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individually and on behalf of all others similarly situated

SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

ANTHONY CAYETANO and KEVIN WATTERS, individually and on behalf of all others similarly situated,

Plaintiff,

v.

Value Windows and Doors, Inc.; Value Vinyl Windows & Doors, Inc.; Moreno Valley Window & Door Manufacture, Inc.; Value Wholesaler, Inc.; Value Vinyl Extrusions, Inc.; Value Aluminum Windows & Doors, Inc.; Farsighted Transport, LLC; and Eurotek Windows and Doors Inc.; and DOES 1 through 100,

Defendants.

Case No.: 25STCV17064

DECLARATION OF MANNY STARR IN SUPPORT OF MOTION FOR APPROVAL OF SETTLEMENT UNDER PRIVATE ATTORNEYS GENERAL ACT

Date: December 1, 2026
Time: 10:00 a.m.
Dept. SSC-11

DECLARATION OF MANNY STARR

I, Manny Starr, declare:

1. I am an attorney at law duly admitted to practice before all courts in the State of California and am a member of the law firm Frontier Law Center. I am one of the attorneys of record for Plaintiff Anthony Cayetano ("Cayetano"), on behalf of himself and all Aggrieved Employees, in the above-entitled action. My firm serves as co-counsel with Crosner Legal, P.C., counsel for Plaintiff Kevin Watters ("Watters") (collectively with Cayetano, "Plaintiffs"). I have personal knowledge of the matters set forth herein, and if called upon as a witness to testify thereto, I could and would competently do so.

CASE SUMMARY

2. On April 28, 2025, my office submitted Plaintiff Cayetano's PAGA notice letter to the Labor and Workforce Development Agency ("LWDA") and sent the same via certified mail to Defendant Value Windows & Doors, Inc. (LWDA Case No. LWDA-CM-1095108-25). In this letter, Plaintiff asserted that Defendant failed to comply with Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2802.

3. Specifically, the letter alleged that Defendant failed to provide compliant meal and rest periods and pay associated premiums; failed to pay for all hours worked, including off-the-clock work and time lost to rounding; failed to pay all overtime owed; failed to reimburse necessary business expenses, including protective face masks; failed to provide accurate itemized wage statements; and failed to timely pay all wages due upon separation of employment.

4. Thereafter, on June 12, 2025, Plaintiff Cayetano filed this action in Los Angeles County Superior Court, alleging class claims and a claim for PAGA penalties based on the above violations. On May 16, 2025, Plaintiff Watters submitted his own PAGA notice to the LWDA, and on July 31, 2025, he filed a separate PAGA action in Riverside County Superior Court (Case No. CVRI2504280), represented by Crosner Legal, P.C. Frontier Law Center and Crosner Legal thereafter agreed to jointly prosecute both actions.

5. After the filing of the Complaint, Plaintiff and Defendant agreed to mediate on a

PAGA-only basis, with Plaintiff reserving his class claims should the case not resolve. In connection with the mediation, the Parties engaged in informal discovery to allow Plaintiffs to assess the claims and liability and analyze the maximum exposure of penalties. Defendants provided Plaintiffs' counsel with Plaintiffs' personnel files, the number of Aggrieved Employees and pay periods at issue, a sampling of time and payroll records for the Aggrieved Employees, the company handbook, and policy documents pertaining to Defendants' timekeeping and meal and rest break practices. My office retained an independent data expert to analyze the sample time and payroll data, including actual versus rounded time punches. Based on that analysis, Plaintiffs' counsel prepared an analysis of liability and potential maximum exposure for the PAGA penalties.

6. The Parties conducted a full-day mediation with experienced wage and hour mediator Lisa Klerman, Esq. on December 4, 2025, and reached agreement on all material terms at mediation.

7. After thorough investigation and evaluation of the facts and claims, and as a result of arm's-length negotiations, the Parties and their counsel reached the current PAGA settlement for a Gross Settlement Amount of $375,000.00. On December 4, 2025, at mediation, the Parties agreed to a binding Memorandum of Understanding. The fully executed MOU was circulated on December 16, 2025. The Parties then negotiated and signed a long-form PAGA Settlement Agreement ("Settlement" or "Settlement Agreement"). To give the settlement full effect across Defendants' affiliated entities, on June 29, 2026, Plaintiff Cayetano submitted an amended PAGA notice to the LWDA adding the additional Defendant entities. On August 20, 2026, Plaintiffs filed a First Amended Complaint consolidating the two actions and naming the additional Defendant entities. The Parties entered into the PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") on October 1, 2026. A true and correct copy of the Settlement Agreement is attached as Exhibit 1 to the concurrently filed Declaration of Brandon Brouillette.

8. The Parties recognize the risk, expense, and delay of continuing to litigate the PAGA claims, and believe the Settlement to be fair, reasonable, and adequate.

9. Each side has told the other its factual contentions, legal theories, and defenses, and the negotiations proceeded on that basis.

THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

10. Based on the data Defendants provided, Plaintiffs estimated that Defendants would face potential liability of up to approximately $3,680,600 for Plaintiffs' PAGA claims if Plaintiffs succeeded at trial. Specifically, Plaintiffs calculated PAGA penalties based on approximately 308 Aggrieved Employees who worked a total of approximately 7,725 pay periods during the PAGA Period of April 28, 2024 through February 2, 2026.

11. The Gross Settlement Amount is $375,000.00, which is approximately 10.2% of the maximum PAGA penalties.

12. The Net Settlement Amount shall be calculated by deducting the attorneys' fees payment, the litigation costs payment, the service award payments, and the settlement administration costs from the Gross Settlement Amount. Sixty-five percent of the Net Settlement Amount will be paid to the LWDA and 35% will be distributed to the Aggrieved Employees in proportion to their PAGA Pay Periods. Under the PAGA statute, the Individual PAGA Payments are considered penalties and will not be subject to local, state, or federal payroll taxes or withholdings.

13. Although Plaintiffs believe in the merits of the alleged claims and maintain that there is no reason for reducing PAGA penalties, Plaintiffs are aware that Defendants may raise defenses to the claims and to the amount of PAGA penalties, and that those defenses could persuade the Court.

14. Defendants contend their timekeeping and payroll policies comply with California law and that Plaintiffs and the Aggrieved Employees were paid for all hours worked. Defendants also contend:

15. **Off-the-clock work:** Their policies strictly prohibited it, and any such work occurred without management's knowledge.

16. **Rounding:** Their rounding practices were neutral in overall effect.

17. **Meal and rest breaks:** They authorized and permitted all required breaks, and the time records reflect compliant meal periods. Any missed or non-compliant breaks were aberrational, violated company policy, and would require individualized inquiries.

18. **Masks:** Defendants provided all necessary safety equipment, and any masks employees bought were for personal convenience and not reimbursable.

19. **Manageability:** These individualized issues would make a representative trial unmanageable.

20. Moreover, even if Plaintiffs were to prove their claims at trial, the Court has discretion to award only a small percentage of the PAGA penalties. The Gross Settlement Amount was negotiated with this risk in mind, along with the other risks discussed here.

21. Although Plaintiffs believe this case can be tried on a representative basis, they also believe the settlement is fair, given the uncertainty and risk of not prevailing on one or more of the theories alleged in the operative Complaint, the possibility of dismissal for unmanageability, and the potential for appeals.

22. On a raw average, each Aggrieved Employee may potentially recover approximately $237, calculated by dividing 35% of the Net Settlement Amount by the approximately 308 Aggrieved Employees.

23. I have spent significant time researching and pursuing the claims alleged in this action. My office conducted the initial client intake and investigation, drafted and sent pre-litigation records requests and the PAGA notice, filed the Complaint, coordinated the informal discovery exchange, retained and worked with the data consultant, and prepared the mediation brief and damages analysis. Based on my review of all the documents and information, and on my experience in complex representative employment litigation, I believe this settlement to be fair, adequate, and reasonable.

24. After obtaining four bids, the Parties selected Simpluris, Inc. as the Settlement Administrator because its bid was the lowest. Simpluris estimated its administration costs at $5,649 and offered a $1,000 courtesy discount, resulting in a cost of $4,649 based on approximately 308 Aggrieved Employees. The Parties request approval of up to $5,000 in settlement administration expenses. Given the PAGA-only nature of the settlement and the number of Aggrieved Employees, I believe this amount is fair and reasonable. Further details are provided in the concurrently filed Declaration of Michael Bui.

25. My firm was retained on a contingency fee basis. Plaintiff's counsel agreed to advance all costs and receive no fee unless a recovery was obtained. Had Plaintiff not prevailed, counsel would have spent significant time, money, and other resources without any return, and Defendants could have sought their costs of defense. Frontier Law Center and Crosner Legal have agreed to share any fees awarded on a 50/50 basis, and Plaintiff Cayetano has consented to this arrangement in writing.

26. Our office has spent $18,177.30 in expenses pursuing this case. These costs include the LWDA filing fee ($75.00), court filing and service fees, Plaintiffs' share of the mediation fee ($12,500.00), data consultant fees ($2,170.00), and other reasonably necessary costs of prosecuting this action. This excludes costs for filing the present motion, and additional costs are anticipated for final filing and post-approval compliance. A true and correct copy of our expense report (reformatted for attachment as an exhibit) is attached as Exhibit A.

27. I am familiar with the work done on this case and have reviewed our records. They are true and correct to the best of my knowledge. Based on those records, our office has spent approximately 139.8 hours, including paralegal time, litigating the present case, for a lodestar of $69,095. Frontier Law Center's share of the requested fee ($62,500.00) is below our actual lodestar.

28. The Parties engaged in informal discovery and arm's-length negotiations through an experienced wage and hour mediator. Based on my review of all the documents and information, and on my experience in complex class and representative employment litigation, I believe this settlement to be fair, adequate, and reasonable.

29. In terms of my experience in this field, I have been named Class Counsel in several class actions and have been lead counsel in numerous representative PAGA settlements that have been granted approval, including the following:

a. *Joshua Albright, et al. v. Loma Linda Shared Services*, Case No. CIVDS1818361: class action and PAGA case involving failure to pay wages, meal and rest break violations, and failure to indemnify work-related expenses; $600,000.00 settlement; final approval granted;

b. *Tri Nguyen v. First Alarm Security & Patrol, Inc.*, Case No. 18CV332369: class action and PAGA case on behalf of security guards involving various wage and hour issues; $7,250,000 settlement; final approval granted;

c. *Ronnie McNeal v. Platinum Security, Inc.*, Case No. 19STCV05709: PAGA action on behalf of security guards involving meal and rest break violations and failure to pay wages in a timely manner; $300,000 settlement; PAGA settlement approved;

d. *Mervyn Cole v. Saucey, Inc.*, Case No. BC707895: class action and PAGA case involving misclassification of employees and other wage and hour issues; $590,000 settlement; final approval granted;

e. *James Rushing v. Security Intelligence Specialist Corporation*, Case No. 18-civ-1808: class action and PAGA case on behalf of security guards for break and wage statement violations; $480,000 settlement; final approval granted;

f. *Anthony Gaines, et al. v. Triple Canopy, Inc.*, Case No. 19CV345169: class action and PAGA case on behalf of approximately 550 security guards relating to meal and rest break violations and other wage and hour issues; $2,300,000 settlement; final approval granted;

g. *Veronica Espinoza v. Sharp HealthCare*, Case No. 37-2018-00034031-CU-OE-CTL: class action and PAGA case on behalf of hospital employees relating to meal and rest break violations, among other things; $2,125,000 settlement; final approval granted;

h. *Wendy Navarro Garcia v. Widdicombe Enterprises, Inc.*, Case No. 30-2021-01235358-CU-OE-CXC: class action and PAGA case involving failure to provide compliant meal and rest breaks, failure to pay overtime at the correct regular rate, failure to provide accurate itemized wage statements, and failure to pay all wages due at time of termination; $1,200,000 settlement; final approval granted;

i. *Samuel Nudelman v. Heartland Steel Products West LLC*, Case No. STK-CV-UOE-2022-0003348: class action and PAGA case involving failure to pay overtime at the correct regular rate, unpaid meal and rest period premiums, failure to provide

compliant off-premises meal and rest periods, and failure to provide compliant wage statements; $1,032,500 settlement; final approval granted;

j. *Renee Bullock v. Atria Management Company, LLC, et al.*, Case No. CU22-086285: PAGA case involving failure to provide compliant meal and rest breaks, failure to properly account for non-discretionary bonuses in the regular rate of pay for calculating overtime, failure to provide accurate itemized wage statements, and failure to pay all wages due at time of termination; $1,695,000 settlement; PAGA approval granted;

k. *Robert Anthony Gonzalez v. Golden Gate Bell, LLC*, Case No. MSC21-00956: class action and PAGA case involving off-the-clock work, failure to reimburse expenses, failure to provide reporting time pay, meal and rest break violations, and various wage statement and penalty claims; $4,500,000 settlement; final approval granted; and

l. *Raul Antonio Castro v. Clay Lacy Aviation, Inc.*, Case No. 21VECV00304: PAGA case involving various wage and hour violations; $760,000 settlement; PAGA approval granted.

30. The Frontier Law Center attorneys who worked on this case are Manny Starr, who has 7 years of experience and works at a rate of $750 per hour, and Rebecca Harteker, who has 3.5 years of experience and works at a rate of $550 per hour. These are reasonable market rates in Southern California and were reasonably incurred in connection with this litigation.

31. My office submitted Plaintiff Cayetano's initial PAGA notice and amended PAGA notice to the LWDA, and the LWDA has had the opportunity to review and investigate the claims. To my knowledge, the LWDA has not taken any action in response.

32. Contemporaneously with filing this declaration and motion, the Settlement Agreement and motion are being submitted to the LWDA through its online PAGA portal.

33. For the foregoing reasons, it is respectfully requested that the Court approve the settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 21, 2026 at Woodland Hills, California.

/s/ Manny Starr
Declarant

EXHIBIT A

Expenses

for Anthony Cayetano - Employment Claim - Value Windows & Doors Inc - Superior Court Case No.: 25STCV17064

Expense entries

Date	Activity	Description	Staff	Quantity	Price	Billable?	Write Off?	Status	Total
9/7/2026		Case_Anywhere_Invoice_599433	Taylor McCarthy	1	$59.00	True	No	-	$59.00
9/7/2026		Case_Anywhere_Invoice_586194	Taylor McCarthy	1	$59.00	True	No	-	$59.00
8/21/2026		One Legal Credit Card Sale_08737132	Kelly Pineda	1	$24.53	True	No	-	$24.53
8/17/2026		One Legal Credit Card Sale_08715365	Kelly Pineda	1	$46.26	True	No	-	$46.26
8/14/2026		One Legal Credit Card Sale_08713891	Kelly Pineda	1	$46.26	True	No	-	$46.26
8/10/2026		One Legal Credit Card Sale_08687496	Kelly Pineda	1	$18.58	True	No	-	$18.58
7/23/2026		One Legal Credit Card Sale_08618840	Kelly Pineda	1	$18.58	True	No	-	$18.58
7/1/2026		PAID - Case_Anywhere_Invoice_573057	Taylor McCarthy	1	$59.00	True	No	-	$59.00
6/30/2026		Amended PAGA Mail Fee	Kelly Pineda	1	$10.44	True	No	-	$10.44
6/1/2026		PAID - Case_Anywhere_Invoice_559755	Taylor McCarthy	1	$59.00	True	No	-	$59.00
5/5/2026		PAID - Case_Anywhere_Invoice_546321	Taylor McCarthy	1	$59.00	True	No	-	$59.00
4/9/2026		One Legal Credit Card Sale_08245755	Kelly Pineda	1	$46.26	True	No	-	$46.26
4/2/2026		PAID - Case_Anywhere_Invoice_532751	Taylor McCarthy	1	$59.00	True	No	-	$59.00
3/19/2026		PAID - Case_Anywhere_Invoice_519448	Taylor McCarthy	1	$59.00	True	No	-	$59.00
2/26/2026		One Legal Credit Card Sale_08086291	Kelly Pineda	1	$24.53	True	No	-	$24.53
2/3/2026		PAID - Case_Anywhere_Invoice_506141	Taylor McCarthy	1	$59.00	True	No	-	$59.00
1/23/2026		One Legal Credit Card Sale_07953610	Kaylie Urango	1	$24.53	True	No	-	$24.53
1/7/2026		PAID - Case_Anywhere_Invoice_493111	Taylor McCarthy	1	$59.00	True	No	-	$59.00
1/7/2026		PAID - Case_Anywhere_Invoice_480284	Taylor McCarthy	1	$59.00	True	No	-	$59.00
12/18/2025		Creal Consulting, Inc. - INVOICE # 184172 - PAID via check 2/3	Cynthia Rodriguez	1	$2,170.00	True	No	-	$2,170.00
11/20/2025		PAID - Case_Anywhere_Invoice_454485	Taylor McCarthy	1	$59.00	True	No	-	$59.00
11/20/2025		Case_Anywhere_Invoice_467300	Taylor McCarthy	1	$59.00	True	No	-	$59.00
9/23/2025		One Legal Credit Card Sale_07551041	Theresa Anguiano	1	$23.44	True	No	-	$23.44
9/18/2025		Lisa Klerman Mediation Fee	Theresa Anguiano	1	$12,500.00	True	No	-	$12,500.00
9/4/2025		PAID - Case_Anywhere_Invoice_441871	Taylor McCarthy	1	$38.35	True	No	-	$38.35
8/21/2025		One Legal Credit Card Sale_07419974	Theresa Anguiano	1	$23.44	True	No	-	$23.44
7/16/2025		One Legal Credit Card Sale_07321595	Taylor McCarthy	1	$23.44	True	No	-	$23.44
6/16/2025		STENO Invoice 1759111 - 2025-06-16 *DELAY PAY*	Kaylie Urango	1	$1,997.20	True	No	-	$1,997.20
6/13/2025		STENO Invoice 1753934 - 2025-06-12 *DELAY PAY*	Kaylie Urango	1	$59.95	True	No	-	$59.95
6/12/2025		STENO Invoice 1749335 - 2025-06-11 *DELAY PAY*	Kaylie Urango	1	$59.95	True	No	-	$59.95
4/28/2025		PAGA Mail Fee	Kaylie Urango	2	$9.64	True	No	-	$19.28
4/28/2025		ORD-000324651	Taylor McCarthy	1	$75.00	True	No	-	$75.00
4/17/2025		RR Mail Fee	Kaylie Urango	2	$9.64	True	No	-	$19.28
4/16/2025		EVE AI Services Fee	Taylor McCarthy	1	$200.00	True	No	-	$200.00
Total - Write offs									$0.00
Total - Unbillable									$0.00
Total - Billable									$18,177.30
Total									$18,177.30