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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,

Plaintiffs,

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 BRANDON BROUILLETTE 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 BRANDON BROUILLETTE

I, Brandon Brouillette, Declare:

1. I am an attorney duly licensed to practice in California and before this Court, and I am a partner with Crosner Legal PC, counsel of record for Plaintiff Kevin Watters. I make this declaration in support of Plaintiffs' Motion for Approval of PAGA Settlement. If called to testify as to the within facts, I would and could competently do so.

2. Attached hereto as Exhibit 1 is a true and correct, fully-executed copy of the Parties' PAGA Settlement Agreement (the "Settlement Agreement"). Attached hereto as Exhibit 2 is a true and correct copy of Plaintiff Cayetano's amended PAGA notice letter and proof of submission. Attached hereto as Exhibit 3 is a true and correct copy of proof of submission of the operative complaint to the LWDA. Attached hereto as Exhibit 4 is a true and correct copy of proof of submission of the proposed settlement to the LWDA.

3. After inquiry to all other members of my firm, I am unaware of any other class, representative or other collective action in any other court in this or any other jurisdiction that asserts claims similar to those asserted in this action on behalf of a class or group of individuals that would include some or all of the individuals who would be Aggrieved Employees in this matter.

BACKGROUND

4. Defendants are a manufacturing company founded in 2005. The company is headquartered in Southern California and operates six manufacturing plants across Los Angeles, Riverside, and San Bernardino counties. Plaintiffs allege Defendants are a vertically integrated group of interrelated business entities operating under common ownership and control, and include the following affiliated entities: Value Windows and Doors, Value Wholesaler, Moreno Valley Window & Door Manufacture, Value Vinyl Extrusions, Eurotek Windows and Doors, Value Vinyl Windows & Doors, Value Aluminum Windows & Doors, and Farsighted Transport.

5. Plaintiff Cayetano is a former employee of Value Windows and Doors who worked as a Machine Operator from September 2021 through February 2025. Mr. Cayetano worked at Defendants' Duarte facility, where he worked 8-hour shifts, five days per week. Plaintiff Watters is a current employee of Value Windows and Doors, where he has worked as a Production Lead

since approximately February 2025. Mr. Watters works at Defendants' Moreno Valley facility, where he regularly worked shifts ranging from 8 to 12 hours per day, five days per week.

6. After notice to the LWDA and Defendants, and exhausting administrative remedies, on June 12, 2025, Cayetano commenced an initial class action and PAGA lawsuit against Defendants alleging the following claims, both individually and on behalf of a putative California class and Aggrieved Employees: (1) failure to provide compliant meal periods; (2) failure to provide compliant rest periods; (3) failure to pay for all hours worked; (4) failure to pay all overtime owed; (5) failure to reimburse business expenses; (6) wage statement penalties; (7) waiting time penalties; (8) violation of unfair competition law; and (9) PAGA (the "Cayetano Action").

7. After notice to the LWDA and Defendants, and exhausting administrative remedies, on July 31, 2025, Plaintiff Watters filed a PAGA complaint against Defendants, alleging a single cause of action for PAGA civil penalties—on behalf of himself and Aggrieved Employees—predicated on underlying allegations that Defendants failed to pay all wages owed including minimum and overtime wages; failed to provide compliant meal periods; failed to provide compliant rest periods; failed to reimburse business expenses; and failed to provide accurate itemized wage statements (the "Watters Action").

8. Once the cases were at issue, the Parties began meeting and conferring regarding discovery, potential law and motion, and other case management issues, and eventually agreed to attempt a global mediation. They also agreed to and did informally exchange information to permit both sides to evaluate Plaintiffs' allegations. Through this informal discovery, Defendants provided Plaintiffs with information including, inter alia, Plaintiffs' personnel files, the number of potential Aggrieved Employees, the number of aggregate pay periods, pay stubs and time records for a sampling of the Aggrieved Employees, and relevant policy documents regarding Defendants' time keeping and reporting policies and meal and rest break policies, among other pertinent materials.

9. In December 2025, the Parties mediated the case with Lisa Klerman, Esq., a respected professional neutral with extensive class action/wage and hour experience. Before and during the mediation, Plaintiffs and their counsel analyzed, researched, and investigated the potential issues, including matters related to the calculation of damages, trial, and appellate issues

and risks. During mediation, the Parties vigorously debated the likelihood of Plaintiffs' ability to proceed on a representative basis as to the PAGA claims, the legal grounds for Plaintiffs' claims and Defendants' defenses, and the Parties' data analyses and conclusions based on data provided by Defendants. After a contentious day of negotiations, the Parties reached agreement on all major issues. The Parties subsequently formalized their tentative settlement in the Settlement Agreement now before the Court for approval.

10. Finally, in order to fully effectuate the proposed global settlement, Plaintiff Cayetano filed a First Amended Complaint on August 20, 2026 that added Plaintiff Watters as a party-plaintiff and otherwise conforming the FAC's allegations to the terms of the settlement.

SUMMARY OF SETTLEMENT TERMS

11. Under the settlement, Defendants will pay a non-reversionary settlement amount of $375,000 (the "Gross Settlement Amount" or "GSA"). The GSA is inclusive of payments to the LWDA and Aggrieved Employees, costs of settlement administration (estimated at no more than $5,000.00), reasonable enhancement awards to Plaintiffs, and reasonable attorney's fees and costs (Plaintiffs' counsel request attorney's fees equal to 1/3 of the GSA ($125,000) and costs of $20,163.82. Plaintiffs request service awards of $10,000 each). After payment of settlement administration costs, Plaintiffs' service awards, and reasonable attorney's fees and costs from the GSA, Plaintiffs presently estimate about $194,836.18 will remain (the "Net Settlement Amount" or "NSA"). Sixty-five percent of the NSA (about $126,843.52) will go to the LWDA, and the remaining 35% (about $68,192.66) will be distributed to the Aggrieved Employees in proportion to the total number of Pay Periods each individual worked during the PAGA Period, with an average award currently estimated at about $221 per individual.

12. After obtaining 4 total bids, the Parties propose using Simpluris, Inc. as the Settlement Administrator, as the Simpluris bid was the lowest. Simpluris has extensive experience administering PAGA settlements, and has agreed to cap its fees at $9,000.00. [Declaration of Michael Bui, ¶¶ 2-9; Exhs. A-C.] Defendants' will fund the GSA within 30 days of the date the Court enters a final Judgment on its Order Approving the PAGA Settlement, and within 14 days of funding, Simpluris will mail a Notice and settlement check to all Aggrieved Employees via regular

First-Class U.S. Mail, using the most current, known mailing addresses identified in Defendants' records. Aggrieved Employees need not submit claim forms and will automatically receive a Notice and settlement check. Settlement checks will be negotiable for 180 days, after which time any unclaimed residual funds will be forwarded to the California State Controller's Unclaimed Property Fund.

13. The California Supreme Court has explained that a judgment in "a representative action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of 2004 ... is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding." Arias v. Superior Court (2009) 46 Cal.4th 969, 985-86. Accordingly, the release in the Settlement Agreement narrowly releases only civil penalty claims brought under PAGA. Under Arias, the order the Parties request the Court enter is intended to be "binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding." The Settlement Agreement protects the rights of the Aggrieved Employees to bring their own individual claims should they wish. For these reasons, the Parties contend the release narrowly applies only to the PAGA claims alleged, and the Settlement Agreement specifically provides the Release is inapplicable to any claims other than those brought under PAGA.

NATURE OF THE ALLEGED VIOLATIONS

14. Plaintiffs first contend Defendants failed to pay all wages due to being required to work "off the clock" and without compensation. Here, Plaintiffs allege employees were required to work off-the-clock in multiple ways. First, Plaintiffs allege employees were regularly required to continue working after clocking out at the end of their shifts, resulting in straight off-the-clock work for which employees received no compensation. Plaintiffs also allege Defendants maintained an unlawful time rounding policy that systematically underpaid employees. Per Plaintiffs' analysis of the time records, they allege around 47.2% of pay periods reflect underpayments attributable to improper rounding. Additionally, Plaintiffs claim Defendants' rounding practices also applied to meal period punches, resulting in additional uncompensated time. As a result of these violations, Plaintiffs allege employees were not paid for all "hours worked," as that phrase is defined in the

Wage Order and interpreted by California courts.

15. Plaintiffs also allege that they and the Aggrieved Employees did not receive compliant meal periods. Here, Plaintiffs allege numerous "de facto" violations for missed and non-compliant breaks. Per Plaintiffs, lunch breaks regularly were missed, taken late, or cut short largely due to the press of business and need to finish orders on schedule. As a result, Plaintiffs contend employees were pressured to work through their meal breaks to complete their work, or had their meal breaks regularly interrupted or cut short due. Plaintiffs' review of the time records produced suggested about 74.3% of all pay periods had a least one unique meal violation, and the pay records likewise do not reflect corresponding payment of premium wages.

16. Plaintiffs similarly contend Defendants failed to provide Plaintiffs and the Aggrieved Employees with compliant rest periods for essentially the same reasons, i.e. the pressure to complete their work within specific timeframes and having breaks interrupted by the press of business and the need complete orders on time. For the purposes of mediation, Plaintiffs assumed that each employee did not receive at least one rest break they were entitled to per pay period, resulting in a 100% violation rate. Per Plaintiffs, the pay records suggest Defendants did not pay any rest period premiums.

17. Next, Plaintiffs allege Defendants violated Labor Code section 2802 and failed to properly reimburse employees for their expenses, and in particular employees had to purchase their own protective face masks for use in the manufacturing facilities, which masks needed regular replacement. Per Plaintiffs, these masks were absolutely necessary due to the materials used in the manufacturing process and Plaintiffs understood Defendants previously had issues with OSHA regarding poor air quality in their facilities.

18. Finally, Plaintiffs also allege derivative claims for failure to provide accurate wage statements under Labor Code § 226 and failure to pay all wages due and owing upon separation of employment under Labor Code §§ 201-203.

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NUMBER OF ALLEGED VIOLATIONS AND POTENTIAL PENALTIES

19. For mediation, Defendants indicated they employed approximately 308 non-exempt employees in California during the relevant time frame (including 116 former employees), and these individuals worked approximately 7,725 pay periods during that time. Based on the data provided by Defendants, Plaintiffs estimated Defendants' maximum PAGA exposure at approximately $3,680,600, including about $772,500 on the unpaid wage/off the clock claims, about $574,000 on the meal period claims, $772,500 on the rest period claims, $772,500 on the expense reimbursement claims, $772,500 on the wage statement claims, and about $16,600 in penalties for failing to timely pay wages on separation of employment.

20. We calculated these amounts as follows:

Unpaid Wages/Off the Clock

7,725 pay periods * 100% violation rate * $100/violation = $772,500

Meal Period Violations

7,725 pay periods * 74.3% violation rate * $100/violation = $574,000

Rest Period Violations

7,725 pay periods * 100% violation rate * $100/violation = $772,500

Expense Reimbursement

7,725 pay periods * 100% violation rate * $100/violation = $772,500

Wage Statement Violations

7,725 pay periods * 100% violation rate * $100/violation = $772,500

Untimely Final Wages

166 former employees * 1 violation/employee * $100/violation = $16,600

THE SETTLEMENT MEETS THE KULLAR FACTORS, INCLUDING THE STRENGTH OF PLAINTIFFS' CASE, THE DISCOVERY PERFORMED, AND AMOUNT OFFERED IN SETTLEMENT

21. In response to Plaintiffs' unpaid wage claim, Defendants argued their timekeeping and payroll policies fully comply with California and that it paid Plaintiffs and the Aggrieved Employees for all hours worked the correct rates of pay. Defendants further emphasized their policies strictly prohibited off the clock work, and if any such work occurred it was done in violation of company policy and without management's approval or knowledge. Defendants also

contended that any time rounding was entirely neutral in its overall effect and did not deprive employees of any compensable time or pay.

22. On the meal break claims, Defendants offered multiple defenses. First, it emphasized it authorized and permitted all necessary breaks, and that employees received full uninterrupted lunch periods as reflected in Defendants' time records. Defendants further argued that even to the extent meal or rest breaks were missed or arguably non-compliant, it was in violation of company policy and aberrational, and would require significant individual inquiries to determine the reasons underlying any such alleged violations and whether it was by employee choice or some other reason. Thus, per Defendants, any trial on this issue would be unmanageable because of these individualized issues.

23. As with meal breaks, Defendants argued the applicable rest break policies complied with California law, and that it authorized and permitted employees to take all required breaks. Further, per Defendants, in light of the fact that it is not required to maintain a record of rest periods, any evidence of failure to authorize rest periods and/or discouragement from taking rest periods would be purely anecdotal and individual issues would predominate on liability. This arguably would once again make a trial unmanageable since the number of instances an employee missed a rest break would have to be tested on a case by case basis to determine compliance.

24. For the expense reimbursement claim, Defendants argued they provided all necessary safety equipment needed by employees to perform their jobs safely. Per Defendants, if employees purchased their own masks it was for personal convenience or comfort and the expense was neither reasonable nor necessary to perform the job. Thus, per Defendants, no reimbursement is owed under Labor Code section 2802.

25. On the alleged wage statement violations and alleged failure to timely pay final wages, since the claims are derivative they will rise or fall along with the primary claims, in addition to being subject to "good faith" and other defenses available to Defendants. Accordingly, Plaintiffs had to discount the value of these claims significantly in light of these multiple potential defenses. Defendants also contended a substantial discount should be applied to the civil penalties for these derivative (i.e., "stacked") violations, as it would be unfair to penalize Defendants multiple times

for the same violation.

26. Defendants also emphasized PAGA gives the Court wide latitude to reduce the amount of civil penalties "based on the facts and circumstances of a particular case" if "to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." I'm aware of several state and federal courts in California have applied significant reductions to PAGA civil penalties even after plaintiffs prevailed on the merits, and we accounted for this factor in evaluating the proposed settlement.

27. Thus, Defendants raised various and multi-layered defenses to each of Plaintiffs' claims, anyone of which, if successful, could have derailed Plaintiffs' case. And Defendants vowed to raise all these defenses at trial. Accordingly, Plaintiffs faced risky issues going forward with litigation, and it could have taken years to realize any recovery in this action along with the possibility of post-trial appeals. In addition to its merits defenses and arguing trial would be unmanageable, Defendants also intended to raise additional defenses on damages, including the proper measure of civil penalties and the appropriate discount to place on any assessment of such penalties.

28. Although Plaintiffs, co-counsel and I believe we could have prevailed, there was no such guarantee. When the risks of overcoming a manageability defense, prevailing at trial on the merits on all claims, securing the maximum theoretical civil penalties, and appellate risks all are factored into the equation, the settlement value is reasonable and supported. Of course, to recover anywhere near the maximum penalties Plaintiffs would have to shoot for the moon and win both liability and maximum penalties on all claims for every single pay period at issue, which outcome, for the reasons discussed, is unlikely. After discounting the estimated maximum damages to account for these defenses, Plaintiffs estimated the likely exposure after trial at around $736,120 by applying an across the board 80% risk discount to the maximum penalties ($3,680,600 * 0.8). We further applied a 50% discount to account for the Court's discretion to reduce any penalties awarded, and therefore estimated the final risk-discounted exposure at about $368,080. Thus, the proposed settlement represents about 11% of the theoretical maximum exposure, and a little over 100% of the estimated exposure after trial. In light of this, and given Defendants' various procedural

and merits defenses, as well as the substantial penalty reductions ordered in the cases above – which occurred after trial – the proposed settlement is reasonable.

SUBMISSION TO THE LWDA

29. My office timely served the LWDA with the Settlement Agreement and this Motion, and notified the LWDA of this approval hearing.

PLAINTIFFS' REQUESTED SERVICE AWARDS ARE REASONABLE

30. Pursuant to the terms of the settlement, Plaintiffs each seek a modest incentive award of $10,000 for their service in bringing these claims on behalf of the State and Aggrieved Employees. The requests are reasonable given the risks each undertook, and by contacting and retaining counsel to pursue these claims, Plaintiffs helped make this settlement possible for the absent Aggrieved Employees and LWDA, while shouldering the risk of being liable for Defendants' litigation costs. Plaintiffs also exposed themselves to unwanted notoriety related to filing a public lawsuit (discoverable even through a simple google search) for the benefit of other employees, placing each at risk of discrimination by future prospective employers. As set forth in more detail in their respective declarations filed herewith, among taking many other actions assisting in the successful litigation of this case, Plaintiffs provided substantial factual information and documents to counsel, attended numerous meetings/phone conferences with counsel to discuss the case, and were kept abreast of all significant developments. Finally, both Plaintiffs are agreeing to a full general release of all claims against Defendants rather than the far more limited release of PAGA claims only that will apply to the Aggrieved Employees. Accordingly, the requested enhancement payments to Plaintiffs are appropriate and justified as part of the settlement.

THE REQUESTED FEES AND COSTS ARE FAIR AND REASONABLE

31. Under the terms of the Settlement Agreement, I respectfully request an award of attorney's fees to Plaintiffs' counsel equal to 1/3 of the total settlement amount, or $125,000.00. A one-third common fund attorney fee award is consistent with what courts have awarded Plaintiffs' counsel in other representative actions. Awarding attorney's fees of one-third of a gross settlement amount is favored by California courts when a fund established for the common benefit of others

is involved, such as here. Crosner Legal and Frontier Law will share any fees awarded on a 50/50 basis.

32. There are several additional factors why I believe that the Court should award one-third of the common fund as a reasonable attorney's fee. First, our efforts and those of co-counsel resulted in a common fund settlement amount of $375,000.00, which for the reasons explained, is fair and reasonable in light of the risks/defenses Defendants raised in litigation and threatened to raise at trial and in post-trial appeals. Further, this is a significant sum that furthers the purposes underlying PAGA such as augmenting the state's enforcement capabilities, encouraging compliance with Labor Code provisions, and deterring future non-compliance. Moreover, this result was achieved by the work and success of Plaintiffs' counsel, who negotiated the settlement after extensive preparation, informal discovery, and an adversarial mediation.

33. Second, Plaintiffs faced significant risks going forward with the litigation. As discussed above, Defendants raised various defenses to their claims, anyone of which, if successful, could have decimated Plaintiffs' case. Plaintiffs faced risky legal issues going forward with this litigation, and it would have taken several more years to realize any recovery in this action along with the possibility of post-trial appeals,

34. Third, we are experienced class and representative action litigators, and have achieved several approved PAGA settlements. This experience and expertise, combined with the high quality of work performed, resulted in the settlement achieved in this case.

35. I am a graduate of Loyola Law School, Los Angeles, from which I received a *juris doctorate* degree in 2009. Prior to attending law school, I attended the University of Southern California, from which I received a *bachelors of science* in Business Administration in 2006.

36. I have been a Partner at Crosner Legal since February 1, 2023. Prior to joining Crosner Legal, I was a Senior Associate and Team Director of a Wage and Hour Litigation Team at Capstone Law APC, which I originally joined as an associate attorney in May 2016.

37. Since being admitted to the California State Bar in 2010, my entire legal career has been dedicated to protecting employee and consumer rights through the prosecution of class action and representative actions filed on behalf of plaintiffs in class actions and statewide representative

actions. Throughout my career I have managed or co-managed more than 100 class action and PAGA representative cases, from initial filing of the complaint through final resolution.

38. In particular, I have served as class counsel in several certified class action cases, including:

a. *Party City Wage and Hour Cases*, JCCP4781 (class counsel for certified class of non-exempt hourly employees who worked for Defendants in California)

b. *Lewis v. Express Messenger Systems*, Los Angeles Superior Court Case No. BC501521 (class counsel for certified class of last-mile delivery drivers who were alleged to be misclassified as independent contractors)

c. *Ramirez-Vivar v. Grifols Diagnostic Solutions, Inc.*, *et al.*, Alameda County Superior Court, Case No. RG21099519 (class counsel for certified classes of non-exempt hourly employees who worked for Defendants in California)

d. *Jones v. LA Live*, Los Angeles County Case No. BC687908 (class counsel for certified issue classes consisting of hourly employees who worked at Staples Center and Nokia Theater)

39. The following is a representative sample of settlements in wage and hour class action and PAGA representative cases in which I was listed as an attorney of record and either managed, or co-managed with attorneys at my firm and other co-counsel:

e. *Cruz v. Walmart*, Los Angeles County Super. Ct. Case No. 18STCV03128 ($15 million global PAGA settlement on behalf of hourly employees statewide for alleged Labor Code violations.)

f. *Vorise v. 24 Hour Fitness USA, Inc.*, Contra Costa County Super. Ct., Case No. C 15-02051 ($11 million global PAGA settlement on behalf of over 36,000 employees for Labor Code violations.)

g. *Gross v. Sodexo*, Kern County Super Ct., Case No. BCV-18-101746 Capstone ($4.75 million class and PAGA settlement on behalf of class of non-hourly employees for Labor Code violations.)

h. *Campbell v. AEG* ($1.8M class and PAGA settlement on behalf of group of hourly

employees who worked at concert venues in California for alleged Labor Code violations)

i. *Fiebelkorn v. AEG*, et al. Los Angeles Superior Court Case No. BC717337 ($1.75M class settlement on behalf of group of hourly employees who worked at Oakland Coliseum for alleged Labor Code violations)

j. *Amaro v. Anaheim Arena Management*, Orange County Superior Court Case No. 30-2017-00917542 ($2,212,500 class and PAGA settlement on behalf of group of hourly employees who worked at Honda center in Anaheim California for alleged Labor Code violations)

k. *Espindola v. Panda Express,* San Bernardino Superior Court Case No. CIVDS1931455 ($3.125M class and PAGA settlement on behalf of hourly employees statewide for alleged Labor Code violations)

l. *Gold v. Benihana*, San Diego Court Superior Court Case No. 37-2016-00022320-CU-OE-NC ($2.25M class and PAGA settlement on behalf of hourly employees statewide for alleged Labor Code violations)

m. *Party City Wage and Hour Cases*, JCCP4781 ($6.5M class and PAGA settlement on behalf of hourly employees statewide for alleged Labor Code violations)

n. *Lewis v. Express Messenger Systems*, Los Angeles County Super Court Case No. BC501521 ($10.5M class and PAGA settlement on behalf of a statewide group of independent contractor last-mile delivery drivers alleged to be misclassified)

o. *Flores v. Tesla*, Alameda County Superior Court Case No. RG18907072 ($4M class and PAGA settlement on behalf of statewide group of hourly employees for alleged Labor Code violations)

p. *Ruiz v. Disney Stores*, San Bernardino Superior Court Case No. CIVDS2016983 ($2M class and PAGA settlement on behalf of statewide group of hourly employees who worked at retail stores in California for alleged Labor Code violations)

q. *Ramirez v. Yin Management*, Sacramento County Superior Court Case No. 34-2021-00301530 ($1.8M class and PAGA settlement on behalf of statewide group of hourly

employees who worked at Defendant's McDonald's franchises in California for alleged Labor Code violations).

r. *Suhartono v. RRG Besh*, Los Angeles County Superior Court Case No. 19STCV22184 ($2.25 class and PAGA settlement on behalf of statewide group of hourly employees who worked at Defendant's McDonald's franchises in California for alleged Labor Code violations).

s. *Gomes v. Kura Sushi*, Los Angeles County Superior Court Case No. 19STCV18977 ($1.75M class and PAGA settlement on behalf of statewide group of hourly employees who worked at Defendant's restaurants in California for alleged Labor Code violations)

t. *Saldana v. Hydrochem*, Contra Costa Superior Court Case No. CIVMSC19-02624 ($1.38M class and PAGA settlement on behalf of statewide group of hourly employees for alleged Labor Code violations).

40. In addition, below are settlements in consumer class action cases in which I was listed as an attorney of record and either managed, or co-managed with attorneys at my firm:

u. *Lopez v. Seterus*, *et al.*, Los Angeles Superior Court Case No. BC484297 ($3M Class settlement on half of thousands of borrowers in California, Florida, and Texas for UCL violations premised on improper late fee collections)

v. *McGill v. Citibank*, Riverside County Superior Court Case No. RIC 1109398 (in landmark case that established the 'McGill rule' precluding the waiver of public injunctive relief in pre0dsipute arbitration agreements, negotiated confidential settlement on behalf of consumer who sued for damages and class injunctive relief stemming from marketing of credit protector plan)

41. Finally, I was selected by my peers as a Super Lawyers 'Rising Star' every year since 2016 through 2022, which is a recognition that is provided to only 2.5% of active lawyers practicing within the State of California.

42. Zach Crosner has over fifteen years of experience as a practicing attorney. He graduated from the University of California, Santa Barbara in 2007 and from the University of San Diego School of Law in 2010. He is licensed to practice in California (2010), Illinois (2022),

Washington (2023), Oregon (2024), and New York (2024). For nearly his entire career, his practice has focused on litigating wage-and-hour, consumer, and privacy class and representative actions. Following law school, he joined a nationally recognized plaintiff's complex litigation firm, where he worked directly with, and second-chaired a trial alongside, a past president of CASD and recipient of a "Trial Attorney of the Year" award. He also worked alongside other former CAALA and CLAY "Trial Attorney of the Year" recipients. Since founding Crosner Legal, Mr. Crosner has been deeply involved in the daily management and active litigation of complex class actions. He has been appointed lead or co-lead class counsel in more than 100 class and representative actions through settlement and final approval.

43. In 2013, he founded Crosner Legal, P.C. Since its inception, the firm has focused almost exclusively on plaintiff-side class action lawsuits representing employees, consumers, and other victims. Currently, over 95% of the firm's practice is dedicated to prosecuting class and representative actions. The firm's well-qualified partners and senior attorneys currently serve as lead or co-lead counsel in over 100 active wage-and-hour, consumer, and privacy class actions in federal and state courts throughout California, Washington, Illinois, New York, and several other states.

44. Mr. Crosner has been repeatedly recognized by reputable, invitation-only legal organizations. His accolades include being named a Top 40 Under 40 Civil Plaintiff Attorney by The National Trial Lawyers; one of the 500 Leading Civil Rights & Plaintiff Employment Lawyers by Lawdragon; a Southern California Super Lawyer and Rising Star by Super Lawyers; and one of the Top 100 Southern California Up-and-Coming Lawyers by Super Lawyers.

45. Crosner Legal has served as settlement class and/or representative counsel in over 200 wage-and-hour class action or PAGA representative action cases between 2020 and 2026. The Firm has obtained several high six-figure and multi-million-dollar wage-and-hour class action and Washington Equal Pay and Opportunities Act settlements while serving as lead class and/or representative counsel in recent years, obtaining over $198 million on behalf of employees. See **Exhibit 5** for a true and correct list of these cases. This list is not exhaustive. Each of these cases involved extensive analysis of time and payroll systems, class-wide/representative damages

analysis, and included employee disputes over owed minimum and overtime wages, meal and rest break violations, and other state-specific (or federal) claims.

46. Crosner Legal has recently been certified as class counsel in contested class certification motions in the following cases: *Castro, et al v. Central Garden & Pet Company*, Los Angeles County Superior Court Case No. 22STCV38247; and *Bonner, et al. v. Providence Health System – Southern California*, Los Angeles County Superior Court Case No. 21STCV09585. These wage-and-hour class and representative actions involved compensable-time disputes, meal and rest break claims, and other state- or federal-specific claims, analysis of payroll and timekeeping systems and policies, and class-wide damages analysis.

47. Branden Hamilton obtained her undergraduate degree from UCLA in 2004, and her law degree from George Washington University in 2007. She has been affiliated with my firm since 2017 and became Of Counsel with Crosner Legal in 2019, and her practice focuses almost exclusively on wage and hour class and representative actions. She has spent her entire career representing plaintiffs in employment litigation, including several years as an associate at well-known plaintiff's firm Carlin & Buchsbaum.

48. Kiara Bramasco received her undergraduate degree, magna cum laude, from Loyola Marymount University in Political Science, and then received her JD from Loyola Law School in 2018. She then spent several years with well-known plaintiff's firm Moss Bollinger, first as a law clerk and then as an associate, where her practice focused on employment law, particularly wage and hour class action and PAGA litigation. She joined Crosner Legal in 2021.

49. Based upon the qualifications and experience set forth above, the following hourly rates are reasonable for attorneys practicing in this area of the law in California: Zachary M. Crosner $850/hour, Brandon Brouillette $800/hour, Kiara Bramasco $650/hour, and Branden Hamilton $650/hour.

50. I request the Court apply the above hourly billing rates in this case, as it reasonable in the California legal market for attorneys handling wage and hour class and PAGA actions. I have personal knowledge of the hourly rates charged by a number of plaintiff-side wage and hour class action firms in major California legal markets for partner-level attorneys with experience

comparable to mine. These rates have ranged from $750 to $900 per hour for calendar years 2018-2023. Some examples include attorney Ron Makarem of Makarem & Associates in Los Angeles, with 28 years of experience, $900/hour (2023), Matthew Matern of Matern Law Group in Los Angeles, with approximately 26 years of experience $850/hour (2018); Craig Ackermann of Ackermann & Tilajef, PC in Los Angeles with approximately 25 years of experience $850/hour (2021), Michael Singer and Isam Khoury of Cohelan Khoury & Singer in San Diego, 35 years and 45 years of experience respectively, both $825/hour (2018), Zachary Crosner of Crosner Legal PC in Los Angeles, 13 years of experience $750/hour (2022), and James Kawahito of Kawahito Law Group in Los Angeles, with approximately 16 years of experience $750/hour (2020).

51. The requested rates also comport with the adjusted Laffey Matrix, which provides that reasonable hourly rates for attorneys with 10+ years of experience, such as Mr. Crosner and myself, are well over $800/hour. The adjusted Laffey Matrix may be found at http://www.laffeymatrix.com/see.html.

52. Fourth, our office, along with co-counsel, has been representing Plaintiffs (and the State of California) in this matter on a strictly contingent basis and as such, had to forego other financial opportunities to litigate other cases, incurred the risk of non-recovery after a substantial investment of time, money, and resources, and have done so since the inception of this case without any payment or compensation. This is not an easy burden for a small firm. If, despite these hardships and risks, the best this office could hope for is merely to be paid our customary hourly rate multiplied by the number of hours worked on the case, then we would not be compensated for the hardships and serious risks it faced litigating this contingency case, and would not be incentivized to take on similar private attorney general cases in the future.

53. Fifth, the request for attorney's fees in the amount of one-third of the common fund falls well within the norms accepted by state and federal courts in California in comparable wage and hour actions actually handled by this office. Moreover, the award of a one-third fee recovery under the common fund doctrine was recently approved by the California Supreme Court in Laffitte v. Robert Half Int'l, Inc. (2016) 1 Ca1.5th 480. For all of the above reasons, a common fund fee award here in the amount of one-third of the $375,000 common fund, or $125,000 is fair and

reasonable.

54. I have reviewed the work performed on the case and the billing inputted, and the hours worked on this case by Crosner Legal total 141.1 attorney hours. Accordingly, Crosner Legal's lodestar totals approximately $128,293, Crosner Legal's lodestar is set forth is summarized in Exhibit 6 hereto. When combined with our co-counsel's lodestar, the total aggregate lodestar for both firms is $197,388. On a lodestar basis, the requested fees are actually less than the unadorned lodestar, and accordingly there is no request to apply a lodestar modifier.

55. As noted, we have represented Plaintiffs and the Aggrieved Employees for over four years with respect to this matter and have expended a significant amount of time and resources in that representation. Crosner Legal firm agreed to litigate this case on a purely contingent basis and in so doing assumed considerable risk of non-payment for its fees and costs, as discussed above, and as is the case with these matters in general. Under all relevant factors (as outlined herein and in the accompanying memorandum), I respectfully request the Court award the requested fees of $125,000.00 based on the common fund theory with a corresponding lodestar cross-check and no lodestar enhancement.

56. I also request reimbursement of Crosner Legal's actual out-of-pocket expenses incurred to prosecute this action. These expenses were incidental and necessary to the effective representation of the employees.

57. Crosner Legal's costs are $1,986.52, including court filing/service of process fees and postage Notably, the requested costs do not include any and all printing and research charges. The requested costs are reasonable and uncontested and should be approved and a true and correct itemization of the costs and expenses incurred is set forth below:

Expense Category	Amount
Court Filing Fees/Service of Process/Attorney Service	$1,822.95
Postage	$38.62
PAGA Filing Fee	$75.00

Total Costs and Expenses	**$1,986.52**

When combined with our co-counsel's costs, the total requested is $20,163.82. I therefore request the Court approve reimbursement of total costs of $20,163.82, including $1,986.52 to Crosner Legal.

58. 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 29, 2026, at Los Angeles, California.



Declarant

Exhibit 1

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PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Anthony Cayetano ("Cayetano") and Kevin Watters ("Watters") (collectively, "Plaintiffs") and defendants Value Windows & 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. (collectively "Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties" or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means Plaintiffs' lawsuits alleging wage and hour violations against Defendants captioned *Anthony Cayetano v. Value Windows & Doors Inc*, initiated on June 12, 2025, and pending in Superior Court of the State of California, County of Los Angeles, as case number 25STCV17064, and captioned *Kevin Watters v. Value Windows and Doors, Inc.*, initiated on July 31, 2025, and pending in Superior Court of the State of California, County of Riverside, as case number CVRI2504280.

1.2. "Administrator" means Simpluris, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Aggrieved Employee" means all non-exempt employees who worked for Defendants in California during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession, including the Aggrieved Employee's name, last-known mailing address, Social Security number, and the number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Court" means the Superior Court of California, County of Los Angeles.

1.8. "Defense Counsel" means O'Hagan Meyer, LLP.

1.9. "Effective Date" means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement; and (b) the Judgment is final. The Judgment is final as of the date the Court enters Judgment.

1.10. "Gross Settlement Amount" means Three Hundred Seventy-Five Thousand Dollars and

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Zero Cents ($375,000.00), which is the maximum total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be paid by Defendants in full satisfaction of all claims arising in the Action, including but not limited to amounts used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.11. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to 65% of the PAGA Penalties recovered by Aggrieved Employees under Labor Code section 2699, subd. (m).

1.14. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. "PAGA Counsel" means of Frontier Law Center and Crosner Legal, P.C., the attorneys representing the Plaintiffs in the Action.

1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee was employed by Defendants in California as an hourly-paid, nonexempt employee during the PAGA Period.

1.19. "PAGA Period" means the period from April 28, 2024 to February 2, 2026.

1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).

1.21. "PAGA Notices" means, collectively, Plaintiffs' letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and 65% to LWDA in settlement of PAGA claims.

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1.23. "Plaintiffs" means collectively, Anthony Cayetano and Kevin Watters, the named plaintiffs in the Action.

1.24. "Approval Order" means the Court Order Granting Approval of PAGA Settlement.

1.25. "Released PAGA Claims" means the claims being released by the Plaintiffs and PAGA Counsel as described in Paragraph 5 below.

1.26. "Released Parties" means Defendants and their former, present and future owners, parents, subsidiaries, and related business entities, and all of their current and former officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

1.27. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.28. "Defendants" means Value Windows & 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.

2. RECITALS.

2.1. On June 12, 2025, Cayetano commenced an initial class action and PAGA lawsuit against Defendants, styled *Anthony Cayetano v. Value Windows & Doors Inc*, in the Superior Court of California, County of Los Angeles (Case No. 25STCV17064), alleging the following nine causes of action, individually and on behalf of a putative California class and Aggrieved Employees: (1) failure to provide compliant meal periods; (2) failure to provide compliant rest periods; (3) failure to pay for all hours worked; (4) failure to pay all overtime owed; (5) failure to reimburse business expenses; (6) wage statement penalties; (7) waiting time penalties; (8) violation of unfair competition law; and (9) PAGA (the "Cayetano Action"). Defendants deny the allegations in the Cayetano Action, deny any failure to comply with the laws identified in the Cayetano Action, and deny any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Cayetano gave timely written notice to Defendants and the LWDA by sending the Cayetano PAGA Notice on April 28, 2025.

2.3. On July 31, 2025, Watters filed a PAGA complaint against Defendants, styled *Kevin Watters v. Value Windows and Doors, Inc.*, in the Superior Court of California, County of Riverside (Case No. CVRI2504280), alleging a single cause of action for PAGA civil penalties—on behalf of himself and Aggrieved Employees—predicated on underlying allegations that Defendants failed to pay all wages owed including minimum and overtime wages; failed to provide compliant meal periods; failed to provide compliant rest periods; failed to reimburse business expenses; and failed to provide accurate itemized wage statements (the "Watters Action").

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2.4. Pursuant to Labor Code section 2699.3, subd.(a), Watters gave timely written notice to Defendants and the LWDA by sending the Watters PAGA Notice on May 16, 2025.

2.5. On December 4, 2025, the Parties participated in an all-day mediation presided over by Lisa Klerman, Esq., a well-respected and experienced wage and hour mediator, which led to this Agreement to settle the Action.

2.6. Before mediation, Plaintiffs obtained, through informal discovery, time and payroll records, data, and policies, among other documents and information, to aid in the preparation of Plaintiffs' evaluation of the claims and formulation of a damages model.

2.7. On June 29, 2026, Plaintiff Cayetano filed an amended LWDA letter adding additional named Defendants covered by the settlements.

2.8. On August 20, 2026, Plaintiffs filed an amended complaint, consolidating the two actions and adding the additional defendant entities as named defendants.

2.9. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action, other than the Action, asserting claims that will be extinguished or affected by this Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay $375,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount in the amounts specified by the Court in the Approval Order:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be $125,000.00 and PAGA Counsel Litigation Expenses Payment of not more than $25,000.00 Defendants will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's counsel arising from any claim to any portion of any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel

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assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To Plaintiffs: From the Gross Settlement amount, Plaintiffs will receive $10,000.00 each in exchange for the release of their individual claims and service fee for serving as the Plaintiffs in this matter, subject to the approval of the Court.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed $5,000.00 except for a showing of good cause and as approved by the Court. To the extent the expenses incurred by the Administrator in connection with this Settlement are less, or the Court approves an Administration Expenses Payment of less than $5,000.00, the Administrator will allocate the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the remaining Gross Settlement Amount, with 65% of the remaining Gross Settlement Amount (~$130,000.00) allocated to the LWDA PAGA Payment and 35% (~$70,000.00) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate the Aggrieved Employees worked a total of 7,725 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Not later than 30 days after the Court grants Approval of the Settlement, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data

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to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding addresses. Within 7 days of receiving a returned check the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, if requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators,

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successors, and assigns generally, release and discharge with prejudice Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to all claims, rights, demands, liabilities and causes of action for civil penalties under the PAGA claims asserted, or that could have been asserted in the Cayetano Action and the Watters Action or could have arisen out of the allegations made in the Cayetano Action and the Watters Action ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

"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."

5.2 Release by Aggrieved Employees. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Cayetano Action, the Watters Action, and the PAGA Notices.

5.3 Release by PAGA Counsel. Upon receipt of any Court awarded attorneys' fees authorized by this agreement, PAGA Counsel release, on behalf of their present and former attorneys, employees, agents, successors and assigns, the Released Parties from all claims for PAGA Fees incurred in connection with the Cayetano Action and the Watters Action, and the PAGA Period facts stated in the Cayetano Action, the Watters Action, and the PAGA Notices.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree that PAGA Counsel will draft and file an application or motion for approval of this Settlement that includes the notice to be provided to the Aggrieved Employees and file it after review by Defense Counsel. The Parties will jointly seek to immediately vacate or stay all dates in the Action, pending approval by the Court of the Settlement, and will seek a date for the hearing on the motion for approval of this Settlement as soon as possible.

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section

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2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), the Cayetano Action and the Watters Action (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 60 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses Payment. The Parties, PAGA Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation

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section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, (1) the Aggrieved Employees have worked 7,725 Pay Periods during the PAGA Period. If the total PAGA Pay Periods increases by more than 10%, then the Gross Settlement Amount shall be increased on a proportional basis (*e.g.*, if there was a 11% increase in the number of workweeks, Defendants will increase the maximum settlement amount by 1%).

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to CCP section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing Settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Cayetano Action and the Watters Action have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their

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best efforts, in good faith, to implement the Settlement by, among other things, modifying this Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Parties in this Settlement.

10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.13 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.14 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each

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of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

PLAINTIFF: ANTHONY CAYETANO

Dated: 10/1/2026

Signed by:
D8432AE53A75443...

Plaintiff Anthony Cayetano

PLAINTIFF:

Dated: 10 / 02 / 2026

KEVIN WATTERS
Kevin Watters

Plaintiff Kevin Watters

DEFENDANTS: VALUE WINDOWS & 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.

Dated: _____

By:
Title:

APPROVED AS TO FORM AND CONTENT:

PAGA COUNSEL: **FRONTIER LAW CENTER**

Dated: 10/1/2026

Signed by:
Rebecca Hartcher
469DED12791D444...

of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

PLAINTIFF: ANTHONY CAYETANO

Dated: _____ _____

Plaintiff Anthony Cayetano

PLAINTIFF: KEVIN WATTERS

Dated: _____ _____

Plaintiff Kevin Watters

DEFENDANTS: VALUE WINDOWS & 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.

Dated: 10/07/2026 _____

By: Jaime Benavides
Title: CHR Director

APPROVED AS TO FORM AND CONTENT:

PAGA COUNSEL: **FRONTIER LAW CENTER**

Dated: _____ _____

Docusign Envelope ID: 0B2A934C-5DF1-8241-83A1-63B46520524B

Rebecca Harteker
Manny Starr
Attorneys for Plaintiff Anthony Cayetano

PAGA COUNSEL: **CROSNER LEGAL, P.C.**

Dated: 10/02/2026

Brandon Brouillette
Attorneys for Plaintiff Kevin Watters

DEFENSE COUNSEL: **O'HAGAN MEYER, LLP**

Dated: _____

Katherine C. Den Bleyker
Patrick Lee
Attorneys for Defendants

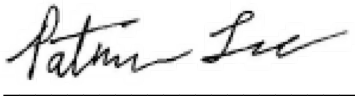
Rebecca Harteker
Manny Starr
Attorneys for Plaintiff Anthony Cayetano

PAGA COUNSEL: **CROSNER LEGAL, P.C.**

Dated: _____ _____

Brandon Brouillette
Attorneys for Plaintiff Kevin Watters

DEFENSE COUNSEL: **O'HAGAN MEYER, LLP**

Dated: 10/08/2026 

Katherine C. Den Bleyker
Patrick Lee
Attorneys for Defendants

Exhibit 2

Rebecca Harteker | Attorney

FRONTIER Law Center

rebecca@frontierlawcenter.com
(818) 914-3433
6200 Canoga Ave, Suite 470
Woodland Hills, CA 91367

www.frontierlawcenter.com

June 29, 2026

Via Online Filing
http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

Via Certified Mail
Value Windows & Doors Inc
1830 Flower Avenue
Duarte, CA 91010

Subject: *Anthony Cayetano and Kevin Watters v. Value Windows & 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.*

Dear Representative:

This office represents Anthony Cayetano and Kevin Watters ("Plaintiffs") in connection with Labor Code violation claims related to their employment with Value Windows & 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. ("Employer"). Employer can be contacted at:

Value Windows & Doors Inc
1830 Flower Avenue
Duarte, CA 91010

Plaintiffs have personally suffered each of the Labor Code violations alleged in this letter while employed by Employer within the applicable one-year statute of limitations period. As such, Plaintiffs intends to seek PAGA penalties on behalf of himself and all other non-exempt employees of Employer employed in California and who were subjected to any or all of the Labor Code violations referenced herein during the PAGA Period (together with Plaintiff, "Aggrieved Employees"). The PAGA Period begins one year prior to the date of this letter and, because the violations alleged herein are ongoing, the PAGA Period extends beyond the date of this letter.

In response to Labor Code violations alleged below, PAGA provides Employer with specific options to mitigate potential penalties:

Taking All Reasonable Steps to Be in Compliance:

Employer can reduce potential penalties to 15% of the maximum by demonstrating it has already taken all reasonable steps to be in compliance with all Labor Code provisions identified in this notice prior to receiving it. If Employer believes it has already taken all reasonable steps to be in compliance with all Labor Code provisions identified in this notice, Employer is encouraged to contact our office to set forth all reasonable steps taken.

If all reasonable steps are taken to be in compliance with all Labor Code provisions identified in this notice within 60 days after receiving it, penalties may be reduced to 30% of the maximum. If Employer intends to take all reasonable steps to be in compliance with all Labor Code provisions identified in this

notice, Employer is encouraged to engage in good faith meet-and-confer discussions with our office regarding the alleged violations. Failure to do so may support a finding that all reasonable steps were not taken to comply with the Labor Code provisions identified herein.

Curing Violations:

For certain violations, Employer has the opportunity to fully cure the alleged violations to further reduce penalties or even avoid penalties altogether. Once again, we strongly encourage Employer to promptly initiate meet-and-confer discussions with our office as part of any compliance or cure efforts. Failure to do so may result in a cure that is insufficient.

Employer must notify both our office and the Labor and Workforce Development Agency (LWDA) of any steps taken towards compliance or any attempts to cure. Not only does this approach demonstrate a good faith attempt to come into compliance, but failure to do so could potentially support a finding that Employer's conduct was malicious, fraudulent, or oppressive, thereby leading to increased penalties pursuant to Labor Code section 2699(f)(2)(B).

All communications regarding this matter should be directed to:

Frontier Law Center
6200 Canoga Ave., Suite 470
Woodland Hills, CA 91367

This letter is sent pursuant to the requirements of Labor Code section 2699.3. The Labor Code violations being alleged are as follows:

Minimum Wage Violations

Labor Code section 1197 and the applicable Wage Order requires an employer to pay an employee no less than the minimum wage for all hours worked.

Employer failed to pay the Aggrieved Employees the minimum wage for all hours worked because the Aggrieved Employees were required to perform work while off the clock. Specifically, the off-the-clock work occurred due to management directives that employees continue performing tasks—such as machine inspections, welding preparation, or addressing operational emergencies—without recording such time. In addition, employees were often contacted by their manager at inappropriate hours (e.g., 2:00 a.m. or 3:00 a.m.) with job-related demands or instructions. This conduct resulted in the Aggrieved Employees not being compensated for the actual hours they spent working, thereby falling below the required minimum wage in violation of Labor Code § 1197.

Civil Penalties Applicable to Minimum Wage Violations

As a result of the above minimum wage violations, Employer is subject to the civil penalties listed in Labor Code sections 1197.1 and 2699.

Overtime Violations

Labor Code section 510 and the applicable Wage Order provides that an employee shall be paid one and one-half times their regular rate of pay for any work in excess of eight hours in one workday or 40 hours

in any one workweek. Labor Code section 510 and the applicable Wage Order further provides that an employee shall be paid twice their regular rate of pay for any work in excess of 12 hours in one day.

The Aggrieved Employees regularly worked in excess of eight hours in a day and 40 hours in a workweek. Since the Aggrieved Employees were required to perform work off the clock, it follows that this time was often overtime. Thus, the Aggrieved Employees were not paid all overtime wages owed.

Civil Penalties Applicable to Overtime Violations

As a result of the above overtime violations, Employer is subject to the civil penalties listed in Labor Code sections 558, 1197.1, and 2699.

Meal Break Violations

Labor Code section 512 and the applicable Wage Order provides that an employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, or more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes. Meal periods must be uninterrupted, and the employee must be relieved of all duty.

Labor Code section 226.7 further provides that an employee is entitled to one hour of pay at their regular rate of pay for each day that a compliant meal period was not provided.

Premium pay for missed meal breaks must be paid at the employees' regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021)). The regular rate of pay includes all remunerations, including shift differentials, incentive pay, and other non-discretionary bonuses. Here, the Aggrieved Employees received shift differentials / incentive pay / non-discretionary bonuses, however, this pay was not included in the calculation of premium pay paid for missed meal breaks. An employer provides compliant meal breaks to its employees "if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break." (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1040 (2012)).

The Aggrieved Employees' meal breaks were regularly missed, late, or short because the Aggrieved Employees consistently had meal breaks cut short or interrupted by production-related demands.

Civil Penalties Applicable to Meal Break Violations

As a result of the above meal break violations, Employer is subject to the civil penalties listed in Labor Code sections 558 and 2699.

Rest Break Violations

Labor Code section 226.7 and the applicable Wage Order requires employers to authorize and permit its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net per four hours or major fraction thereof. Employees must be relieved of all duties during their rest breaks.

Labor Code section 226.7 further provides that an employee is entitled to one hour of pay at their regular rate of pay for each day that a compliant rest break was not provided.

Premium pay for missed rest breaks must be paid at the employees' regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021)). The regular rate of pay includes all remunerations, including shift differentials, incentive pay, and other non-discretionary bonuses. Here, the Aggrieved Employees received shift differentials / incentive pay / non-discretionary bonuses, however, this pay was not included in the calculation of premium pay paid for missed rest breaks.

,Moreover, the Aggrieved Employees were required to remain on call and generally on duty during their rest breaks. Courts have repeatedly held that employers may not impose any limits on rest breaks. (*Augustus v. ABM Sec. Servs., Inc*., 2 Cal. 5th 257, 269 (2016) (an employer cannot "satisfy its obligation to relieve employees from duties and employer control during rest periods when the employer [] requires its employees to remain on call")). Thus, Employer violated the Labor Code by requiring the Aggrieved Employees to remain on call and on duty during their rest breaks. And, as stated above, like meal breaks, the Aggrieved Employees' rest breaks were regularly missed or cut short.

Finally, an employer generally may not place restrictions on its employees during their rest breaks, such as requiring its employees to remain on the premises and subject to the employer's control. In fact, the California Division of Labor Standards and Enforcement has provided the following guidance on its website:

> Q. Can my employer require that I stay on the work premises during my rest period?
>
> A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself. In *Augustus v. ABM Security Services, Inc*., (2016) 5 Cal.5th 257, 269, the California Supreme Court held that the rest period requirement "obligates employers to permit-and authorizes employees to take-off-duty rest periods. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time." (citation omitted) As a practical matter, however, if an employee is provided a ten minute rest period, the employee can only travel five minutes from a work post before heading back to return in time.

Here, since the Aggrieved Employees were not allowed to leave the work premises during their rest breaks, they were subject to Employer's control during the rest breaks. Thus, the Aggrieved Employees were not provided with compliant rest breaks.

Civil Penalties Applicable to Rest Break Violations

As a result of the above rest break violations, Employer is subject to the civil penalties listed in Labor Code section 2699.

Unreimbursed Work Expenses

Labor Code section 2802 requires an employer to "indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties"

Here, the Aggrieved Employees incurred out of pocket expenses in connection with their employment, but these expenses were not reimbursed by Employer. Specifically, the Aggrieved Employees incurred out-of-pocket expenses directly connected with their duties, particularly the purchase of PPE/face masks, which cost them approximately $15–$20 each month. The Employer also failed to provide adequate gloves and other safety equipment, forcing employees to shoulder those costs.

Civil Penalties Applicable to Work Expense Violations

As a result of Employer's failure to reimburse all work-related expenses, Employer is subject to the civil penalties listed in Labor Code section 2699.

Wage Statement Violations

Labor Code section 226 requires an employer to provide wage statements to its employees which include, among other things, gross and net wages earned / total hours worked / the number of piece-rate units earned and any applicable piece rate / all deductions / the inclusive dates of the period for which the employee is paid / the name of the employee and only the last four digits of his or her social security number or an employee identification number / the name and address of the legal entity that is the employer / all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Employer failed to provide wage statements which accurately reflected this information.

Civil Penalties Applicable to Wage Statement Violations

As a result of the wage statement violations detailed above, Employer is subject to the civil penalties listed in Labor Code sections 226.3 and 2699.

Waiting Time Penalties

Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's resignation. When an employer fails to comply with the above, the employee is entitled to the equivalent of a day's wage at their regular rate of pay for each day the employer is late, for up to 30 days. (Labor Code section 203). Employer failed to pay all wages owed at the conclusion of the Aggrieved Employees' employment.

The Aggrieved Employees were provided vacation time pay by Employer pursuant to Employer's Vacation Time Pay Policy. The Aggrieved Employees were entitled to receive all vested but unpaid vacation time pay upon the conclusion of their employment with Employer. (Labor Code section 227.3). However, Employer failed to pay out this vested vacation time pay, and similarly failed to pay waiting time penalties based thereon.

Civil Penalties Applicable to Waiting Time Penalties

Because of Employer's failure to pay all wages at the conclusion of employment and to pay the resulting waiting time penalties, Employer is subject to the civil penalties listed in Labor Code section 2699.

Suitable Seating Violation

Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable Wage Order. Specifically, section 1198 requires that "the standard conditions of labor fixed by the commission shall be the […] standard conditions of labor for employees. The employment of any employee […] under conditions of labor prohibited by the order is unlawful."

The applicable Wage Order provides that "[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats." It further states that "[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires

standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties."

Here, Employer did not provide the Aggrieved Employees with suitable seating as required by the Wage Order because they were not permitted to sit while working, even during machine downtime. California law generally requires that employers provide suitable seating when the nature of the work reasonably permits the use of seats.

Civil Penalties Applicable to Suitable Seating Violations

As a result of the suitable seating violations detailed above, Employer is subject to the civil penalties listed in Labor Code section 2699.

Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiffs become aware of additional facts or theories of liability, they expressly reserve the right to revise these facts and/or add any new claims by amending and/or supplementing this letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Sincerely,

/s/

Rebecca Harteker

Department of Industrial Relations
STATE OF CALIFORNIA

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-1095108-25
Plaintiff for PAGA Case: Anthony Cayetano
Filer/Attorney for PAGA Case: Taylor McCarthy
Law Firm for PAGA Plaintiff: Frontier Law Center
Employer: Value Windows & Doors Inc
Date Case Received:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: Los Angeles County Superior Court
PAGA Court Case Number: 258STCV17064
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Amended Notice Submitted on 06/29/2026 03:56:17 PM by Taylor McCarthy	Amended PAGA - Cayetano Watters.pdf	06/29/2026 03:56 PM	Amended Notice
Court Complaint Submitted on 06/13/2025 02:19:55 PM by Gabriela Dominguez	ANTHONY CAYETANO - Complaint - Filed.pdf	06/13/2025 02:20 PM	Court Complaint
PAGA Notice Submitted on 04/28/2025 01:29:23 PM by Taylor Mccarthy	PAGA Letter - Anthony Cayetano.pdf	04/28/2025 01:29 PM	PAGA Notice

Exhibit 3

Taylor McCarthy

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Tuesday, October 27, 2026 10:55 AM
To: Taylor McCarthy
Subject: Thank you for your Court Complaint Submission.

10/27/2026 10:54:21 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint
If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Exhibit 4

Exhibit 5

Crosner Legal — Class & PAGA Wage & Hour Settlements (Approx. 2020-2026)

Case Name	Case Number	County	Case Type	Settlement Amount
Aguilar, Adrian v. Fisher Ranch	CVRI2201059	Riverside	Class Only	$600,000.00
Alhark, Maryama v. Corteva Agriscience LLC	C22-02772	Contra Costa	Class and PAGA	$1,750,000.00
Alonzo, Phillip v. Brenntag Pacific Inc.	20STCV20030	Los Angeles	Class and PAGA	$800,000.00
Alvarado, Patricia v. JC-4 Inc. dba McDonald's	CIVSB2314091	San Bernardino	Class and PAGA	$625,000.00
Amador, Maria v. Colonial Care Center et. al.	22STCV21067	Los Angeles	PAGA Only	$175,000.00
Angel, Connor v. Elliott Homes, Inc.	24CV019402	Sacramento	Class and PAGA	$225,000.00
Anguiano, Juan v. Kana Pipeline Inc.	CVRI2102234	Riverside	PAGA Only	$410,000.00
Avila, Maria v. Lakeside Organic Gardens, LLC	24CV00507	Santa Cruz	Class Only	$900,000.00
Avila, Sabrina v. Shannon Ranches Inc.	CV418366	Lake	Class and PAGA	$800,000.00
Avilez, Javier v. Full Steam Staffing/World Class Dist.	CIVDS2006572	San Bernardino	PAGA Only	$605,000.00
Ball, Douglas v. Kruger Foods	STK-CV-UOE-2022-0008581	San Joaquin	Class and PAGA	$300,000.00
Barahona, Juan Carlos v. Aperto Property Management, Inc.	30-2023-01312346	Orange	PAGA Only	$510,000.00
Barajas, Oscar v. CPC Logistics Solutions, LLC	22CV011373	Alameda	Class and PAGA	$305,160.00
Barrett, Amy v. Rustic Canyon Family of Restaurants, Inc., et. al.	24STCV09808	Los Angeles	PAGA Only	$120,000.00
Bartley v. Universal Television	22STCV36428	Los Angeles	Class and PAGA	$274,500.00
Benton, Patricia v. Northern California Inalliance	34-2021-00293036	Sacramento	Class and PAGA	$650,000.00
Bland, Maggie v. Marin Airporter	CIV2003640	Marin	Class and PAGA	$450,000.00
Bolanos, Valeria v. Newport Fab, LLC	30-2022-01280696	Orange	Class and PAGA	$3,900,000.00
Briceno, Mario v. Monogram Aerospace Fasteners	22STCV21965	Los Angeles	Class and PAGA	$512,500.00
Briseno, Guadalupe v. Perfection Pet Foods	CVRI2306029	Tulare	PAGA Only	$300,000.00
Brown, Antoinette v. Ela Foods Inc. DBA Popeyes	22STCV26088	Los Angeles	Class and PAGA	$350,000.00
Browning, Lynda v. Huntington Health Physicians, et al.	20STCV48262	Los Angeles	Class and PAGA	$335,000.00
Browning, Ronald v. TEC Equipment	CIVSB2202461	San Bernardino	Class and PAGA	$175,000.00
Buchanan, Mary v. Atria Management Company, LLC	19STCV11267	Los Angeles	Class and PAGA	$1,000,000.00
Bui, Huong v. Spectrum Lifescience/Repligen	22STCV12522	Los Angeles	Class and/or PAGA	$1,350,000.00
Calderon, Juan v. Physicians for Healthy Hospitals, Inc.	MCC2001482	Riverside	Class and PAGA	$750,000.00
Calva De Garcia, Eugenia v. GNIMGT, INC.	22STCV03262	Los Angeles	PAGA Only	$300,000.00
Cannon, Loretta v. Huntington Memorial Hospital	19STCV14554	Los Angeles	Class and PAGA	$3,699,999.00
Cannon, Loretta v. Cross Country Staffing, et al.	RG20062901	Alameda	Class Only	$995,000.00
Cannon, Loretta v. Sunbelt Inc. and Soliant Health	RG20061175	Alameda	Class Only	$142,500.00
Cannon, Loretta v. Trustaff Travel Nurses, LLC	RG20057959	Alameda	Class Only	$900,000.00

Cardenas, Teresa v. Shields Skilled Care LLC	24CU025473C	San Diego	PAGA Only	$185,000.00
Castillo, Sabrina v. Gaither's Family Homes, Inc.	VCU277188	Tulare	Class and PAGA	$300,000.00
Catalano, Cristina v Beverly Hills Hotel Management	22STCV18139	Los Angeles	Class and PAGA	$2,038,000.00
Catalano, Cristina v Mr. C's	22STCV18139	Los Angeles	Class and PAGA	$200,000.00
Cedeno, Pedro v. Sannipoli Corporation	CVRI2303826	Riverside	Class Only	$900,000.00
Cervantes, Francisco v. Alpha Materials Inc.	CVRI2201967	Riverside	Class and PAGA	$295,000.00
Chavez, David v. Big 5 Sporting Goods Corporation	RIC1902224	Riverside	Class and PAGA	$542,685.00

Clevenger, Donald v. TC California Hospitality LLC, et al.	37-2024-00010785	San Diego	Class and PAGA	$650,000.00
Cluck, Stephany v. Childhelp Inc.	CVRI2202276	Riverside	Class and PAGA	$315,000.00
Collins, Amber v. Danbarb, Inc. dba Taco Bell	20STCV44190	Los Angeles	Class Only	$650,000.00
Combest, Jennifer v. Ninety Five South Inc.	21STCV02842	Los Angeles	Class and PAGA	$250,000.00
Contabile, Mario v. KEW Corporation	FCS053747	Solano	PAGA Only	$205,000.00
Cooper, Pricilla v. Amtec Human Capital, Inc. / The Clorox Company	23CV0036357	Alameda	Class Only	$300,000.00
Correa, Matthew, et al v. Fedex Supply Chain	CIVDS2023369	San Bernardino	Class and PAGA	$1,400,000.00
Cowley-Malki, Alexander v. Cengage Learning, Inc.	24STCV24576	Los Angeles	PAGA Only	$554,253.00
Crawford, Mary v. CAVA Group, Inc., et. al.	24STCV16024	Los Angeles	PAGA Only	$850,000.00
Dat, Andrew v. Mercury Insurance Services, LLC	30-2022-01273495	Orange	Class and PAGA	$2,800,000.00
Davenport, Lillian v. Emeritus Corporation	STK-CV-UOE-2023-9791	San Joaquin	PAGA Only	$2,537,500.00
Davis, Kenneth v. Homesite Services Inc.	CIVSB2418616	San Bernardino	PAGA Only	$575,000.00
Dawood, Mahmood v. Tiger Lines LLC	STK-CV-UOE-2022-0012329	San Joaquin	Class and PAGA	$300,000.00
De La Hoya, Robert v. Sierra West Finish, Inc.	CIVSB2107351	San Bernardino	Class and PAGA	$625,000.00
De La Torre, Eliseo v. Unique Building Group, Inc.	37-2023-00011128	San Diego	Class and PAGA	$700,000.00
De Leon, Antonio v. Service West, Inc.	21CV002394	Alameda	Class and PAGA	$1,250,000.00
De Leon, Marlon v. Haidilao Hot Pot Century City, Inc.	23STCV19515	Los Angeles	PAGA Only	$950,000.00
Del Campo, Matt v. Ventura Investment Co.	22CV02147	Santa Barbara	PAGA Only	$80,000.00
Denault, Pearl v. Lewis Management Corporation	CIVSB2107487	San Bernardino	PAGA Only	$1,200,000.00
Diaz, Jose v. Santa Barbara Transportation Corporation	CIVDS1920120	San Bernardino	Class and PAGA	$3,000,000.00
Diaz, Maria v. Central Valley Eggs, LLC	BCV-22-102510	Kern	Class and PAGA	$125,000.00
Dominguez, Ramon v. Home Depot USA, Inc.	CIVDS1936039	San Bernardino	PAGA Only	$275,000.00
Dones, Angel v. Alan Ritchey, Inc.	19STCV29446	Los Angeles	Class and PAGA	$280,000.00
Dudley, Crystal v. Byram Healthcare	24-2-09844-5	King	Class Only	$1,010,000.00
Dudley, Crystal v. Transdev	24-2-03434-31	Snohomish	Class Only	$769,000.00
Easley, Austin v. Paradise Dynasty	30-2022-01291762	Orange	Class and PAGA	$300,000.00
Edwards, Lauren v. ProCare One Nurses, et al.	30-2020-01176349	Orange	PAGA Only	$825,000.00
Eldridge, Michael v. L.A. Downtown Medical Center LLC	20STCV05951	Los Angeles	Class and PAGA	$600,000.00
Ellsworth, Leona v. Hallcon Transportation	20STCV06618	Los Angeles	Class and PAGA	$1,300,000.00
Etemad, Nancy v. Raymond James & Associates, Inc.	21STCV35039	Los Angeles	PAGA Only	$340,000.00
Evans, Akim v. Whelan Security of California, Inc.	20STCV10973	Los Angeles	Class and PAGA	$3,045,000.00
Findley, Jade v. Avenue5 Residential, LLC	20STCV34633	Los Angeles	PAGA Only	$460,000.00
French, Marcus v. Lonza Biologics	21STCV08097	Los Angeles	Class and PAGA	$556,500.00
Galloway, Cindy v. P.F. Chang's III, LLC	20STCV36407	Los Angeles	Class and PAGA	$4,000,000.00

Garces, Koa v. J to P Corp.	24NWCV04689	Los Angeles	PAGA Only	$100,000.00
Garcia, Johnny v. People Ready / Win-Dor	30-2022-01290278	Orange	Class and PAGA	$1,025,000.00
Garcia-Serna v. D.Lark, Inc.	24-2-22912-4	King	Class Only	$3,135,000.00
Garcia-Serna v. Den-Tri, Inc.	25-2-03089-0	King	Class Only	$550,000.00
Gilbert, Amanda v. Pirate Cove Management, LLC	CIVSB2212283	San Bernardino	PAGA Only	$49,270.00

Giliberti, Davide v. South Bay Motors, LLC	23STCV15499	Los Angeles	PAGA Only	$275,000.00
Glenn, Stanley v. The McCoy Group LLC / Foodliner	C23-00863	Contra Costa	Class and PAGA	$217,803.39
Goad, Randy v. SRG Operating, Inc.	24CV00643	Santa Barbara	PAGA Only	$675,000.00
Goldberg, Michael v. General Production Service of California, Inc.	BCV24102628	Kern	Class and PAGA	$650,000.00
Gomez Perez, Aziel v. Qantas Airways Limited	23STCV18974	Los Angeles	Class Only	$1,300,000.00
Goodwin, Somalia v. Save Mart Supermarkets LLC	STK-CV-UOE-2023-2062	San Joaquin	Class and PAGA	$5,600,000.00
Gotishan, Liliya v. Gateway Learning Group, Inc. / Kyo Autism Therapy, LLC	CGC-21-596378	San Francisco	Class and PAGA	$1,015,000.00
Guevara, Daniel v. Caltek Staffing	20STCV11125	Los Angeles	Class and PAGA	$95,500.00
Gutierrez, Gilberto v. Blue Diamond Growers	30-2020-01123754	Orange County	PAGA Only	$290,000.00
Gutierrez, Rodolfo v. International Paper	2:22-cv-08460	Cent. Dist. Cal.	Class Only	$500,000.00
Hamilton, Angelica v. Frontier Behavioral Health	24-2-04961-32	Spokane	Class Only	$4,500,000.00
Hernandez, Maria Guadalupe v. Yzer	23CV025345	Alameda	Class and PAGA	$1,000,000.00
Hernandez, Sergio v. Klingbeil Capital Management	CIVSB2208148	San Bernardino	Class and PAGA	$355,000.00
Herrera, Dennis v. Signature Flight Support	22STCV09377	Los Angeles	Class Only	$1,185,840.00
Hong- Duong,Anh et al. v. Loan Factory, Inc.	21CV382467	Santa Clara	Class and PAGA	$1,000,000.00
Horn, Vivian v. Furaat, Inc.	37-2020-00032266	San Diego	PAGA Only	$175,000.00
Hoxsie, Jeffrey v. Housing Matters	22CV01797	Santa Cruz	Class Only	$240,688.44
Hunter, Xavier v. 72 Hour LLC	22CV00661	Santa Cruz	Class and PAGA	$388,000.00
Inter-Con Security Systems Wage and Hour Cases	JCCP 5200	Orange	Class and PAGA	$3,200,000.00
Jajuga, Ashley v. Pilot Travel Centers	CIVDS1931464	San Bernardino	Class and PAGA	$2,500,000.00
James, Tatrela v. Roth Staffing Companies	24STCV22584	Los Angeles	PAGA Only	$94,000.00
Jeffcoat, Dorian v. Sidecar Doughnuts LLC	24CU005608C	San Diego	PAGA Only	$280,000.00
Jimenez Rivas, Wilber v. Lou Sobh Cerritos Saturn, Inc.	23STCV19508	Los Angeles	PAGA Only	$325,000.00
Johnson, Leon v. Carvana, LLC	CIVSB2304225	San Bernardino	Class Only	$400,000.00
Johnson, Lori v. Insulet Corporation	2:20-cv-05418	Cal. C.D. West. Div.	Class Only	$112,500.00
Johnson, Rodney v. Sushi Nozawa, LLC dba Sugar Fish	22STCV08949	Los Angeles	PAGA Only	$325,000.00
Josephson, David v. Lamon Construction Company Inc.	2:23-cv-00043	East. Dist. Cal.	Class and PAGA	$263,000.00
Juarez, Rocio v. Excel Residential Serviceslas	23STCV05997	Los Angeles	Class and PAGA	$342,500.00
Kapusta, Nathan vs. Cardinale Motors SLO, Inc.	BCV-20-101593	Kern	Class and PAGA	$667,500.00
Keopimpha, Charles v. Space Exploration Technologies Corp., dba SpaceX	23STCV17559	Los Angeles	PAGA Only	$3,970,000.00
Kwon, Jihyun v. Wooltari USA, Inc.	22STCV37161	Los Angeles	Class and PAGA	$300,000.00
Larson,Tanner v. Prime-Line Products Company	CIVDS1934135	San Bernardino	PAGA Only	$500,000.00
Le, Tuan Q v. Future Tech Metals	CVRI2105851	Riverside	Class and PAGA	$275,000.00
Lee, Hae Taek v. Global Expedited Transporation Inc.	20STCV43064	Los Angeles	Class and PAGA	$200,000.00

Leon, Anthony v. Sierra Aluminum Company	CIVDS2010856	San Bernardino	Class and PAGA	$2,950,000.00
Lo, Va Pau v. Cyberpower PC	21STCV41181	Los Angeles	Class and PAGA	$1,925,000.00
Lopez, Julio v. Steven Label	22STCV21691	Los Angeles	PAGA Only	$325,000.00
Lopez, Ridel v. Frito-Lay, Inc.	21STCV01652	Los Angeles	Class and PAGA	$990,000.00

Loya, Jose v. Rumiano Cheese Co.	22CV02958	Glenn	Class Only	$640,000.00
Madison, Christopher v. Air Canada	22STCV38188	Los Angeles	Class and PAGA	$575,000.00
Maoz, Renee Lynn v. Dougherty Laser Vision	22STCV33937	Los Angeles	Class Only	$341,000.00
Marquez, Daniella v. S & G Discount Outlet	23CV005687	Sacramento	Class and PAGA	$370,000.00
Martinez, Esteban v. T McGee Electric	CIVSB2114427	San Bernardino	Class and PAGA	$950,000.00
Martinez, Robert v. IHG Management (Maryland) LLC	37-2024-00008504	San Diego	Class and PAGA	$2,800,000.00
Martinez, Ulysses v. Dnney Trade, Inc., et al	18STCV09631	Los Angeles	PAGA Only	$75,000.00
McCauley, Jesse v. MT Mullahey Inc., et al.	21CV-0001	San Luis Obispo	PAGA Only	$137,500.00
McCullough, Rose v. Pioneer Memorial Healthcare District	ECU000808	Imperial	Class and PAGA	$437,000.00
McKinnie, Eddie v. Iron Mountain	21STCV05707	Los Angeles	Class and PAGA	$1,500,000.00
McKnight, Anthony v. Everguard Home Insulation, Inc.	20STCV08446	Los Angeles	PAGA Only	$92,500.00
(Bernal v. Express Messenger) McNorton, Damien v. Ontrac Logistics, Inc.	CIVSB2319614	San Bernardino	Class and PAGA	$4,500,000.00
Merino, Agustin v. Sterling Motors	30-2020-01175391	Orange	PAGA Only	$300,000.00
Montoya, Cristian v. Greco Entertainment Group, Inc. d/b/a Fia Restaurant	23STCV00656	Los Angeles	PAGA Only	$175,000.00
Moore, Theresa v. QVC Inc.	CIVSB2311549	San Bernardino	Class and PAGA	$1,500,000.00
Moranville, Mark v. St. Jude Hospital	30-2022-01244478	Orange	Class Only	$4,000,000.00
Moyal, Elaine v. Cabinets To Go, LLC	20STCV32477	Los Angeles	Class and PAGA	$575,000.00
Munoz, Irvyn v. XPO Logistics Freight, Inc.	23CV003704	Sacramento	Class and PAGA	$2,850,000.00
Munoz, Joe v. Alpha Property Management / 21st Century Personnel LLC	23STCV12751	Los Angeles	PAGA Only	$125,000.00
Murray, Benny v. Alclear, LLC	23STCV10429	Los Angeles	PAGA Only	$900,000.00
Ngo, et al v. Lazer Spot, Inc.	CIVSB2312528	San Bernardino	Class and PAGA	$1,500,000.00
Noriega, Joshua v. MP Mine Operations, LLC	CIVDS1903740	San Bernardino	Class and PAGA	$850,000.00
Nseir, Maria v. Providence Holy Cross Medical Center	21STCV09585	Los Angeles	Class Only	$675,000.00
Paura, Steve v. Centinela Feed, Inc.	23STCV28435	Los Angeles	PAGA Only	$250,000.00
Peña, Homero v. Smith Packing Inc. / Sun Coast Farms	23CV00931	Santa Barbara	PAGA Only	$85,000.00
Perea, Mayda v. Horizon Personnel Services, Inc.	37-2018-00243114	Sacramento	Class and PAGA	$238,267.00
Puga, Christopher v. Big 5 Sporting Goods	23CV412334	Santa Clara	PAGA Only	$1,460,000.00
Quesada, Arthur v. XPDEL Inc.	23CV031688	Alameda	Class Only	$175,000.00
Ragone, Bryan v. U.S. Aviation Services Corp.	24STCV03049	Los Angeles	Class Only	$705,000.00
Ramirez, Marina v. The Stand, LLC	23STCV17089	Los Angeles	PAGA Only	$300,000.00
Ramirez, Ricardo v. Ingardia Bros Produce	30-2023-01336578	Orange	PAGA Only	$450,000.00
Rangel, Genevieve v. Bassett Direct NC, LLC	30-2018-01040101	Orange	Class and PAGA	$650,000.00
Razo, Romualda v. Diverse Facility Solutions	CIVSB2133307	San Bernardino	Class and PAGA	$450,000.00
Reagers, Hannah v. Boar's Head Provisions Co., Inc.	20STCV12183	Los Angeles	Class and PAGA	$295,000.00

Reed, Evan v. Williams Sonoma	CGC-22-598118	San Francisco	Class and PAGA	$850,000.00
Reyes, Jeffrey v. The Yerba Mate Co., LLC	34-2022-00331592	Sacramento	Class Only	$275,000.00
Reyes, Jose v. California Terra LLC	20CV-00084	Merced	Class and PAGA	$243,000.00

Reyes, Jose v. Charles Ahlem Ranch	19-cv-02502	Merced	Class and PAGA	$400,000.00
Richardson, Kristopher v. PLZ Corp	CVRI2404034	Riverside	PAGA Only	$265,000.00
Robinson, James v. Pridestaff, Inc.	RIC2001274	Riverside	PAGA Only	$90,000.00
Rodriguez, Monique v. Sutter Gould Medical Foundation	CV-19-001331	Stanislaus	Class and PAGA	$8,000,000.00
Rojas, Joshua v. Integrated Distribution Systems	24STCV04611	Los Angeles	PAGA Only	$312,500.00
Romero, Jakkob v. Blue Beacon International	CIVSB2213166	San Bernardino	Class Only	$1,600,000.00
Romero, Miguel v. Hitex Dyeing & Finishing	21STCV39332	Los Angeles	Class Only	$450,000.00
Rudolph, Erik v. Herc Companies	37-2020-00016112	San Diego	Class and PAGA	$600,000.00
Ruiz, Miguel Jonas v. Dothan Security Inc.	23STCV12886	Los Angeles	PAGA Only	$950,000.00
Salas Garcia, Arturo v. Stay Green, Inc.	23STCV17296	Los Angeles	PAGA Only	$150,000.00
Salazar, Severiana v. Springhill SMC, LLC	19STCV37988	Los Angeles	Class Only	$180,000.00
Sanchez v. Valley Thrift aka M & M Management Co et al.	20STCV25886	Los Angeles	Class and PAGA	$2,380,000.00
Sanchez, Emil Becerra v. Pratt Communications, Inc.	30-2019-01059205	Orange	Class and PAGA	$200,000.00
Sanchez, Hector v. SDLA Courier Service Inc.	20STCV04070	Los Angeles	Class and PAGA	$330,000.00
Sanchez, Jacob v. Soli-Bond Waste	BCV-19-102195	Kern	Class and PAGA	$296,000.00
Santana, Piero v. Jeff & Tony's DSD LLC	19STCV41499	Los Angeles	Class and PAGA	$150,000.00
Sapien, Marc v. Alpha Dyno Nobel	S-CV-0050106	Placer	Class Only	$325,000.00
Scharsch, Leigha v. VICI Collection, LLC	C24-02031	Contra Costa	PAGA Only	$200,000.00
Scott, Eric v. Bedabox LLC	CIVDS1919200	San Bernardino	Class and PAGA	$525,000.00
Sermeno, Diana v. Café Rio, Inc.	30-2023-01304494	Orange	PAGA Only	$240,000.00
Sgontz, Wendy v. Crossmark, Inc.	30-2021-01204377	Orange	PAGA Only	$1,170,000.00
Sheth, Vijay v. Icon Burger Acquisition, LLC d/b/a SmashBurger	22STCV09093	Los Angeles	Class and PAGA	$989,940.00
Shilevinatz, Jackie v. Airport Terminal Services	CIVSB2229072	San Bernardino	Class Only	$2,165,000.00
Siano, Michael v. American News Company	CVRI2301109	Riverside	Class and PAGA	$120,000.00
Simonton, Sammy v. Alpha Project for the Homeless	37-2023-00018101	San Diego	Class and PAGA	$636,628.00
Smith, Brad v. Blue Diamond Growers	34-2021-00310576	Sacramento	Class and PAGA	$5,093,537.50
Smith, Erik v. Premier Packaging, LLC	CIVSB2406078	San Bernardino	Class and PAGA	$245,000.00
Snyder, DC v. Rocket Mortgage LLC, et al.	24-CIV-00893	San Mateo	Class and PAGA	$4,500,000.00
Sobko v. Concentric LLC	25-2-04507-2	King	Class Only	$2,476,500.00
Sparks v. Northwest Medical Specialties, PLLC	25-2-06992-9	Pierce	Class Only	$775,000.00
Steinfield, Benny v. Reliance Home Services, Inc.	21STCV18559	Los Angeles	Class and PAGA	$305,000.00
Tate, Anjolie v. Casper Mattress	23CV031523	Alameda	PAGA Only	$295,000.00
Tate, Charmaine v. Pro Energy Services Group, LLC	23CV0586	El Dorado	Class and PAGA	$900,000.00
Taylor, Bobbie Dianne v. Mayflower Gardens Retirement Convalescent Hospital	30-2022-01292641	Orange	PAGA Only	$760,000.00

Taylor, Terry v. United Facilities, Inc.	CVRI2400946	Riverside	PAGA Only	$350,000.00
Thomas, Anayla v. Magnolia Rehabilitation Center	RIC1901197	Riverside	PAGA Only	$700,000.00
Thornton, Jennifer v. DaVita Dialysis	34-2022-00319163	Sacramento	Class and PAGA	$7,400,000.00
Topete, Veronica v. South Coast Baking LLC, dba Rise Baking Company	CIVSB2224856	San Bernardino	Class and PAGA	$1,200,000.00
Truong, Anh v. Balt USA	30-2023-01339949	Orange	Class and PAGA	$625,000.00

Valencia, Alejandro v. The Original Mowbray's Tree Service	RIC1819395	Riverside	Class and PAGA	$700,000.00
Valencia, Juan v. Kaweah Container Inc	VCU280586	Tulare	PAGA Only	$300,000.00
Valenzuela, Candice v. Kazi Foods, Inc.	23STCV29564	Los Angeles	PAGA Only	$330,000.00
Vasquez, Shawn v. Super T Transport, Inc.	CVRI2300957	Riverside	Class and PAGA	$108,791.00
Vaughn, Senecca v. Public Health Foundation Enterprises, Inc. dba Heluna Health	21STCV18512	Los Angeles	Class and PAGA	$1,150,000.00
Ventura, Jose v. United Staffing Associates, LLC / Limoneira Company	56-2022-00572497	Ventura	PAGA Only	$200,000.00
Verdugo, Jose v. 7-Eleven, Inc.	37-2023-00055846	San Diego	Class and PAGA	$1,900,000.00
Villagomez, Blanca v. Adventist Health Simi Valley	21STCV38017	Los Angeles	PAGA Only	$780,000.00
Villagomez, Rene v. Bayer/Monsanto	34-2021-00314259	Sacramento	Class and PAGA	$835,000.00
Viveros, Melissa v. A is for Apple, Inc.	20CV364476	Santa Clara	Class Only	$525,000.00
Walker, Walter v. Pelican Products, Inc.	23STCV19531	Los Angeles	PAGA Only	$400,000.00
Washington, Ryshanique Quintanae Mae v. Amirian Management Company DBA Popey	23STCV06924	Los Angeles	PAGA Only	$350,000.00
Watson, William v. Notarize Inc.	30-2023-01310277	Orange	Class and PAGA	$182,500.00
Welcker, Roxanne v. Dimension Development Two, LLC	22STCV06409	Los Angeles	Class Only	$302,652.00
West, Richard v. EPCM-RMS, Inc.	19STCV31373	Los Angeles	Class and PAGA	$245,000.00
Whittaker, Kailee v. YHB Long Beach, LLC/Holiday Inn Franchise	22STCV34593	Los Angeles	Class and PAGA	$623,214.79
Williams, Christopher v. BlueTriton Brands, Inc.	CIVSB2320221	San Bernardino	Class Only	$1,625,000.00
Woods, Claude v. Veyo Inc.	37-2020-00033184	San Diego	Class and PAGA	$2,367,850.00

Cases: **209**

Total Settlement: **$199,583,579.12**

Exhibit 6

Watters v. Value Windows & Doors
Crosner Legal Time Report

Tasks	Brandon Brouillette	Chad Saunders	Branden Hamilton	Kiara Bramasco
Pre-filing Case Investigation	0.0	0.0	4.5	2.9
Pleadings and Law and Motion	3.6	10.1	5.6	0.0
Discovery and Post-Filing Investigation	7.2	21.3	0.0	0.0
Court Appearances	0.0	1.5	0.0	0.0
Case Management; Litigation Strategy & Analysis	18.2	25.6	0.0	0.0
Mediation and Settlement	20.5	20.1	0.0	0.0
Total Hours	49.5	78.6	10.1	2.9
Hourly Rate	$950	$900	$850	$670
Lodestar	$47,025	$70,740	$8,585	$1,943

Total Hours: 141.1 Total Lodestar: $128,293.00