain Plaintiffs' meal period claim is not suited for class
17 certification since individual inquiries would be needed to assess which employees, if any, took
18 non-compliant or missed meal periods, how many meal periods were non-compliant or missed,
19 the reasons why a particular employee did not take a meal period on a particular shift, and for
20 second meal periods, whether they waived the meal period. In light of these risks, as well as the
21 risk that Plaintiffs' estimated exposure could be reduced by the existence of arbitration
22 agreements, Plaintiffs discounted the maximum amount that the class could potentially recover
23 by 70% for the risk of non-certification and an additional 55% for the risk of losing on the merits,
24 or having exposure reduced due to Defendants's waiver arguments, to arrive at estimated
25 exposure of \$15,075.

26 19. Plaintiffs allege that Defendants failed to authorize and permit all legally
27 compliant off-duty rest periods as Plaintiffs allege Defendants required its non-exempt employees
28 to remain on-premises during rest periods, thereby failing to relinquish all control over employees

1 during off-duty rest periods. Based on Plaintiffs' expert's analysis and extrapolation of employee
2 timekeeping records, there were approximately 106,630 shifts in excess of 3.5 hours worked by
3 Settlement Class members during the Class Period. Therefore, Plaintiffs estimated Defendants'
4 maximum exposure for this claim at approximately \$1,905,478 (106,630 rest period eligible shifts
5 * \$17.87 average premium). However, Defendants counter that they have maintained compliant
6 written rest period policies throughout the Class Period and have always authorized and permitted
7 employees a 10-minute rest period for each four (4) hours worked, or major fraction thereof, as
8 required under the Wage Order, and that any failure to take rest periods was a result of employee
9 choice, rather than any Defendants policy and/or practice. Defendants further contend that even
10 if it or individual managers required employees to remain on-premises during off-duty rest
11 periods, *Augustus* rejected Plaintiffs' "on-premises" theory when it observed that "one would
12 expect that employees will ordinarily have to remain onsite or nearby. This constraint, which is
13 of course common to all rest periods, is not sufficient to establish employer control." Defendants
14 also argue that Plaintiffs' rest period claim is not amenable to class treatment, since individual
15 inquiries would be required to determine which employees failed to take rest periods, how many
16 rest periods they failed to take, whether they were allowed to leave the premises during rest
17 periods, and the reasons why each employee failed to take rest period(s) on a particular shift.
18 These manageability concerns are especially present with respect to rest period claims,
19 Defendants argue, given that rest periods are not recorded. In light of these defenses, as well as
20 the risk that Plaintiffs' estimated exposure could be reduced by the existence of arbitration
21 agreements, Plaintiffs discounted the maximum amount that the class could potentially recover
22 by 70% for risk of non-certification, and discounted an additional 60% for risk of being
23 unsuccessful on the merits or failure to recover the full amount sought, to arrive at a projected
24 exposure of \$228,657.

25 20. As a result of the unpaid wages and unpaid meal and rest period premium wages
26 described above, Plaintiffs allege that Defendants failed to comply with their final pay obligations
27 set forth in Labor Code §§ 201-203. Defendants' records show approximately 191 Settlement
28 Class members who separated their employment with Defendants since May 3, 2019, and are

1 therefore eligible for waiting time penalties. Based on an hourly rate of \$17.87, Plaintiffs
2 estimated the average waiting time penalty per former employee to be approximately \$4,289
3 (\$17.87 * 8 hours per day * 30 days). Therefore, Plaintiffs calculated Defendants' maximum
4 exposure for potential waiting time penalties to be approximately \$819,199 (191 former
5 employees * \$4,289 average penalty). Defendants argue that they possess strong, good faith
6 defenses to Plaintiffs' underlying claims, thus precluding recovery of waiting time penalties,
7 which are only available for the "willful" failure to pay wages. Defendants further assert that
8 Plaintiffs' waiting time penalty exposure was grossly inflated as not every former employee
9 experienced the alleged Labor Code violations. Moreover, because the waiting time claim is
10 derivative of Plaintiffs' underlying wage claims, Plaintiffs would need to overcome Defendants'
11 defenses, both as to class certification and on the merits, as to their underlying claims. To account
12 for Defendants' defenses, as well as the risk that Plaintiffs' estimated exposure could be reduced
13 by the existence of arbitration agreements, Plaintiffs discounted the maximum exposure by 70%
14 for the risk of non-certification and an additional 55% for the risk of losing on the merits and/or
15 not receiving the maximum penalties sought, to arrive at an estimated exposure of approximately
16 \$110,592.

17 21. As a further result of the unpaid wages and unpaid meal and rest period premium
18 wages described above, Plaintiffs allege that Defendants are liable for wage statement penalties.
19 Those penalties are calculated as \$50 for each "initial" violation and \$100 for each "subsequent"
20 violation, with a maximum of \$4,000 per employee. *See* Labor Code § 226(e). Plaintiffs' expert's
21 analysis reflected that there were approximately 125 unique employees and approximately 7,376
22 pay periods worked during the liability period applicable to Plaintiffs' wage statement claim.
23 Plaintiffs, therefore, assumed the maximum \$4,000.00 penalty for each employee and calculated
24 Defendants' potential wage statement exposure at approximately \$500,000 (125 employees *
25 \$4,000 maximum penalty]). Defendants argue any alleged wage statement violations were not
26 "knowing and intentional," and Plaintiffs cannot show they or other employees "suffer[ed] injury"
27 due to the alleged wage statement violations, as required by Labor Code § 226(e) for the
28 imposition of penalties. Defendants also contend their wage statements always accurately

1 reflected hours worked and amounts paid as well as all other required information, precluding
2 liability for wage statement penalties. In light of the risks associated with Plaintiffs' underlying
3 claims discussed above, as well as the risk that Plaintiffs' estimated exposure could be reduced
4 by the existence of arbitration agreements, Plaintiffs discounted the maximum exposure by 70%
5 for risk of non-certification, and by an additional 55% for risk of being unsuccessful on the merits,
6 for an estimated realistic exposure of approximately \$67,500.

7 22. As a result of the foregoing Labor Code violations, Plaintiffs allege that
8 Defendants are liable for civil penalties under the PAGA. Plaintiffs estimated a maximum total
9 PAGA exposure of approximately \$737,600 (7,376 pay periods * \$100 "initial" penalty).
10 However, since Plaintiffs' PAGA claim is derivative of Plaintiffs' underlying wage claims,
11 Defendants assert the PAGA claim would fail with those claims. Defendants further maintain
12 that, given their good faith defenses, this Court would exercise its discretion to substantially
13 reduce any PAGA penalties if it were to find Defendants liable for any of Plaintiffs' claims.
14 Therefore, Plaintiffs discounted the maximum figure by 75% for the risk of losing on the merits
15 and/or not recovering a PAGA penalty for each and every pay period, and an additional 80% to
16 account for the possibility of this Court reducing penalties, to arrive at an estimated exposure of
17 approximately \$36,880.

18 23. Using these estimated figures for each of the claims described above, Plaintiffs
19 predicted that the potential realistic recovery for the Settlement Class would be approximately
20 \$633,190. The proposed Settlement of \$550,000.00 represents approximately 86.9% of the
21 reasonably forecasted recovery for the Settlement Class.

22 24. Although the Parties engaged in significant informal discovery prior to mediation,
23 the Parties still had significant formal discovery to complete had the matter not been settled. This
24 would have required the expenditure of substantial time and resources by both Parties that would
25 have very likely spanned several years. Even if Plaintiffs were to certify the classes, the Parties
26 would incur considerably more attorneys' fees and costs through a possible decertification
27 motion, trial, and possible appeal. This Settlement avoids those risks and the accompanying
28 expense.

25. Class Counsel will also apply for an attorneys' fees award of one-third of the Gross Settlement Amount, which is currently estimated to be \$183,333.33, and up to \$35,000.00 in verified costs reimbursement. Plaintiffs submit the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. Class Counsel has incurred substantial attorneys' fees conducting pre-filing investigation, analyzing Plaintiffs' claims, conducting legal research, conducting extensive informal discovery, analyzing Settlement Class members' timekeeping and payroll records with the help of a retained expert, creating a comprehensive damages model, preparing for and attending mediation, negotiating and preparing the long-form Settlement Agreement, preparing this Motion, and otherwise litigating the case. Class Counsel expects to expend additional attorney time in attending the hearing on this Motion, overseeing the Notice process and fielding questions from Settlement Class members, preparing the Final Approval papers, and attending the Final Approval hearing.

26. Plaintiffs will apply for Class Representative Enhancement Payments at the time of seeking final approval of the proposed class action settlement in the amount of \$7,500.00 for Plaintiff Flores and \$5,000.00 each to Plaintiffs Calles, Contreras, Garcia, and Guido, for a total of \$27,500.00 for their services to the Settlement Class. As will be fully briefed at the time of final approval, Plaintiffs' requested Enhancement Payments are intended to recognize the time and effort Plaintiffs expended on behalf of the Settlement Class, including providing substantial factual information and documents to Class Counsel, discussing the claims and theories at issue in the litigation, actively participating in the prosecution of their claims, as well as the significant risks Plaintiffs undertook by agreeing to serve as the named plaintiffs in this case.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on March 19, 2024, at El Segundo, California.


Sean M. Blakely

EXHIBIT A

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiffs Octavio A. Flores, Jose Calles, Kelvin Mondragon Contreras, Israel Garcia, and Elenilson Guido (“Plaintiffs”), as individuals and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendants Twin Eagles, Inc. and Dometic Corporation (hereinafter “Defendants”), on the other hand. Plaintiffs and Defendants are referred to herein collectively as the “Parties.” Plaintiffs and the Settlement Class are represented by Paul K. Haines and Sean M. Blakely of Haines Law Group, APC (“Class Counsel”). Defendant Dometic Corporation is represented by Stuart Tochner and Kathleen J. Choi of Ogletree, Deakins, Nash, Smoak & Stewart, P.C. and Defendant Twin Eagles, Inc. is represented by Peter Choi and Jennifer Weatherup of Gordon Rees Scully Mansukhani, LLP.

On May 3, 2022, Plaintiff Flores filed a class action complaint against Defendants in the matter entitled *Octavio A. Flores v. Twin Eagles, Inc., et al.*, Los Angeles County Superior Court Case No. 22STCV14710 (the “Action”). On July 11, 2022, Plaintiff Flores filed a First Amended Class and Representative Action Complaint (“FAC”) which alleges the following causes of action: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting time penalties; (7) unfair competition; and (8) civil penalties under the Private Attorneys General Act (“PAGA”). As part of the Settlement, the Parties stipulate to the filing of a Second Amended Class and Representative Action Complaint (“SAC”) for settlement purposes only to add Jose Calles, Kelvin Mondragon Contreras, Israel Garcia, and Elenilson Guido as named plaintiffs and class representatives and to allege all claims and theories of liability that are alleged in Plaintiff’s LWDA letter dated May 3, 2022 that were not alleged in the First Amended Complaint

Given the uncertainty of litigation, Plaintiffs and Defendants wish to settle each individually and on behalf of the Settlement Class. Accordingly, Plaintiffs and Defendants agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiffs and Defendants stipulate to the certification of the following Settlement Class:

All current and former non-exempt employees who worked for Defendants Twin Eagles, Inc. and Dometic Corporation in California from May 3, 2018 through August 11, 2023 (the “Class Period”).

The Parties agree that certification for purposes of this Settlement Agreement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure or under Rule 23 of the Federal Rule of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiffs.** Upon the Effective Date and the complete funding of the Gross Settlement Amount, Plaintiffs and every member of the Settlement

Class (except those who opt out and except as to the PAGA claims specified below) will fully release and discharge Defendants, and all of their past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, (collectively the “Released Parties”), as follows:

- A. Settlement Class members will release all claims, demands, rights, liabilities and causes of action that were pled in the operative Second Amended Class and Representative Action Complaint, or could have reasonably been alleged in the Second Amended Class and Representative Action Complaint (“SAC”) based on the factual allegations therein, that arose during the Class Period, including: (a) failure to pay all regular wages, minimum wages and overtime wages due; (b) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) failure to provide complete, accurate or properly formatted wage statements; (d) waiting time penalties; (e) failure to authorize and permit rest periods, and to properly provide premium pay in lieu thereof; (f) unauthorized deductions from wages; (g) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the SAC; and (h) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief (“Class Released Claims”). The res judicata effect of the Judgment will be the same as that of the Release. The period of the Class Released Claims shall extend to the limits of the Class Period.
- B. **Release of PAGA Claims.** In addition, all Settlement Class members (regardless of whether they opt out) who worked for Defendants at any time from May 3, 2021 through August 11, 2023 (the “PAGA Period”) are “Aggrieved Employees” and shall release the Released Parties from all claims for civil penalties that could have been premised on the facts alleged within the May 3, 2022 exhaustion letter filed with the Labor and Workforce Development Agency (“LWDA”) by Plaintiff Flores and the claims, causes of action or legal theories alleged in the SAC (“the PAGA Released Claims”).
- C. **Plaintiffs’ Released Claims.** In light of Plaintiffs’ Class Representative Enhancement Payments, Plaintiffs have agreed to release, as individuals and in addition to the Class Released Claims and PAGA Released Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties. Plaintiffs understand that this release includes unknown claims and that Plaintiffs are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, 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.

Nothing contained herein shall constitute a release of any rights or claims that cannot be waived as a matter of law (including but not limited to claims arising under workers' compensation laws or unemployment insurance). Nor shall anything contained herein be construed to exclude the filing of an administrative charge or complaint with the Equal Employment Opportunity Commission or National Labor Relations Board, or participation in an administrative investigation or proceeding.

3. **Gross Settlement Amount.** As consideration, Defendants agree to pay a non-reversionary "Gross Settlement Amount" of Five Hundred Fifty Thousand Dollars and Zero Cents (\$550,000.00) as follows:

- A. The Parties have agreed to engage Phoenix Settlement Administrators as the "Settlement Administrator" to administer this Settlement.
- B. Of the Gross Settlement Amount, Defendant Twin Eagles, Inc. shall pay \$300,000.00 and Defendant Dometic Corporation shall pay \$250,000.00.
- C. The Gross Settlement Amount shall be deposited with the Settlement Administrator within thirty (30) calendar days of the Effective Date (which, for this purpose, shall be defined as the later of (1) date on which the Court enters an Order granting Final Approval of the Settlement Agreement or, (2) solely in the event that there are any objections to the Settlement Agreement, the later of: (i) the last date on which any appeal might be filed with no appeal having been timely filed or (ii) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review—provided the Settlement is not materially modified by any reviewing court. A "material modification" does not include a reduction of Class Counsel's requested attorneys' fees, costs or expenses as provided in this Agreement
- D. This is a non-reversionary settlement. The Gross Settlement Amount includes:
 - (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Ten Thousand Dollars and Zero Cents (\$10,000.00);
 - (3) Up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff Flores, and up to Five Thousand Dollars and Zero Cents (\$5,000.00) each to Plaintiffs Calles, Contreras, Garcia, and Guido, for a total of Twenty-Seven Thousand Five Hundred Dollars and Zero Cents (\$27,500.00) for Plaintiffs' Class Representative Enhancement Payments, in recognition of their contributions to the Lawsuit and their service to the Settlement Class. Even in the event that the Court reduces or does not approve the requested Class Representative Enhancement Payments, Plaintiffs shall not have the right to revoke this Settlement Agreement, and it will remain binding;

- (4) Up to one-third of the Gross Settlement Amount in Class Counsel's attorneys' fees, plus actual costs and expenses incurred by Class Counsel related to the Lawsuit as supported by declaration, which are currently estimated to be no greater than Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding; and
- (5) Twenty Thousand Dollars and Zero Cents (\$20,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Fifteen Thousand Dollars and Zero Cents (\$15,000.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or Five Thousand Dollars and Zero Cents (\$5,000.00), will be payable to certain Settlement Class members as the "PAGA Amount," which PAGA Amount will be distributed as described below.
- (6) In no event will Defendants be required to pay more than the Gross Settlement Amount and their respective allocations thereof, except as modified in Paragraph 3.E below and as modified by Defendants' obligation to pay employer-mandated payroll taxes as provided in Paragraph 3.F below.

E. **Escalator Clause.** The Gross Settlement Amount is based on Defendants' representations that there are an estimated 20,000 total collective workweeks worked during the Class Period. If the number of workweeks during the Class Period exceeds this figure by more than 15% (i.e., if there are 23,001 or more workweeks), Defendants shall increase the Gross Settlement Amount on a proportional basis (i.e., if there was a 17% increase in the number of workweeks, Defendants shall increase the Gross Settlement Amount by 17%). Defendant(s) obligation to pay the escalator amount shall be dependent on whether their class workweeks exceed the following amounts: 12,940 for Twin Eagles and 8,642 for Dometic ("threshold workweeks.") Defendant(s) shall be obligated to pay the escalator amount in a proportionate amount that their respective class workweeks exceed their respective threshold workweeks as stated herein.

For example, if Twin Eagles' workweeks is 15,000 and Dometic's workweeks is 9,000 (24,000 combined workweeks, or 4.35% increase over 23,000 workweeks), the payment of the escalator amount shall be allocated as follows:

Twin Eagles: 85% of escalator amount, or **\$20,336.25 of \$23,925/escalator amount**: 2,060 workweeks in excess of threshold workweeks, divided by defendants' total workweeks in excess of threshold workweeks (2,418 workweeks), multiplied by escalator amount (4.35% of 550k)

Domestic: 15% of escalator amount, or **\$3,588.75 of \$23,925/escalator amount**: 15% workweeks in excess of threshold workweeks, divided by defendants' total workweeks in excess of threshold workweeks (2,418 workweeks), multiplied by escalator amount (4.35% of 550k).

- F. Defendants' share of payroll taxes shall be paid by Defendants separately from, and in addition to, the Gross Settlement Amount.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Individual Settlement Payment") from the Settlement. Individual Settlement Payments will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiffs' Class Representative Enhancement Payments, the Settlement Administrator's fees and expenses for administration, and the total amount designated as PAGA civil penalties. The remaining amount shall be known as the "Net Settlement Amount."
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Payment based on the following formula:
- i. Payments to all participating Settlement Class members: The Net Settlement Amount will be distributed to all participating Settlement Class members based on each participating Settlement Class member's proportionate Workweeks worked during the Class Period, and will be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member's number of Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all participating Settlement Class members during the Class Period.
 - ii. In addition to the Net Settlement Amount, the PAGA Amount will be allocated as follows. Each Aggrieved Employee who was employed by Defendants at any time during the PAGA Period (including those who submit a valid and timely Request for Exclusion from the class action settlement), shall receive a portion of the PAGA Amount proportionate to the number of Workweeks worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Aggrieved Employee's gross number of Workweeks worked during the PAGA Period, and the denominator of which is the total number of Workweeks worked by all Aggrieved Employees (including those who submit a valid and timely Request for Exclusion from the class action settlement) during the PAGA Period.

- C. Within ten (10) calendar days following Defendants' deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Individual Settlement Payment amounts and provide the same to the Parties' counsel for review and approval. Within seven (7) calendar days of approval by the Parties' counsel, the Settlement Administrator will prepare and mail Individual Settlement Payments, less applicable taxes and withholdings, to participating Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendants' counsel. After Settlement Payments are mailed to Settlement Class members, the Settlement Administrator shall distribute the amounts approved for Class Counsel's attorneys' fees and litigation costs, Plaintiffs' Enhancement Payments, payment to the LWDA for its share of PAGA civil penalties, and settlement administration expenses.
- D. For purposes of calculating applicable taxes and withholdings, each Settlement Payment shall be allocated as follows: Any payment from the PAGA Amount will be classified as 100% penalties. Any payment from the Net Settlement Amount shall be classified as one-third (1/3) penalties; one-third (1/3) interest; and one-third (1/3) as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.
- E. Each member of the Settlement Class who receives an Individual Settlement Payment must cash the check(s) within 180 days from the date the Settlement Administrator mails it/them. Any funds associated with a check that is not negotiated within one hundred eighty (180) days of mailing to a Settlement Class member shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.
- F. Neither Plaintiffs nor Defendants shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendants will not object to Class Counsel's request for a total award of attorneys' fees of one-third of the Gross Settlement Amount, which is currently estimated to be One Hundred Eighty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$183,333.33). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) from the Gross Settlement Amount. These amounts will

cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

6. **Class Representative Enhancement Payments.** Defendants will not object to a request for a Class Representative Enhancement Payments of up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff Flores and up to Five Thousand Dollars and Zero Cents (\$5,000.00) each to Plaintiffs Calles, Contreras, Garcia, and Guido, for a total of Twenty-Seven Thousand Five Hundred Dollars and Zero Cents (\$27,500.00), for their time and risk in prosecuting this case, and their service to the Settlement Class. These Enhancement Payments will be in addition to Plaintiffs' respective Settlement Payments as Settlement Class members and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. In the event that the Court reduces or does not approve the requested Enhancement Payments, Plaintiffs shall not have the right to revoke this Settlement, and it will remain binding.

7. **Settlement Administrator.** Defendants will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendants will not object to Plaintiffs' request to the Court to pay up to Ten Thousand Dollars and Zero Cents (\$10,000.00) for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Individual Settlement Payments and preparing all checks and mailings, calculating Defendants' share of taxes payable on the wages, which shall be deducted from the Gross Settlement Amount, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Individual Settlement Payments have been mailed to all participating Settlement Class members. The Settlement Administrator shall also be responsible for posting the Final Judgment to its website.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiffs shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Paul K. Haines and Sean M. Blakely of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiffs Octavio A. Flores, Jose Calles, Kelvin Mondragon Contreras, Israel Garcia, and Elenilson Guido as Class Representatives for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;

- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Estimated Settlement Payment, drafts of which are attached hereto as Exhibits A and B, respectively), and directing the mailing of same in English and Spanish; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within ten (10) business days after entry of an order preliminarily approving this Settlement, Defendants will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, and either the dates of employment, or the number of workweeks worked by each Settlement Class member while employed during the Class Period and PAGA Period (the “Class Data”). If any portion of the Class Data are unavailable to Defendants, Defendants will so inform Class Counsel and the Parties will make their best efforts to agree upon the Class Data prior to when it must be submitted to the Claims Administrator. Class Data will otherwise remain confidential and will not be disclosed to anyone, except as necessary to applicable taxing authorities, or pursuant to Defendants’ express written authorization or by order of the Court. The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement Class member; and (iv) mail a Notice Packet in English and Spanish to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
 - i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in

the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Settlement Class member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Notwithstanding the foregoing, the PAGA settlement and release provisions will apply to all Settlement Class members whether or not they exclude themselves from the class action settlement. Settlement Class members who were employed by Defendants at any time during the PAGA Period and submit a valid and timely Request for Exclusion shall still be entitled to their portion of the PAGA Amount described above, and will release all PAGA Released Claims, whether they submit a valid and timely Request for Exclusion or not.

- ii. Either Defendant may also void the Settlement in the event that more than five (5%) of Settlement Class members submit timely and valid requests for exclusion (5% of Twin Eagles' class members or 5% of Dometic Corp.) In the event that either Defendant exercises this option, the voiding Defendant(s) shall pay for all settlement administration costs incurred up to the point it exercised its right to void the Settlement. The Parties and their counsel agree not to take any action to encourage any Settlement Class Members to opt out of and/or object to the Settlement.

- D. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendants' counsel, as well as file all such objections with the Court). Defendants' counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless the objections are filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendants' counsel and Class Counsel shall have ten (10) days to file a response to the objections. To be valid, any written objection should: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing. Members of the Settlement class who request exclusion *may not* object to the Settlement.

- E. Notice of Estimated Settlement Payment / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Payment as well as all of the information that was used from Defendants' records in order to calculate the Settlement Payment. Settlement Class members will have the opportunity, should they disagree with Defendants' records regarding the information stated in the Notice of Estimated Settlement Payment, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Settlement Class member and the Parties.
- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendants' Counsel to provide notice of the proposed settlement.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:

- A. Granting final approval of the Settlement, adjudging the terms thereof to be fair, adequate, and reasonable, and directing consummation of its terms and provisions;

- B. Approving Plaintiff's and Class Counsel's request for attorneys' fees and reimbursement of costs, Class Representative Enhancement Payments, and settlement administration costs; and
- C. Entering Final Judgment pursuant to California Rule of Court 3.769. Said Judgment shall be posted on the Settlement Administrator's website.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to Federal Evidence Code Section 408 and California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by Federal Evidence Code Section 408 and the California Evidence Code Section 1152.

12. **No Prior Assignments.** Plaintiffs and Class Counsel represent, covenant, and warrant that they have not directly or indirectly encumbered, assigned, transferred, or otherwise given away any of the claims, demands, causes of actions, or rights that they are releasing by signing this Settlement Agreement, nor has any of them purported to do so.

13. **Non-disclosure and Non-publication.** Plaintiffs and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other Lawsuits, Class Counsel may disclose the names of the Parties in this Lawsuit, the venue/case number of this Lawsuit, and a general description of the Lawsuit, to a court in a declaration by Class Counsel.

14. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

15. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant Twin Eagles, Inc.: Peter Choi of Gordon Rees Scully Mansukhani,
LLP, 633 West Fifth Street, 52nd Floor, Los
Angeles, California 90071; pchoi@grsm.com.

if to Defendant Dometic Corporation: Stuart Tochner of Ogletree, Deakins, Nash, Smoak
& Stewart, P.C., 400 South Hope Street, Suite

1200, Los Angeles, California 90071;
stuart.tochner@ogletreedeakins.com

if to Plaintiffs:

Paul K. Haines, Haines Law Group, APC, 2155
Campus Drive, Suite 180, El Segundo, California
90245; phaines@haineslawgroup.com.

16. **Cooperation.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

17. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the Lawsuit contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof. Further, all terms of this Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

18. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

19. **Enforcement Action.** The Parties agree that the Los Angeles County Superior Court shall have continuing jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6, and California Rule of Court 3.769. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED: 3/2, 2024

DEFENDANT DOMETIC CORPORATION

By: [Signature]

Title: President and CEO

DATED: _____, 2024

DEFENDANT TWIN EAGLES, INC.

By: _____

Title: _____

1200, Los Angeles, California 90071;
stuart.tochner@ogletreedeakins.com

if to Plaintiffs:

Paul K. Haines, Haines Law Group, APC, 2155
Campus Drive, Suite 180, El Segundo, California
90245; phaines@haineslawgroup.com.

16. **Cooperation.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

17. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the Lawsuit contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof. Further, all terms of this Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

18. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

19. **Enforcement Action.** The Parties agree that the Los Angeles County Superior Court shall have continuing jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6, and California Rule of Court 3.769. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED: _____, 2024

DEFENDANT DOMETIC CORPORATION

By: _____
Title:

DATED: March 13, 2024

DEFENDANT TWIN EAGLES, INC.

By: Dante L. Cantal
Title: resident

DATED: 13/02/2024, 2024

PLAINTIFF OCTAVIO A. FLORES

By: Octavio Flores
Octavio Flores (Feb 13, 2024 15:49 PST)
Plaintiff and Settlement Class Representative

DATED: _____, 2024

PLAINTIFF JOSE CALLES

By: _____
Plaintiff and Settlement Class Representative

DATED: _____, 2024

PLAINTIFF KELVIN MONDRAGON
CONTRERAS

By: _____
Plaintiff and Settlement Class Representative

DATED: _____, 2024

PLAINTIFF ISRAEL GARCIA

By: _____
Plaintiff and Settlement Class Representative

DATED: _____, 2024

PLAINTIFF ELENILSON GUIDO

By: _____
Plaintiff and Settlement Class Representative

DATED: _____, 2024

PLAINTIFF OCTAVIO A. FLORES

By: _____
Plaintiff and Settlement Class Representative

DATED: 14/02/2024, 2024

PLAINTIFF JOSE CALLES

By:  _____
Jose Calles (Feb 14, 2024 15:42 PST)
Plaintiff and Settlement Class Representative

DATED: _____, 2024

PLAINTIFF KELVIN MONDRAGON
CONTRERAS

By: _____
Plaintiff and Settlement Class Representative

DATED: _____, 2024

PLAINTIFF ISRAEL GARCIA

By: _____
Plaintiff and Settlement Class Representative

DATED: _____, 2024

PLAINTIFF ELENILSON GUIDO

By: _____
Plaintiff and Settlement Class Representative

DATED: _____, 2024

PLAINTIFF OCTAVIO A. FLORES

By: _____
Plaintiff and Settlement Class Representative

DATED: _____, 2024

PLAINTIFF JOSE CALLES

By: _____
Plaintiff and Settlement Class Representative

DATED: 13-Feb-2024, 2024

PLAINTIFF KELVIN MONDRAGON
CONTRERAS

By:  _____
Kelvin Mondragon (Feb 13, 2024 17:43 PST)
Plaintiff and Settlement Class Representative

DATED: _____, 2024

PLAINTIFF ISRAEL GARCIA

By: _____
Plaintiff and Settlement Class Representative

DATED: _____, 2024

PLAINTIFF ELENILSON GUIDO

By: _____
Plaintiff and Settlement Class Representative

DATED: _____, 2024

PLAINTIFF OCTAVIO A. FLORES

By: _____
Plaintiff and Settlement Class Representative

DATED: _____, 2024

PLAINTIFF JOSE CALLES

By: _____
Plaintiff and Settlement Class Representative

DATED: _____, 2024

PLAINTIFF KELVIN MONDRAGON
CONTRERAS

By: _____
Plaintiff and Settlement Class Representative

DATED: 14/02/2024, 2024

PLAINTIFF ISRAEL GARCIA

By:  Israel Garcia (14, 2024 11:42 PST)
Plaintiff and Settlement Class Representative

DATED: _____, 2024

PLAINTIFF ELENILSON GUIDO

By: _____
Plaintiff and Settlement Class Representative

DATED: _____, 2024

PLAINTIFF OCTAVIO A. FLORES

By: _____
Plaintiff and Settlement Class Representative

DATED: _____, 2024

PLAINTIFF JOSE CALLES

By: _____
Plaintiff and Settlement Class Representative

DATED: _____, 2024

PLAINTIFF KELVIN MONDRAGON
CONTRERAS

By: _____
Plaintiff and Settlement Class Representative

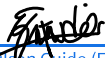
DATED: _____, 2024

PLAINTIFF ISRAEL GARCIA

By: _____
Plaintiff and Settlement Class Representative

DATED: 2-Feb-2024, 2024

PLAINTIFF ELENILSON GUIDO

By:  _____
Elenilson Guido (Feb 13, 2024 17:46 PST)
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: March 4, 2024

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

By: 
Stuart Tochner
Kathleen J. Choi
Attorneys for Defendant
DOMETIC CORPORATION

DATED: _____, 2024

GORDON REES SCULLY MASUKHANI, LLP

By: _____
Peter Choi
Jennifer Weatherup
Attorneys for Defendant
TWIN EAGLES, INC.

DATED: _____, 2024

HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiffs

APPROVED AS TO FORM:

DATED: _____, 2024

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

By: _____
Stuart Tochner
Kathleen J. Choi
Attorneys for Defendant
DOMETIC CORPORATION

DATED: March 15, 2024

GORDON REES SCULLY MASUKHANI, LLP

By:  _____
Peter Choi
Jennifer Weatherup
Attorneys for Defendant
TWIN EAGLES, INC.

DATED: February 14, 2024

HAINES LAW GROUP, APC

By:  _____
Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiffs

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

OCTAVIO A. FLORES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

TWIN EAGLES, INC., a California corporation;
DOMETIC CORPORATION; a Delaware
corporation; and DOES 1 through 100,

Defendants.

Case No. 22STCV14710

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED
SETTLEMENT**

To: All current and former non-exempt employees who worked for Defendants Twin Eagles, Inc., and Dometic Corporation in California from May 3, 2018 through August 11, 2023 (the “Class Period”). These employees will be referred to as the “Settlement Class” or “Settlement Class members.”

**PLEASE READ THIS NOTICE CAREFULLY.
THIS NOTICE IS BEING PROVIDED TO YOU IN BOTH ENGLISH AND SPANISH.
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT.**

Why should you read this notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in *Octavio A. Flores v. Twin Eagles, Inc. and Dometic Corporation*, Los Angeles County Superior Court Case No. 22STCV14710 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Defendants Twin Eagles, Inc. and Dometic Corporation’s (“Defendants”) records indicate that you were employed by Defendants as a non-exempt employee in California between May 3, 2018 through August 11, 2023 (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves this Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

On May 3, 2022, Plaintiff Octavio A. Flores (“Plaintiff”) filed a class action lawsuit alleging the following causes of action against Defendants: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting time penalties; and (7) unfair competition. On July 11, 2022, Plaintiff Flores filed a First Amended Class and Representative Action Complaint (“FAC”) to add a cause of action for civil penalties under the Private Attorneys’ General Act (“PAGA”). Additionally, as part of the Settlement, the Parties agreed to the filing of the operative Second Amended Class and Representative Action Complaint (“SAC”) to add Jose Calles, Kelvin Mondragon Contreras, Israel Garcia, and

Elenilson Guido as named plaintiffs and class representatives and to allege all claims and theories of liability that are alleged in Plaintiff's LWDA letter dated May 3, 2022 that were not alleged in the First Amended Complaint. Plaintiffs Octavio A. Flores, Jose Calles, Kelvin Mondragon Contreras, Israel Garcia, and Elenilson Guido are known as the "Class Representatives," and their attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

Defendants deny that they have done anything wrong or that they owe Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, this class-wide Settlement constitutes a compromise of highly disputed claims and should not be construed as an admission of liability on the part of Defendants, by whom all liability is expressly denied.

The Court has not ruled on the merits of Plaintiffs' claims. However, to avoid additional expense, inconvenience, and interference with Defendants' business operations, the parties have agreed to settle the Lawsuit on the terms summarized in this Notice. After Defendants provided relevant information and documents to Class Counsel, the Settlement was reached after mediation and intensive arm's length negotiations between the parties.

The Class Representatives and Class Counsel support this Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

Who are the attorneys?

Attorneys for Plaintiffs/Settlement Class Members: HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Sean M. Blakely sblakely@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355	Attorneys for Defendant Dometic Corporation: OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. Stuart Tochner stuart.tochner@ogletreedeakins.com 400 South Hope Street Suite, 1200 Los Angeles, California 90071 Tel: (213) 457-5858 Fax: (213) 239-9045 Attorneys for Defendant Twin Eagles, Inc. GORDON REES SCULLY MANSUKHANI, LLP Peter Choi pchoi@grsm.com 633 West Fifth Street, 52nd Floor Los Angeles, CA 90071 Tel.: (213) 929-2401
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees employed by Defendants in California from May 3, 2018 through August 11, 2023. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release claims against Defendants as specifically described below.

Defendants have agreed to pay \$550,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Lawsuit, including claims by Settlement Class members, attorneys' fees and costs, settlement administration costs,

payment to the Labor & Workforce Development Agency (“LWDA”) for its share of civil penalties under the PAGA, and Plaintiffs’ Enhancement Payments.

The following deductions from the Gross Settlement Amount will be requested by the Parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$10,000.00 from the Gross Settlement Amount to pay the settlement administration costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is estimated to be \$183,333.33, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$35,000.00 for reimbursement of verified costs Class Counsel incurred in connection with the Lawsuit.

Plaintiffs’ Enhancement Payments. Class Counsel will ask the Court to approve an Enhancement Payments of up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff Flores, and up to Five Thousand Dollars and Zero Cents (\$5,000.00) each to Plaintiffs Calles, Contreras, Garcia, and Guido, for a total of Twenty-Seven Thousand Five Hundred Dollars and Zero Cents (\$27,500.00). This payment is to compensate Plaintiffs for their services and extra work performed on behalf of the Settlement Class members.

PAGA Payment to State of California. \$15,000.00 will be paid to the LWDA, representing 75% of the \$20,000.00 the parties have agreed to allocate to the settlement of Plaintiffs’ claim on behalf of the Settlement Class members under the PAGA. The remaining \$5,000.00 will be payable to certain Settlement Class members as the “PAGA Amount,” as described below.

Calculation of Settlement Class members’ Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount, which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (defined below). The Net Settlement Amount (“NSA”) is estimated to be approximately \$274,166.67 and will be divided as follows:

- (i) Payments to All Participating Settlement Class Members: The Settlement Administrator will calculate payments from the NSA based on each participating Settlement Class member’s proportionate Workweeks worked during the Class Period. Specifically, each participating Settlement Class member’s payment from the NSA will be calculated by multiplying the NSA by a fraction, the numerator of which is the participating Settlement Class member’s number of Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all participating Settlement Class members during the Class Period.
- (ii) PAGA Amount: \$5,000 has been designated as the “PAGA Amount” and will be allocated to all Settlement Class members who were employed by Defendants at any time from May 3, 2021 through August 11, 2023 (the “PAGA Period”) (regardless of whether they opt out of the Settlement Class) in proportion to the number of workweeks that he or she worked during the PAGA Period.

Allocation and Taxes. For tax purposes, an Individual Settlement Payment from the NSA shall be treated as follows: one-third (1/3) of each Individual Settlement Payment shall be designated as wages subject to W-2 reporting and normal payroll withholdings; and two-thirds (2/3) of each Individual Settlement Payment shall be designated as penalties and interest. Any payment from the PAGA Amount will be classified as 100% penalties. The Settlement Administrator will be responsible for issuing to Settlement Class members IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the Settlement Payments. The Settlement Administrator, Defendants and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. Upon the Effective Date and the complete funding of the Gross Settlement Amount, Plaintiffs and every Settlement Class member (except those who opt out) will fully release and discharge Defendants, and all of their past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively the “Released Parties”) from all claims, demands, rights, liabilities and causes of action that were pled in the operative Second Amended Class and Representative Action Complaint, or could have reasonably been alleged in the Second Amended Class and Representative Action Complaint (“SAC”) based on the factual allegations therein, that arose during the Class Period, including: (a) failure to pay all regular wages, minimum wages and overtime wages due; (b) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) failure to provide complete, accurate or properly formatted wage statements; (d) waiting time penalties; (e) failure to authorize and permit rest periods, and to properly provide premium pay in lieu thereof; (f) unauthorized deductions from wages; (g) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the SAC; and (h) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief (“Class Released Claims”). The period of the Class Released Claims shall extend to the limits of the Class Period.

In addition, all Settlement Class members (regardless of whether they opt out) who worked for Defendants at any time during the PAGA Period are “Aggrieved Employees” and shall release the Released Parties from all claims for civil penalties that could have been premised on the facts alleged within the May 3, 2022 exhaustion letter filed with the Labor and Workforce Development Agency (“LWDA”) by Plaintiff Flores (“the PAGA Released Claims”).

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your Individual Settlement Payment based on your proportionate number of workweeks worked during the Class Period, the proportionate number of workweeks worked during the PAGA Period, as stated in the enclosed Notice of Estimated Individual Settlement Payment. You will also be bound by the Settlement, including the release of claims stated herein.

If you are issued a Settlement, Check, you must cash the check(s) within 180 days from the date the Settlement Administrator mails it to you. Any checks that were not cashed within 180 days shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.

What other options do I have?

Disputing Information in Notice of Estimated Individual Settlement Payment. Your estimated Individual Settlement Payment is based on your number of proportionate workweeks worked during the Class Period and the proportionate number of workweeks worked during the PAGA Period. The information contained in Defendants' records regarding each of these factors is listed on the accompanying Notice of Estimated Individual Settlement Payment. If you disagree with what is contained in your Notice of Estimated Individual Settlement Payment, you may submit a dispute, along with any supporting information and documentation, in accordance with the procedures stated in the Notice of Estimated Individual Settlement Payment. Any disputes, along with supporting information and documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments, and the Settlement Administrator's determination shall be binding upon the Settlement Class member and the Parties.

Excluding Yourself from the Settlement. If you **do not** wish to take part in the class action Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion" letter or card postmarked no later than <<RESPONSE DEADLINE>>, with your full name, current address and telephone number, last four digits of your social security number, and signature. The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *OCTAVIO A. FLORES V. TWIN EAGLES, INC. AND DOMETIC CORPORATION*, LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT."

Send the Request for Exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a valid and timely Request for Exclusion shall, upon receipt, no longer be a Settlement Class member, shall be barred from participating in any portion of the class action Settlement, and shall receive no monetary benefits from the class action Settlement. However, all Settlement Class members who worked for Defendants during the PAGA Period, including those who opt out, will be bound by the PAGA portion of the Settlement and will receive a portion from the PAGA Amount for release of their PAGA claims as described above. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Your written objection should include your full name, current address, the name and address of any attorney representing you, the case name and number, each specific objection, and any legal or factual support for each objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence. Objections should be submitted by mail to the Settlement Administrator and must be postmarked on or before <<RESPONSE DEADLINE>>.

Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department SSC-1 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. You have the right to appear either in person or through your own attorney at this hearing. You need not file a written objection in order to appear at the Final Approval Hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case, which is *Octavio A. Flores v. Twin Eagles, Inc. and Dometic Corporation*, Los Angeles County Superior Court Case No. 22STCV14710.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department SSC-1 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. The Court will also be asked to rule on Class Counsel's request for attorneys' fees and costs, settlement administration costs, and Plaintiffs' Enhancement Payments. The Final Approval Hearing may be postponed without further notice to the Class. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

If the Court grants Final Approval, the Court will issue a final judgment which shall be posted on the Settlement Administrator's website (<http://www.phoenixclassaction.com>).

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, during regular court hours. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANTS, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT.

Reminder as to time limits

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

EXHIBIT 2

NOTICE OF ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT

OCTAVIO A. FLORES V. TWIN EAGLES, INC. AND DOMETIC CORPORATION
Los Angeles County Superior Court Case No. 22STCV14710

Please complete, sign, date and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

Phone number (if you wish to be contacted by phone)

(III) Information Used to Calculate Your Estimated Individual Settlement Payment:

According to Twin Eagles, Inc., and Dometic Corporation's ("Defendants") records:

- (a) you worked [REDACTED] workweeks between May 3, 2018 through August 11, 2023 in California for Defendants; and
- (b) you worked [REDACTED] workweeks between May 3, 2021 through August 11, 2023 in California for Defendants.

Based on the above, your Individual Settlement Payment is estimated at \$ [REDACTED].

(IV) If you disagree with items (a) and/or (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting documentation with this Form:

If you dispute the above information garnered from Defendants' records, Defendants' records will control unless you are able to provide documentation that establishes otherwise. If there is a dispute about whether Defendants' information or yours is accurate, and the dispute cannot be resolved informally by the Parties,

the dispute will be resolved by the Settlement Administrator as described in the accompanying “Notice of Pendency of Class Action and Proposed Settlement.”

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE
POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.**

EXHIBIT B

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

May 3, 2022

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: *Octavio A. Flores vs. Twin Eagles, Inc., et al.*

To Whom It May Concern:

Please be advised that this law firm represents Octavio A. Flores (“Mr. Flores”) in claims arising from his employment with Twin Eagles Inc., Dometic Corporation, and Does 1 through 100 (collectively, “Defendants”). Mr. Flores is an “aggrieved employee” as defined by Labor Code section 2698, *et seq.* due to Defendants’ numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” are all current and former non-exempt employees employed by Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants employed Mr. Flores in the non-exempt job position of “Assembler” (or similarly titled position). Mr. Flores was initially hired by Defendants in approximately 2012 and worked for Defendants up until approximately February 11, 2022.

Throughout Mr. Flores’s employment with Defendants, Defendants utilized a timekeeping system which resulted in Mr. Flores and other aggrieved employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Defendants’ timekeeping policies/practices were not even handed and have resulted in Mr. Flores and other aggrieved employees not being compensated for all hours worked. Further, on occasions when Mr. Flores worked over eight hours in a workday and/or forty hours in a workweek, Defendants’ timekeeping policies/practices deprived him of additional overtime wages earned. Due to Defendants’ timekeeping policies/practices that fail to compensate for all hours worked, Mr. Flores and other aggrieved employees were not compensated for all required minimum and overtime wages.

Defendants also failed to provide Mr. Flores and other aggrieved employees with all legally compliant meal periods due to Defendants’ meal period policies/practices, which have resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods. In addition, Defendants failed to provide Mr. Flores and other aggrieved employees with second meal periods on shifts over 10.0 hours. During at least a

portion of the relevant time period, Defendants did not require Mr. Flores and other aggrieved employees to record their meal periods. Instead, upon information and belief, Defendants automatically deducted 30 minutes from the total hours worked for each shift worked regardless of whether the employee took a full 30-minute compliant meal period. On those occasions when Mr. Flores and other aggrieved employees were not provided with all legally-required meal periods to which they was entitled, Defendants failed to compensate Mr. Flores and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Defendants maintained no payroll code or other mechanism for paying meal period premiums under Labor Code § 226.7 in the event a legally compliant meal period was not provided to their non-exempt employees.

Defendants have also failed to authorize and permit all rest periods to Mr. Flores and other aggrieved employees. Specifically, Defendants have often failed to authorize and permit a net 10-minute rest period for every four hours worked or major fraction thereof, and Mr. Flores and other aggrieved employees often have had to take short (less than 10 minutes) rest periods, due to their workload. Despite failing to authorize and permit Mr. Flores and other aggrieved employees to take all rest periods to which they are entitled, upon information and belief, during at least a portion of the relevant time period, Defendants maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7 and did not pay Mr. Flores or other aggrieved employees any rest period premiums.

As a result of Defendants' failure to compensate Mr. Flores and other aggrieved employees for all minimum wages, overtime wages, and all meal and rest period premium wages, Defendants maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements. As a further result of Defendants' failure to compensate Mr. Flores and other aggrieved employees for all minimum wages, overtime wages, and all meal and rest period premium wages, Defendants failed to pay Mr. Flores and other aggrieved employees all wages owed at the time of their separation of employment with Defendants.

As described above, Defendants committed, and continue to commit, the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 1 ("Wage Order 1"):

Minimum Wage Violations

Defendants were, and are, required to pay Mr. Flores and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194, 1194.2, 1197, and Wage Order 1, § 4. As alleged above, Defendants maintained, and continue to maintain, timekeeping policies/practices and pay policies/practices that regularly, systematically, and impermissibly fail to compensate Mr. Flores and other aggrieved employees for all hours

worked. As a result of these policies/practices, Mr. Flores and other aggrieved employees have been, and continue to be, deprived of all required minimum wages.

Overtime Violations

Defendants are required to compensate non-exempt employees, including Mr. Flores and other aggrieved employees, for all overtime hours worked pursuant to Labor Code §§ 204, 510, 558, 1194, 1198 and Wage Order 1. Wage Order 1, § 3 requires an employer to pay an employee “one and one-half (1½) times [the] employee’s regular rate of pay” for work in excess of 8 hours per workday or over 40 hours in a workweek, and for the first eight (8) hours on the seventh (7th) day of work. Wage Order 1, § 3 also requires an employer to pay an employee double the employee’s regular rate of pay for work in excess of 12 hours on any workday and for work in excess of eight hours on the seventh consecutive day of work in the workweek.

As alleged above, Defendants have caused Mr. Flores and other aggrieved employees to work overtime hours but have not compensated Mr. Flores or other aggrieved employees at one and one-half times (or two times, in the case of double-time) their “regular rate” of pay for such hours.

Meal Period Violations

As alleged above, Defendants failed to provide Mr. Flores and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7, 512, 558; Wage Order 1, § 11. As a result, Mr. Flores and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”).

Rest Period Violations

As alleged above, Defendants also failed, and continue to fail, to authorize and permit Mr. Flores and other aggrieved employees to take all rest periods to which they are legally entitled. Wage Order 1, § 12 and California Labor Code §§ 226.7, 512, and 558 establish the right of employees to be authorized and permitted to take a paid rest period of at least ten (10) minutes net rest time for each four (4) hour period worked, or major fraction thereof. As a result of Defendants’ failure to authorize and permit rest periods, Mr. Flores and other aggrieved employees are owed an additional hour of wages at their regular rates of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday

that the meal or rest period is not provided.”).

Wage Statement Violations

Defendants have knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Mr. Flores and other aggrieved employees with complete and accurate wage statements with respect to their actual regular hours worked, total gross wages earned, total net wages earned, and rest period premium wages earned, in violation of Labor Code § 226 *et seq.* Defendants’ failure in furnishing Mr. Flores and other aggrieved employees with complete and accurate itemized wage statements resulted in injury, as said failures led to, among other things, the non-payment of all earned wages and deprived them of the information necessary to identify the discrepancies in Defendants’ reported data.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. As alleged above, Defendants failed to timely pay aggrieved former employees all of their final wages at the time of separation, including all minimum and overtime wages, and all meal and rest period premium wages. Pursuant to Labor Code § 203, Defendants’ failure to pay all final wages due to aggrieved employees was willful and, consequently, entitles aggrieved former employees to waiting time penalties equal to one day of wages at their standard rate for each day Defendants failed to pay their final wages after their separation, up to a maximum of thirty days.

Failure to Maintain Records

As alleged herein, Defendants failed to maintain accurate records of employees’ hours worked and employee meal periods, in violation of Labor Code §§ 1174, 1198, and 1199 and Wage Order 1, § 7 (“Every employer shall keep accurate information with respect to each employee including...time records showing when the employee begins and ends each work period. Meal periods...and total daily hours worked shall also be recorded.”).

As an “aggrieved employee,” Mr. Flores will initiate a civil action on behalf of himself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Flores’s own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

- a. Defendants violated Labor Code §§ 558, 1182.12, 1194, 1194.2 and 1197 by failing to pay Mr. Flores and other aggrieved employees the statutory minimum wage for all hours worked;
- b. Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Flores and other aggrieved employees all overtime compensation earned;

- c. Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Flores and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- d. Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Mr. Flores and other aggrieved employees all required rest periods and failing to pay rest period premiums to Mr. Flores and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- e. Defendants violated Labor Code § 226 *et seq.* by failing to furnish Mr. Flores and other aggrieved employees with accurate and compliant itemized wage statements;
- f. Defendants have violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to aggrieved former employees;
- g. Defendants violated Labor Code § 204 by failing to pay Mr. Flores and other aggrieved employees all wages earned at least twice during each calendar month; and
- h. Defendants violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Flores and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: Twin Eagles, Inc. (via Certified Mail); Dometic Corporation (via Certified Mail)