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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

ASHLEY BOGUETT, on behalf of the State
of California as the Real Party In Interest;

Plaintiff,

vs.

AMERICAN WOODMARK
CORPORATION, a Virginia Corporation;
RSI HOME PRODUCTS, INC., a Delaware
Corporation; RSI HOME PRODUCTS
MANUFACTURING, INC., a Delaware
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVSB2222761

*[Assigned to Hon. Joseph T. Ortiz, Dept. S17,
for all purposes]*

**DECLARATION OF BRIAN J. MANKIN,
ESQ., IN SUPPORT OF MOTION TO
APPROVE SETTLEMENT PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004**

Hearing

Date: June 3, 2024

Time: 1:30 p.m.

Dept.: S17

Complaint filed: 12/9/2022

FAC filed: 3/22/2024

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I manage the employment law department and am a partner with the law firm of Lauby Mankin Lauby LLP, which has offices in Orange County and Riverside County. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I submit this declaration in support of Plaintiff's Motion to Approve Settlement Pursuant to the Private

1 Attorney General Act of 2004 (the "PAGA"). If called as a witness, I could and would
2 competently testify thereto.

3 **COUNSEL'S EXPERIENCE**

4 2. I have been a member, in good standing, of the State Bar of California since 2001.
5 I am admitted to practice in the United States District Courts for the Central and Southern District
6 of California and the Ninth Circuit Court of Appeal and have tried cases in various courts in
7 California.

8 3. I have handled over 500 employee vs. employer litigation matters during my 23
9 years in practice. Over the last 15 years, my practice has almost entirely consisted of
10 representing employees, the majority of which has included class action and representative
11 action wage and hour matters. In total, I have handled over 250 class action and representative
12 action wage/hour cases, and have been appointed by the court as class counsel and have received
13 final court approval and judgment in close to half of those actions to date, and anticipate
14 receiving final approval in many more of those in the future.

15 4. As part of these settlements and judgments, I have recovered in excess of \$250
16 million in damages for my clients and the class members (who often work as nurses, ambulance
17 drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and
18 countless other trades). My team and I once held the record for the largest PAGA-only case in
19 California's history - a \$12.5 million-dollar court approved settlement, which followed extensive
20 litigation, summary adjudication and writs to the CA Supreme Court against a Fortune 50
21 company (*Garcia v. Macy's*, San Bernardino Superior Court).

22 5. I have tried two major class and PAGA cases against Fortune 100 companies over
23 the last few years. I was lead counsel in a PAGA case that my firm tried in the Orange County
24 Superior Court and received a \$425,000 judgment. I was co-counsel in a class action case
25 against Walmart that was tried to the jury in District Court, wherein the jury awarded Plaintiffs
26 over \$6 million. Both cases were appealed, and ultimately the jury trial verdict was affirmed and
27 the PAGA case was reversed and remanded.

6. I was named by the LA Times as one “Southern California Leading Lawyers” in the May 2023 issue of Consumer Attorney’s of Southern California (a recognition given to 17 employment/labor law attorneys in 2023). Additionally, for the last five consecutive years, I have been selected by my peers as a “Super Lawyer” in Employment Litigation, a distinction that only 5% of lawyers receive.

PROCEDURAL BACKGROUND

7. My firm began investigating this matter in 2022. After being retained by Plaintiff Boguett, my office submitted letter to the California Labor & Workforce Development Agency (“LWDA”) and to Defendants regarding the alleged violations, a true and correct copy of which is attached as **Exhibit A**. After the 65-day waiting period elapsed without the LWDA asserting jurisdiction, my office filed this PAGA-only complaint on December 19, 2022.

8. Defendants retained counsel and vowed to vehemently oppose the claims. However, after early discussions among counsel, the Parties agreed to attend mediation. In preparation for the mediation, the Parties exchanged documents and information that allowed both sides to calculate the potential penalties and evaluate potential risk. During this process, my office analyzed, researched, and investigated the potential issues, including matters related to the calculation of penalties, trial, and appellate issues and risks. During this exchange of information, pursuant to Plaintiff counsel's informal requests, Defendants produced documents and pay records that enabled Plaintiff to conduct a full analysis of the alleged unpaid wage, meal/rest break violations and other claims. During this investigative process, my office also discovered certain additional claims and a related party that should be named, RSI Home Products Manufacturing, Inc. Plaintiff thus amended the relevant LWDA notice (a true and correct copy of which is attached as **Exhibit B**) and filed a First Amended Complaint addressing the new claims and party.

9. On November 14, 2023, the Parties mediated with Kelly Knight, Esq., a highly regarded mediator that is well-versed in wage-and-hour and PAGA litigation. After a full day mediation, Mr. Knight issued a mediator's proposal that all Parties ultimately accepted, resulting in a settlement of all PAGA claims alleged in this action, along with Plaintiff's

1 separate individual claims. The Parties executed a Memorandum of Understanding, and then
2 memorialized the full terms of the settlement in the long-form Settlement Agreement, which is
3 attached hereto as **Exhibit C**, and which is now presented to this Court for approval.

4 **THE SETTLEMENT IS FAIR, JUST AND REASONABLE**

5 10. The settlement requires Defendants to pay a “Gross Settlement Fund” of
6 \$845,000, inclusive of payments for Plaintiff’s attorneys’ fees of one-third of the settlement
7 (\$281,666.67), actual litigation costs (\$16,501.62), Settlement Administrator costs (\$9,500), and
8 Plaintiff’s service award (\$7,500). After deducting these amounts, the remainder of
9 approximately \$529,831.71 will form the Net Settlement Amount and, pursuant to Labor Code
10 § 2699(i), 75 percent shall be paid to the LWDA (which shall be used to assist in the
11 enforcement of labor laws and education of employers and employees about their rights and
12 responsibilities under the Labor Code), and the remaining 25 percent being paid to the
13 Aggrieved Employees on a pro rata basis. The following chart reflects the estimated payments
14 from the Settlement Agreement:

<i>Gross Settlement Fund</i>	\$ 845,000.00
Attorneys’ Fees (1/3)	\$ 281,666.67
Attorney Litigation Costs	\$ 16,501.62
Administrator Costs	\$ 9,500.00
PAGA Representative Service Award	\$ 7,500.00
<i>Net Settlement Amount (“NSA”)</i>	\$ 529,831.71
75% of NSA Payable to LWDA	\$ 397,373.78
25% of NSA Payable to Aggrieved Employees	\$ 132,457.93

21 11. As such, the LWDA will receive approximately \$397,373.78 (75% of the Net
22 Settlement Amount) and approximately 1,500 Aggrieved Employees will collectively share in
23 and receive \$132,457.93 (the remaining 25% of the Net Settlement Amount), which will be paid
24 on a pro-rata basis based on the number of pay periods worked during the PAGA Period.

25 12. Based on data and information obtained from Defendants, it is estimated that the
26 1,500 Aggrieved Employees will receive an average payment of \$88.30. Moreover, based on an
27 estimated 42,542 pay periods during the Settlement Period, each pay period worked will have
28 an estimated value of \$3.11.

1 13. In exchange for these payments and benefits, the Aggrieved Employees will
2 narrowly release the civil penalties claims alleged under Labor Code § 2699.

3 14. As part of the process in reaching this settlement, my office obtained extensive
4 data and information prior to mediation to investigate the claims and negotiate an appropriate
5 settlement. After evaluation of this information, we estimated that there were 38,478 pay periods
6 worked by the Aggrieved Employees. From this data, and when applying the various facts,
7 violation rates, and considering all of the risks and defenses to the claims herein, we formulated
8 detailed damage models as discussed below.

9 15. For instance, the first damage model set the potential PAGA penalties against
10 Defendants as \$3,847,800 [38,478 pay periods multiplied by the default \$100 penalty under
11 PAGA]. Defendant took the position that Plaintiff would not be entitled to “stack” more than
12 one PAGA civil penalty per employee per pay period (regardless of whether there was one Labor
13 Code violation or five). Although we argued that “stacking” is not a valid defense and that
14 PAGA civil penalties were available for each and every unique Labor Code violation, we agreed
15 that a valuation of \$100 per pay period was reasonable to assess the claims for settlement.

16 16. Then, for each claim, we calculated the maximum potential damages as follows.
17 *First*, Plaintiff alleged that she and the Aggrieved Employees were subjected to unpaid wage
18 violations in 76% of all pay periods due to Defendants’ failure to pay all wages owed due to a
19 rounding policy, along with a failure to correctly calculate the “regular rate of pay” for overtime,
20 sick pay, and meal premium payments. *Second*, the sampling provided prior to mediation
21 evidenced that there were meal period violations during 83.9% of all pay periods worked. *Third*,
22 because of the hectic work schedule, Plaintiff alleged that the Aggrieved Employees were
23 deprived of at least one compliant rest break in 50% of pay periods. *Fourth*, Plaintiff alleged
24 that Defendants provided 15,293 wage statements to the Aggrieved Employees that did not state
25 the employer’s address, in direct violation of Labor Code § 226(a)(8). Based on these metrics,
26 along with other smaller subsets of claims (such as failure to timely pay final wages to an
27 estimated 600 departing employees, leading to only 600 violations), we estimated that there were
28 potentially 97,058 distinct Labor Code violations for all claims combined (ignoring any

1 “stacking” defense), leading to maximum potential PAGA penalties of \$9,705,800 [97,058 x
2 \$100].

3 17. But again, this maximum amount fails to take into account the various risks and
4 defenses to the claims herein, as well as Defendants’ claim that “stacked” penalties are not
5 recoverable. For example, Defendants disputed that there were any unpaid wages and, further,
6 that its rounding policy was neutral in practice and applied, as required by *See’s Candy*, resulting
7 in no liability. Then, as to the meal and rest break claims, Defendants argued it had fully
8 complaint written policies that specifically authorized its employees to take meal and rest breaks,
9 timesheets specifically showed that breaks occurred, and all employees had ample opportunity to
10 take compliant breaks. Therefore, Defendants asserted that a fact-finder would have to
11 determine for each employee whether a break was recorded on each employees timesheet or if it
12 was missed and why, and why a break was noncompliant or nonexistent, because if it was by the
13 employee’s choice, no liability attaches to Defendants.

14 18. Additionally, we had to consider another risk: even if the claims succeeded, courts
15 have wide latitude to (and often do) reduce the total civil penalties “based on the facts and
16 circumstances of a particular case” and if “to do otherwise would result in an award that is
17 unjust, arbitrary and oppressive, or confiscatory.” Labor Code § 2699(h).

18 19. When considering these risks and defenses, Plaintiff and my office contend that
19 the Settlement, which binds Defendants to pay a total Gross Settlement Fund of \$845,000 – the
20 equivalent to almost \$20 per pay period. Many class actions settle for less than \$20 per pay
21 period, so to achieve this result in a PAGA-only case is indeed a great result. Clearly, this
22 settlement is fair, adequate, and reasonable in light of the risks and uncertainties associated with
23 the PAGA claims in this case, and it is sufficient to accomplish the objectives of PAGA while
24 not being unjust, arbitrary and oppressive, or confiscatory.

25 **THE REQUESTED ATTORNEY’S FEES AND COSTS ARE FAIR AND REASONABLE**

26 20. In accordance with the Settlement, the Parties agreed that my office would
27 receive one-third of the settlement amount as attorneys’ fees in recognition of the work
28 performed by my office and the results we achieved for the State and Aggrieved Employees.

1 21. At my office, this case was primarily handled by Peter Carlson and me. Mr.
2 Carlson is a 10-year attorney and Senior Associate in the firm who works exclusively with me
3 on employment law matters.

4 22. I have personally spent 53 hours working on this matter, and anticipate spending
5 another 20 hours working on this matter, including in preparation for and attending the hearing,
6 as well as work that is anticipated to be performed after the hearing with counsel, administrator,
7 employees, and the court. My billable rate is \$775 per hour.

8 23. As stated in the concurrently filed declaration of Mr. Carlson, he spent 184.6
9 hours working on this matter, and his billable rate is \$650 per hour.

10 24. The actual aggregated lodestar for my firm totals approximately \$176,575.
11 Thus, the request for attorneys' fees equal to one-third of the Gross Settlement Fund requires
12 only a very modest multiplier of 1.59, which clearly demonstrates that the requested fee is
13 justified, reasonable, and appropriate.

14 25. Additionally, the requested fees are appropriate because the hourly rates are
15 comparable with attorneys who handle complex class action litigation, if not somewhat lower
16 (*i.e.*, the Laffey Matrix at www.laffeymatrix.com indicates that the benchmark rates are:
17 \$777/hour for an 8–10-year attorney and \$1,057/hour for a 20+ year attorney).

18 26. Moreover, the Wolters Kluwer 2023 Real Rate Report (“Real Rate Report”)
19 provides directly applicable information in this regard. The Real Rate Report is based on an
20 enormous and statistically significant compilation of data, comprising millions of billing entries
21 from a hundred thousand individual timekeepers who worked at thousands of law firms. The
22 Real Rate Report then compiles and analyzes this data to provide the hourly rates for partners
23 and associates in major metropolitan areas. For the southern California area: (a) the rate for
24 partners in Los Angeles is between \$840 and \$1,159 per hour for the middle and upper
25 quartiles, and (b) the rates for associates with seven or more years of experience, the median
26 rate is \$674 per hour, and the upper quartile rate is \$888 per hour. And, perhaps most
27 importantly, the information provided in the Real Rate Report is not based on self-reported
28 numbers, surveys, sampling, or reviews or other publications – instead, the Real Rate Report is

1 based on the actual hours and fees billed by law firms, which makes it “a much better reflection
2 of true market rates than self-reported rates in all practice areas.” *Brown v. CVS Pharmacy, Inc.*
3 (C.D. Cal. Apr. 24, 2017) 2017 U.S. Dist. LEXIS 182309, at *21; *PLCM Group*, 22 Cal.4th at
4 1085 (holding that rates should be premised upon precisely this form of independent,
5 “objective” rate data that reflects “fair market” rates actually billed to clients “in the community
6 for similar work”)

7 27. Thus, not only are the rates reasonable and typical, but the attorneys’ fee request
8 only calls for a small multiplier, which confirms that the fee request is fair and reasonable.

9 28. Additionally, in the course of prosecuting this action, my office has incurred
10 expenses that were incidental and necessary to this PAGA litigation. These expenses included but
11 were not limited to: court filings, copying and management of documents, messenger services,
12 postage, fax transmission expenses, transportation, and other incidental expenses directly related
13 to this action. The Settlement Agreement authorized my office to recover litigation costs not to
14 exceed \$20,000. The costs through the approval hearing are \$16,501.62 (*see Exhibit D* attached
15 hereto), which is the amount requested. Defendants do not oppose this request.

16 **REASONABLENESS OF REQUESTED SERVICE AWARD**

17 29. I also believe that the service award of \$7,500 to Plaintiff is fair and warranted
18 given the time and effort she devoted to this case. Her efforts included providing factual
19 background for the lawsuit; providing documents and information about Defendants’
20 compensation plan and other policies/practices; participating in phone calls to discuss litigation
21 and settlement strategy; making herself available throughout the litigation to assist with
22 analyzing the claims and defenses; helping counsel prepare for the mediation; and reviewing the
23 settlement documents. Plaintiff also assumed significant risk in bringing this litigation; namely,
24 had she lost, she could have been ordered to pay Defendants’ costs. This request also falls
25 squarely in line with service awards with amounts that courts approved in similar litigation.

26 **SUBMISSION TO THE LWDA**

27 30. The Motion and declaration, including the Settlement Agreement, have
28 concurrently been submitted to the LWDA through its online portal. (See **Exhibit E**).

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32. A true and correct copy of the initial LWDA letter is attached as **Exhibit A**; a true and correct copy of Plaintiff's amended LWDA letter is attached as **Exhibit B**.

33. A true and correct copy of the PAGA Settlement Agreement and Release of Claims is attached hereto as **Exhibit C**.

35. A true and correct copy of the LWDA's confirmation of receipt of this Motion and Declaration is attached hereto as **Exhibit E**.

37. The Parties agreed upon Proposed Notice to be sent to the Aggrieved Employees is attached hereto as **Exhibit G**.

By: Brian J. Mankin
Brian J. Mankin

EXHIBIT “A”



LAUBY, MANKIN & LAUBY LLP

October 4, 2022

Submitted Via Online Filing to the LWDA

California LWDA
Attn: PAGA Administrator
455 Golden Gate Ave., 9th Fl.
San Francisco, CA 94102

Sent Via U.S. Mail and Certified Mail

American Woodmark Corporation
561 Shady Elm Road
Winchester, VA 22602

RSI Home Products, Inc.
561 Shady Elm Road
Winchester, VA 22602

Re: PAGA Civil Penalty Claim
Ashley Boguett v. American Woodmark Corporation, et al.

To the Labor and Workforce Development Agency, American Woodmark Corporation, and RSI Home Products, Inc.:

Pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2699, *et seq.*, this letter shall serve as notification of the PAGA civil penalty claim of aggrieved employee Ashley Boguett (“Claimant”), on behalf of the State of California and all Aggrieved Employees, against her employer(s), American Woodmark Corporation, RSI Home Products, Inc., and any affiliated entities (such as Professional Cabinet Solutions) (collectively, the “Company”), for violations of Labor Code §§ 200, 201, 202, 203, 204, 208, 210, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, and 1199 among possibly other sections inadvertently omitted, and/or sections of the applicable IWC Wage Order(s).

FACTUAL BACKGROUND

Claimant was employed by the Company from approximately May through September 2022. Claimant alleges that she and all other non-exempt employees employed by the Company in California (the “Aggrieved Employees”) were subjected to the same policies, working conditions, and corresponding wage and hour violations to which Claimant was subjected during her employment.

For instance, at all relevant times, Claimant and the Aggrieved Employees were not provided proper minimum and overtime wages due to the Company’s failure to accurately record and compensate for all hours worked. Also, at all relevant times, Claimant alleges that she and the Aggrieved Employees were compensated on an hourly basis plus additional earned compensation in the form of nondiscretionary bonuses and other similar payments. However, on the occasions when the Aggrieved Employees worked overtime hours and received additional earned compensation during the same workweek, the Company failed to properly include these amounts in the calculations for Claimant’s regular rate of pay – in violation of California law and which led to the failure to pay proper overtime.

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Claimant was also not provided 30-minute off-duty meal periods, as mandated by California law, during employment with the Company. As a result of the Company's policies and practices, as well as the hectic and demanding workload, Claimant was subjected to meal period violations when: (1) unable to take a meal period due to workload, (2) forced to take an on-duty meal period while under the control of the Company, (3) forced to take a shortened meal period, (4) forced to take a meal period after the 5th hour of work, and (5) not provided a mandated second meal period for shifts in excess of 10 hours. Moreover, the Company failed to record or keep accurate information regarding when Claimant and the Aggrieved Employees took their meal periods, in violation of the applicable IWC Wage Order § 7(A)(3).

The Company also failed to provide Claimant with 10 minutes of net rest break time for every 4 hours worked, or major fraction thereof, as mandated by California law. The Company did not schedule Claimant's rest breaks and Claimant was often not authorized and/or permitted to take mandated rest breaks due to the lack of adequate staffing and coverage and being overwhelmed by the hectic workload. Furthermore, Claimant and the Aggrieved Employees were not permitted to leave the facility for rest breaks and, on occasions when Claimant worked 10 hours or more in a shift, the Company failed to authorize and/or permit the mandated additional rest breaks.

The Company also failed to comply with the mandates of Labor Code §§ 204 and 210 regarding the timing of the payment of wages to its employees each period, including minimum and overtime wages, as well as meal and rest period premiums. Also, the Company failed to comply with the mandates of Labor Code §§ 201–203 regarding timing of payment of final wages and failed to pay all wages due and owing upon separation of employment including minimum wages, overtime, meal and rest break premiums, and the Company further failed to pay the Aggrieved Employees for mandated sick time at a rate "calculated in the same manner as the regular rate of pay."

Also, the Company required Claimant and the Aggrieved Employees to incur necessary business-related expenses and costs without reimbursement, including, but not limited to, acquiring and maintaining a smart phone and related monthly data plan to communicate with the Company via phone and text message. The Company also required that Claimant and the Aggrieved Employees use their personal computers without reimbursement and, further, failed to properly reimburse the Aggrieved Employees for use of personal vehicles for work purposes. Finally, at all relevant times, the Company provided Claimant and the Aggrieved Employees with inaccurate and incomplete wage statements that failed to accurately state all necessary items required under Labor Code § 226(a).

Claimant alleges that she worked under the joint direction and control of the entities listed herein and is informed and believes that each of them acted in all respects pertinent to this action as the agent of the others, carried out a joint scheme, business plan or policy in all respect pertinent hereto, and the acts of each are legally attributable to the others. On information and belief, a unity of interest and ownership between each exists such that the entities listed herein acted as a single employer of Claimant and the Aggrieved Employees. Furthermore, on information and belief, the entities listed herein are an integrated enterprise and should be treated as a single employer because the entities share an interrelation of operations, with common human resources and personnel policies and shared common offices and facilities. Upon information and belief, the entities listed herein share common management, a centralized control of labor operations, and common ownership or financial control. Claimant also alleges the entities listed herein were merely the alter-ego of the others in that there existed a unity of interest and ownership such that any separateness between them ceased to exist and each exercised undue dominance, control, influence, and management over the others.

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As a result of these violations, and others described below, Claimant alleges that she and other Aggrieved Employees were denied specific rights to which they are/were entitled under California law and the rules promulgated by the IWC Wage Orders, including the following:

**PAGA ASSESSMENT FOR FAILURE TO
PAY ALL MINIMUM, REGULAR, AND OVERTIME WAGES**

(Labor Code §§ 204, 210, 221-223, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198; IWC Wage Order §§ 3, 4(B))

As discussed above, the Company failed to pay all required minimum, regular, and overtime wages to Claimant and the Aggrieved Employees due to the Company's failure to accurately record and compensate for all hours worked and the failure to pay overtime and/or properly calculate the regular rate of pay for Claimant and other Aggrieved Employees. This resulted in earned, but unpaid, wages due and owing to Claimant and the Aggrieved Employees. Therefore, Claimants and the Aggrieved Employees performed work for the Company without receiving proper payment of the requisite minimum, overtime, and/or doubletime wages.

Accordingly, Labor Code §§ 210, 558, 1194.2, 1197.1, and 2699, among possibly others, impose various penalties upon the Company for each employee and each pay period in which it failed to pay all wages including, but not limited to, minimum, regular, and overtime wages in violation of the Labor Code and/or the IWC Wage Orders.

**PAGA ASSESSMENT FOR DENIAL OF MEAL PERIODS,
REST BREAKS, AND WAGE PREMIUMS**

(Labor Code §§ 226.7(b) & (c), 512, 558; Cal. Admin. Code, Title 8, § 11090)

Labor Code § 226.7(b) states that "[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission ..." Labor Code § 512(a) states in pertinent part: "[A]n employer may not employ an employee for a work period of more than 5 hours per day without providing the employee with an uninterrupted meal period of not less than 30 minutes [...] [a]n employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes." Section 12 of applicable IWC Wage Order states in pertinent part: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof."

Here, Claimant and other Aggrieved Employees were regularly not provided compliant mandatory meal periods and paid rest breaks due to the Company's policies described above. Although the Company was required to pay Claimant and all Aggrieved Employees premium wages equal to an additional hour of pay at the employee's regular rate of pay for each violation under Labor Code § 226.7(c), the Company did not pay the mandatory one-hour wage premiums and did not do so at the proper rate. Labor Code § 558 imposes a penalty for each violation, plus an amount sufficient to recover the underpaid wages. Additionally, the civil assessment set forth in Labor Code § 2699 applies to these violations.

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**PAGA ASSESSMENT FOR FAILURE TO PAY ALL WAGES DUE AND OWING
EACH PAYROLL PERIOD WITHIN THE TIME REQUIRED BY LAW**

(Labor Code §§ 204, 204.1, 208, 210, 256 and 2699)

Labor Code § 204(a) states that all wages earned by a person are due and payable twice during each calendar month, and further states that wages earned during the first through fifteenth days of the month must be paid no later than the twenty-sixth day of the month, and that wages earned between the sixteenth and last day of the month must be paid by the tenth day of the following month. Labor Code § 204(d) states “[t]he requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.”

As a result of the Company’s failure to pay Claimant and the Aggrieved Employees all compensation to which they were entitled, the Company had a pattern and practice of failing to pay all wages due and owing to Claimant and the Aggrieved Employees within the time mandated by Labor Code § 204. As a result of these violations, penalties may be assessed pursuant to Labor Code §§ 210 and/or 2699.

PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY FINAL WAGES

(Labor Code §§ 201, 202, 203, 256 and 2699)

Labor Code § 201(a) provides in pertinent part: “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code § 202(a) states in pertinent part “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours’ previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.” Labor Code § 203(a) states “If an employer willfully fails to pay, without abatement or reduction, [...] any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.”

The Company did not pay the Aggrieved Employees all wages that were due and owing within the required time following the end of their employment in accordance with Labor Code §§ 201-202. As a result, all such Aggrieved Employees are entitled to 30 days of wages as a “waiting time penalty.” (Labor Code § 203.) Labor Code § 2699 also imposes a penalty.

**PAGA ASSESSMENT FOR FAILURE TO PROVIDE ACCURATE,
ITEMIZED WAGE STATEMENTS**

(Labor Code §§ 226, 226.3, and 1174)

Labor Code § 226(a) requires an employer to provide its employees with itemized wage statements accurately stating gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the pay period, the employee’s name and the last four digits of his or her Social Security number (or employee identification number), the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

At all times pertinent hereto, the Company failed to provide accurate itemized wage statements due to violations including: failure to accurately state total hours worked (the paystubs failed to accurately reflect total compensable hours); failure to accurately state gross wages earned, all deductions, and net wages earned (due to, for example, the failure to pay all required minimum and overtime wages); failure to state the applicable hourly rates (including the accurate overtime rate of pay); failure to accurately state the name and address of the legal entity that is the employer, and; failure to accurately state the corresponding number of hours worked at each hourly rate. Additionally, the Company's wage statements directly violated Labor Code § 226(a) each period due to the failure to pay and report premium wages for denied meal/rest breaks under § 226.7. Accordingly, Labor Code §§ 226.3 and 2699 impose civil penalties for these violations.

PAGA ASSESSMENT FOR VIOLATIONS OF LABOR CODE § 1199

(Labor Code § 1199)

An employer violates Labor Code § 1199 if said employer: (a) requires or causes an employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission; (b) pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission; or, (c) violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission. Labor Code § 2699.5 specifically enumerates Labor Code § 1199 as a section to which the civil penalties under the PAGA apply. Therefore, as a result of the Company's violations described herein, the Company is subject to civil penalties in accordance with Labor Code § 2699.

ATTORNEYS' FEES, INTEREST, AND PENALTIES

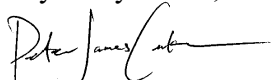
(Labor Code §§ 2699(f)(2), 2699(g)(1), 2699.5)

Labor Code § 2699(g)(1), give employees the right to recover in a civil action the unpaid balance of the full amount of wages, including interest thereon, penalties and other damages, as applicable, reasonable attorneys' fees, and costs of suit. Additionally, Claimant seeks the assessment of penalties, including civil penalties, under Labor Code §§ 203, 210, 225.5, 226.3, 1174.5, 1197.1, 2699, and/or § 20 of the IWC Wage Orders, among possibly other provisions inadvertently omitted herein. Furthermore, Claimant is entitled to bring a wage/hour claim on behalf of all current and former similarly situated employees of the Company. Thus, the Company is exposed to these same penalties for violations involving all Aggrieved Employees. Additionally, Claimant seeks attorney's fees pursuant to C.C.P. § 1021.5. Please construe this correspondence as Claimants' notification of alleged wrongdoing and attempted resolution in accordance with C.C.P. § 1021.5 and *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553.

CONCLUSION

Based on the foregoing, the Company may be liable for civil penalties related to the foregoing claims and remedies. If Claimant becomes aware of any additional claims for Labor Code violations related to her employment and/or other employees of the Company, he reserves the right to add new claims by supplementing this notice letter. Should you have any questions, please feel free to give me a call.

Very Truly Yours,



By: Peter J. Carlson, Esq.

E-mail: peter@lmlfirm.com

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EXHIBIT “B”



LAUBY, MANKIN & LAUBY LLP

January 26, 2024

Submitted Via Online Filing to the LWDA

California LWDA
Attn: PAGA Administrator
455 Golden Gate Ave., 9th Fl.
San Francisco, CA 94102

Sent Via U.S. Mail and Certified Mail

American Woodmark Corporation
561 Shady Elm Road
Winchester, VA 22602

RSI Home Products, Inc.
561 Shady Elm Road
Winchester, VA 22602

RSI Home Products Manufacturing, Inc.
561 Shady Elm Road
Winchester, VA 22602

Re: PAGA Civil Penalty Claim
Ashley Boguett v. American Woodmark Corporation, et al.
LWDA Case No. LWDA-CM-911878-22

To the Labor and Workforce Development Agency, American Woodmark Corporation, RSI Home Products, Inc., and RSI Home Products Manufacturing, Inc.:

Pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2699, *et seq.*, this letter shall serve as the amended notification of the PAGA civil penalty claim of aggrieved employee Ashley Boguett (“Claimant”), on behalf of the State of California and all Aggrieved Employees, against her employer(s), American Woodmark Corporation, RSI Home Products, Inc., RSI Home Products Manufacturing, Inc., and any affiliated entities (such as Professional Cabinet Solutions) (collectively, the “Company”), for violations of Labor Code §§ 200, 201, 202, 203, 204, 208, 210, 218.6, 226, 226.3, 226.7, 246, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802 among possibly other sections inadvertently omitted, and/or sections of the applicable IWC Wage Order(s).

FACTUAL BACKGROUND

Claimant was employed by the Company from approximately May through September 2022. Claimant alleges that she and all other non-exempt employees employed by the Company in California (the “Aggrieved Employees”) were subjected to the same policies, working conditions, and corresponding wage and hour violations to which Claimant was subjected during her employment.

For instance, at all relevant times, Claimant and the Aggrieved Employees were not provided proper minimum and overtime wages due to the Company’s failure to accurately record and compensate for all hours worked under various theories, including that the Company utilized a time rounding policy that failed to compensate for all hours worked.

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Also, at all relevant times, Claimant alleges that she and the Aggrieved Employees were compensated on an hourly basis plus additional earned compensation in the form of nondiscretionary bonuses and other similar payments. However, on the occasions when the Aggrieved Employees worked overtime hours and received additional earned compensation during the same workweek, the Company failed to properly include these amounts in the calculations for Claimant's regular rate of pay – in violation of California law and which led to the failure to pay proper overtime.

Claimant was also not provided 30-minute off-duty meal periods, as mandated by California law, during employment with the Company. As a result of the Company's policies and practices, as well as the hectic and demanding workload, Claimant was subjected to meal period violations when: (1) unable to take a meal period due to workload, (2) forced to take an on-duty meal period while under the control of the Company, (3) forced to take a shortened meal period, (4) forced to take a meal period after the 5th hour of work, and (5) not provided a mandated second meal period for shifts in excess of 10 hours. Moreover, the Company failed to record or keep accurate information regarding when Claimant and the Aggrieved Employees took their meal periods, in violation of the applicable IWC Wage Order § 7(A)(3).

The Company also failed to provide Claimant with 10 minutes of net rest break time for every 4 hours worked, or major fraction thereof, as mandated by California law. The Company did not schedule Claimant's rest breaks and Claimant was often not authorized and/or permitted to take mandated rest breaks due to the lack of adequate staffing and coverage and being overwhelmed by the hectic workload. Furthermore, Claimant and the Aggrieved Employees were not permitted to leave the facility for rest breaks and, on occasions when Claimant worked 10 hours or more in a shift, the Company failed to authorize and/or permit the mandated additional rest breaks.

The Company also failed to comply with the mandates of Labor Code §§ 204 and 210 regarding the timing of the payment of wages to its employees each period, including minimum and overtime wages, as well as meal and rest period premiums. Also, the Company failed to comply with the mandates of Labor Code §§ 201–203 regarding timing of payment of final wages and failed to pay all wages due and owing upon separation of employment including minimum wages, overtime, meal and rest break premiums, and the Company further failed to pay the Aggrieved Employees for mandated sick time at a rate “calculated in the same manner as the regular rate of pay.”

Also, the Company required Claimant and the Aggrieved Employees to incur necessary business-related expenses and costs without reimbursement, including, but not limited to, acquiring and maintaining a smart phone and related monthly data plan to communicate with the Company via phone and text message. The Company also required that Claimant and the Aggrieved Employees use their personal computers without reimbursement and, further, failed to properly reimburse the Aggrieved Employees for use of personal vehicles for work purposes. Finally, at all relevant times, the Company provided Claimant and the Aggrieved Employees with inaccurate and incomplete wage statements that failed to accurately state all necessary items required under Labor Code § 226(a).

Claimant alleges that she worked under the joint direction and control of the entities listed herein and is informed and believes that each of them acted in all respects pertinent to this action as the agent of the others, carried out a joint scheme, business plan or policy in all respect pertinent hereto, and the acts of each are legally attributable to the others. On information and belief, a unity of interest and ownership between each exists such that the entities listed herein acted as a single employer of Claimant and the Aggrieved Employees. Furthermore, on information and belief, the entities listed herein are an integrated enterprise and

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should be treated as a single employer because the entities share an interrelation of operations, with common human resources and personnel policies and shared common offices and facilities. Upon information and belief, the entities listed herein share common management, a centralized control of labor operations, and common ownership or financial control. Claimant also alleges the entities listed herein were merely the alter-ego of the others in that there existed a unity of interest and ownership such that any separateness between them ceased to exist and each exercised undue dominance, control, influence, and management over the others.

As a result of these violations, and others described below, Claimant alleges that she and other Aggrieved Employees were denied specific rights to which they are/were entitled under California law and the rules promulgated by the IWC Wage Orders, including the following:

**PAGA ASSESSMENT FOR FAILURE TO
PAY ALL MINIMUM, REGULAR, AND OVERTIME WAGES**

(Labor Code §§ 204, 210, 221-223, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198; IWC Wage Order §§ 3, 4(B))

As discussed above, the Company failed to pay all required minimum, regular, and overtime wages to Claimant and the Aggrieved Employees due to the Company's failure to accurately record and compensate for all hours worked and the failure to pay overtime and/or properly calculate the regular rate of pay for Claimant and other Aggrieved Employees. This resulted in earned, but unpaid, wages due and owing to Claimant and the Aggrieved Employees. Therefore, Claimants and the Aggrieved Employees performed work for the Company without receiving proper payment of the requisite minimum, overtime, and/or doubletime wages.

Accordingly, Labor Code §§ 210, 558, 1194.2, 1197.1, and 2699, among possibly others, impose various penalties upon the Company for each employee and each pay period in which it failed to pay all wages including, but not limited to, minimum, regular, and overtime wages in violation of the Labor Code and/or the IWC Wage Orders.

**PAGA ASSESSMENT FOR DENIAL OF MEAL PERIODS,
REST BREAKS, AND WAGE PREMIUMS**

(Labor Code §§ 226.7(b) & (c), 512, 558; Cal. Admin. Code, Title 8, § 11090)

Labor Code § 226.7(b) states that “[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission ...” Labor Code § 512(a) states in pertinent part: “[A]n employer may not employ an employee for a work period of more than 5 hours per day without providing the employee with an uninterrupted meal period of not less than 30 minutes [...] [a]n employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes.” Section 12 of applicable IWC Wage Order states in pertinent part: “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

Here, Claimant and other Aggrieved Employees were regularly not provided compliant mandatory meal periods and paid rest breaks due to the Company's policies described above. Although the Company was required to pay Claimant and all Aggrieved Employees premium wages equal to an additional hour of

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pay at the employee's regular rate of pay for each violation under Labor Code § 226.7(c), the Company did not pay the mandatory one-hour wage premiums and did not do so at the proper rate. Labor Code § 558 imposes a penalty for each violation, plus an amount sufficient to recover the underpaid wages. Additionally, the civil assessment set forth in Labor Code § 2699 applies to these violations.

PAGA ASSESSMENT FOR FAILURE TO PAY SICK TIME AT PROPER RATE OF PAY
(Labor Code § 246)

Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees must be "calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek." Additionally, Labor Code § 246(l)(2) states that the paid sick time must be "calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

Here, Claimant and the Aggrieved Employees were compensated on an hourly basis plus additional compensation. However, when Aggrieved Employees took sick time and received paid sick leave, the Company only paid sick time at the base rate of pay, not factoring in the additional compensation as required by Labor Code §§ 246(l)(1-2). As such, penalties may be assessed pursuant to Labor Code § 2699.

PAGA ASSESSMENT FOR FAILURE TO REIMBURSE BUSINESS EXPENSES
(Labor Code § 2802; IWC Wage Order § 9(b))

Labor Code § 2802(a) states "An employer shall 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 Company required Claimant and the Aggrieved Employees to incur expenses in direct consequence of the discharge of their duties. Accordingly, Labor Code § 2699 imposes a penalty upon the Company for each such violation of Labor Code § 2802.

PAGA ASSESSMENT FOR FAILURE TO PAY ALL WAGES DUE AND OWING
EACH PAYROLL PERIOD WITHIN THE TIME REQUIRED BY LAW
(Labor Code §§ 204, 204.1, 208, 210, 256 and 2699)

Labor Code § 204(a) states that all wages earned by a person are due and payable twice during each calendar month, and further states that wages earned during the first through fifteenth days of the month must be paid no later than the twenty-sixth day of the month, and that wages earned between the sixteenth and last day of the month must be paid by the tenth day of the following month. Labor Code § 204(d) states "[t]he requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period."

As a result of the Company's failure to pay Claimant and the Aggrieved Employees all compensation to which they were entitled, the Company had a pattern and practice of failing to pay all wages due and owing to Claimant and the Aggrieved Employees within the time mandated by Labor Code § 204. As a result of these violations, penalties may be assessed pursuant to Labor Code §§ 210 and/or 2699.

PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY FINAL WAGES

(Labor Code §§ 201, 202, 203, 256 and 2699)

Labor Code § 201(a) provides in pertinent part: “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code § 202(a) states in pertinent part “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours’ previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.” Labor Code § 203(a) states “If an employer willfully fails to pay, without abatement or reduction, [...] any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.”

The Company did not pay the Aggrieved Employees all wages that were due and owing within the required time following the end of their employment in accordance with Labor Code §§ 201-202. As a result, all such Aggrieved Employees are entitled to 30 days of wages as a “waiting time penalty.” (Labor Code § 203.) Labor Code § 2699 also imposes a penalty.

**PAGA ASSESSMENT FOR FAILURE TO PROVIDE ACCURATE,
ITEMIZED WAGE STATEMENTS**

(Labor Code §§ 226, 226.3, and 1174)

Labor Code § 226(a) requires an employer to provide its employees with itemized wage statements accurately stating gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the pay period, the employee’s name and the last four digits of his or her Social Security number (or employee identification number), the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

At all times pertinent hereto, the Company failed to provide accurate itemized wage statements due to violations including: failure to accurately state total hours worked (the paystubs failed to accurately reflect total compensable hours); failure to accurately state gross wages earned, all deductions, and net wages earned (due to, for example, the failure to pay all required minimum and overtime wages); failure to state the applicable hourly rates (including the accurate overtime rate of pay); failure to accurately state the name and address of the legal entity that is the employer, and; failure to accurately state the corresponding number of hours worked at each hourly rate. Additionally, the Company’s wage statements directly violated Labor Code § 226(a) each period due to the failure to pay and report premium wages for denied meal/rest breaks under § 226.7. Accordingly, Labor Code §§ 226.3 and 2699 impose civil penalties for these violations.

PAGA ASSESSMENT FOR VIOLATIONS OF LABOR CODE § 1199

(Labor Code § 1199)

An employer violates Labor Code § 1199 if said employer: (a) requires or causes an employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission; (b) pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission; or, (c) violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission. Labor Code § 2699.5 specifically enumerates Labor Code § 1199 as a

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section to which the civil penalties under the PAGA apply. Therefore, as a result of the Company's violations described herein, the Company is subject to civil penalties in accordance with Labor Code § 2699.

ATTORNEYS' FEES, INTEREST, AND PENALTIES

(Labor Code §§ 2699(f)(2), 2699(g)(1), 2699.5)

Labor Code § 2699(g)(1), give employees the right to recover in a civil action the unpaid balance of the full amount of wages, including interest thereon, penalties and other damages, as applicable, reasonable attorneys' fees, and costs of suit. Additionally, Claimant seeks the assessment of penalties, including civil penalties, under Labor Code §§ 203, 210, 225.5, 226.3, 1174.5, 1197.1, 2699, and/or § 20 of the IWC Wage Orders, among possibly other provisions inadvertently omitted herein. Furthermore, Claimant is entitled to bring a wage/hour claim on behalf of all current and former similarly situated employees of the Company. Thus, the Company is exposed to these same penalties for violations involving all Aggrieved Employees. Additionally, Claimant seeks attorney's fees pursuant to C.C.P. § 1021.5. Please construe this correspondence as Claimants' notification of alleged wrongdoing and attempted resolution in accordance with C.C.P. § 1021.5 and *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553.

CONCLUSION

Based on the foregoing, the Company may be liable for civil penalties related to the foregoing claims and remedies. If Claimant becomes aware of any additional claims for Labor Code violations related to her employment and/or other employees of the Company, he reserves the right to add new claims by supplementing this notice letter. Should you have any questions, please feel free to give me a call.

Very Truly Yours,



By: Peter J. Carlson, Esq.

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EXHIBIT “C”

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“Agreement” or “Settlement”) is entered into between Plaintiff Ashley Boguett (“Plaintiff” or “Boguett”), on her behalf and as a proxy on behalf of the California Labor and Workforce Development Agency (the “LWDA”) and as a representative of the “Aggrieved Employees” described herein, on the one hand, and Defendants American Woodmark Corporation (“AWC”), RSI Home Products, Inc. (“RSI”), and RSI Home Products Manufacturing, Inc. (“RSI Manufacturing”) (collectively, “Defendants”), on the other hand. Plaintiff and Defendants are referred to herein collectively as the “Parties.”

DEFINITIONS

A. Definition of “Aggrieved Employees” and “Settlement Period”

1. “Aggrieved Employees” shall mean all persons who were employed in an hourly-paid, non-exempt role by Defendants in California at any time from October 5, 2021 through February 12, 2024.

2. “Settlement Period” means the inclusive time period from October 5, 2021 through February 12, 2024.

B. Additional Definitions

When used in this Agreement, along with the specified terms set forth above and elsewhere in this Agreement, the following terms have the meanings specified below:

3. “PAGA Settlement Amount” means \$845,000, less Court-approved attorneys’ fees and litigation costs, Plaintiff’s Service Award, and final costs of settlement administration, 75% of which will be distributed to the LWDA and 25% of which will be distributed to the Aggrieved Employees pursuant to the methodology described below.

4. “Court” means the Superior Court of the State of California for the County of San Bernardino.

5. “Effective Date” means 65 days after service of notice of entry of the Court’s Order approving this Settlement and judgment thereon, or if an appeal is taken from any aspect of the Court’s Order regarding approval of this Agreement and/or the judgment entered thereon, then 21

days after the later of either (i) the appeal being withdrawn or (ii) the exhaustion of all available appellate review and an appellate decision affirming the Order granting approval of the Settlement or judgment thereon becoming final and not subject to further appellate review.

6. “Release Payment” means the \$25,000.00 payment to Plaintiff, to be paid directly by Defendants to Plaintiff within ten (10) business days after the Effective Date. This Release Payment is being made to Plaintiff pursuant to her execution of a separate, confidential individual settlement agreement which releases all known and unknown claims Plaintiff may have against Defendants that are outside the scope of the claims being released in this Settlement, and which includes a waiver of rights under California Civil Code Section 1542. The Release Payment is in addition to Plaintiff’s respective share of the Net Settlement Amount as an Aggrieved Employee and her Service Award under the terms of this Agreement.

7. “Gross Settlement Fund” means Eight Hundred and Forty-Five Thousand Dollars (\$845,000.00), which is the total maximum sum that Defendants have agreed to pay to settle the Lawsuit in accordance with the terms of this Agreement. Aside from the Release Payment, in no event will Defendants be required to pay more than this amount under the terms of this Agreement including but not limited to governmental and other penalties payments (including to the LWDA as set forth below), if any, settlement administration fees and costs, and attorneys’ fees and costs. None of the Gross Settlement Fund will be payable by Defendants prior to approval by the Court of the settlement and the occurrence of all conditions precedent as set forth in this Settlement Agreement as approved by the Court.

8. “Labor Code” shall mean the California Labor Code.

9. “Lawsuit” shall mean the civil action styled as *Ashley Boguett, on behalf of the State of California as the Real Party In Interest v. American Woodmark Corporation, a Virginia Corporation; RSI Home Products, Inc., a Delaware Corporation; and DOES 1 through 20, inclusive*, filed on December 9, 2022 in San Bernardino County Superior Court, Case No. CIVSB2222761.

10. “PAGA” shall mean the California Labor Code Private Attorneys General Act,

California Labor Code § 2698, *et seq.*

11. “Plaintiff” or “Named Plaintiff” shall refer to Plaintiff Ashley Boguett.

12. “Plaintiff’s Counsel” means Brian J. Mankin, Esq. and Peter J. Carlson, Esq. of Lauby, Mankin & Lauby LLP. As set forth below, Plaintiff’s Counsel may apply to the Court for an award to be paid from the Gross Settlement Fund of attorneys’ fees and costs and expenses incurred in connection with the prosecution of this matter, and all of the work remaining to be performed by Plaintiff’s Counsel in documenting the Settlement, securing Court approval of the Settlement (including all related appellate work, if any), carrying out their duties to see that the Settlement is fairly administered and implemented, and obtaining dismissal of the action.

13. The “Released Claims” means any claim for civil penalties under the PAGA and all other related remedies available under the PAGA for all allegations, claims, debts, rights, demands, charges, complaints, actions, causes of action, guarantees, interest, costs, expenses, attorneys’ fees, damages, obligations or liabilities of any and every kind, contingent or accrued, that are, were or reasonably could have been alleged or asserted based upon the facts and/or theories alleged in the PAGA claims filed in the Lawsuit (including the First Amended Complaint to be filed as a condition of this settlement), and/or in any notice provided pursuant to PAGA by Plaintiff to the LWDA and Defendant (including, without limitation, in Plaintiff’s October 4, 2022 PAGA notice letter and her Amended PAGA Notice), arising out of, based on or related to any violation of Labor Code §§ 200, 201, 202, 203, 204, 204.1, 208, 210, 218.6, 221-223, 226, 226.3, 226.7, 246, 256, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699, and 2802 that occurred, arose or accrued at any time during the Settlement Period.

14. “Released Parties” means Defendants American Woodmark Corporation (“AWC”), RSI Home Products, Inc. (“RSI”), and RSI Home Products Manufacturing, Inc. (“RSI Manufacturing”) and each of its affiliates, parent companies, subsidiaries, and including but not limited, shareholders, officers, officials, partners, directors, members, owners, servants, employees, employers, agents, contractors, attorneys, insurers, predecessors, representatives, accountants, executors, personal representatives, successors and assigns, past, present, and future,

and each and all of their respective officers, partners, directors, members, owners, servants, agents, shareholders, employees, employers, agents, contractors, representatives, executors, personal representatives, accountants, insurers, attorneys, and any employee benefit plans of any nature and the respective trustees, administrators, sponsors, fiduciaries, successors, agents and employees of all such plans, predecessors, successors and assigns, past, present, and future, and all persons acting under, by, through, or in concert with any of them.

15. “Service Award” means the service award to be paid to Plaintiff of up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), which subject to Court approval, will be paid out of the Gross Settlement Amount.

16. “Settlement Administrator” means Phoenix Settlement Administrators, which is a qualified third-party settlement administrator retained by the Plaintiff’s Counsel to issue checks, handle all tax reporting, issue appropriate tax forms to Plaintiff, Plaintiff’s Counsel, and all Aggrieved Employees, and handle such other related tasks as the Parties may request. The Settlement Administrator’s duties of administration shall include, without limitation, receiving and updating through normal and customary procedures the list of Aggrieved Employees to be produced by Defendants, so that it is updated prior to the Notice being mailed, printing and mailing the Court approved Notice of Settlement, performing necessary additional skip traces on Notices and/or checks returned as undeliverable, calculating Aggrieved Employees’ shares of the Settlement Amount, preparing and mailing of settlement checks, responding to Aggrieved Employees’ inquiries as appropriate, preparing any appropriate tax forms in connection with the settlement payments and remitting those forms and any required payments to the appropriate governmental agencies, and generally performing all normal and customary duties associated with the administration of such settlements. All administration fees for the Claims Administrator’s services will be paid out of the Gross Settlement Fund.

BACKGROUND AND FACTUAL RECITALS

17. On October 4, 2022, Plaintiff through her attorneys, sent a letter via online submission to the LWDA and Defendants, respectively, providing notice of alleged violations of

the Labor Code, including for alleged unpaid minimum, regular, and overtime wages, meal and rest break violations, unreimbursed business expenses, wage statement violations, failure to pay all wages due and owing each pay period, and final pay violations allegedly in violation of Labor Code §§ 200, 201, 202, 203, 204, 204.1, 208, 210, 218.6, 221-223, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699, and 2802. The LWDA elected not to investigate the alleged violations. Accordingly, by operation of law (Labor Code § 2699(a) and § 2699.3(a)), Plaintiff was “deputized” to proceed with a civil lawsuit for civil penalties on behalf of herself, the LWDA, and other allegedly “aggrieved employees.”

18. On October 5, 2022, Plaintiff, through her attorneys, commenced a class action lawsuit in the Riverside County Superior Court, styled as *Ashley Boguett, individually, on a representative basis, and on behalf of all others similarly situated v. American Woodmark Corporation, a Virginia Corporation; RSI Home Products, Inc., a Delaware Corporation; and DOES 1 through 20, inclusive*, Case No. CVRI2204300 against Defendants on behalf of herself, and “all current and former nonexempt employees employed by Defendants in California” (the “Class Action”). On November 10, 2022, Defendants removed the Class Action to the Central District of California. On November 22, 2022, following discussions regarding Plaintiff’s execution of a Dispute Resolution Policy (“DRP”) requiring individual arbitration and the presentation of the DRP to Plaintiff’s counsel, Plaintiff voluntarily dismissed the Class Action.

19. On December 19, 2022, Plaintiff, through her attorneys, and after satisfying her PAGA administrative requirements with the LWDA, commenced a PAGA representative action lawsuit in the San Bernardino County Superior Court, styled as *Ashley Boguett, on behalf of the State of California as the Real Party In Interest v. American Woodmark Corporation, a Virginia Corporation; RSI Home Products, Inc., a Delaware Corporation; and DOES 1 through 20, inclusive*, filed on December 9, 2022 in San Bernardino County Superior Court, Case No. CIVSB2222761 against Defendants on behalf of herself, and all other “current and former nonexempt employees employed by Defendants in California within the last one year and 65-days prior to the filing of th[e] action” (the “PAGA Action”). The PAGA Action sought PAGA

penalties for the following alleged Labor Code violations: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest breaks; (5) failure to timely pay wages; (6) failure to timely pay final wages; and (7) failure to provide accurate itemized wage statements.

20. On November 14, 2023, the Parties participated in a full-day mediation with private mediator Kelly A. Knight. After the exchange of data and materials and extended negotiations, the Parties reached a global settlement of the Lawsuit, including potential individual claims by Plaintiff relating to her former employment with Defendants, with such settlement subject to the negotiation, preparation and execution of this Agreement and the Court's approval thereof. As part of this Settlement, and as the result of information discovered by Plaintiff during the course of preparing for mediation, the Parties have agreed to move for settlement approval in the Lawsuit based on a First Amended Complaint, in a form to be approved by Defendants. The First Amended Complaint shall assert, *inter alia*, all of the underlying claims, causes of action, and factual theories pled in the Lawsuit and discovered during the course of preparing for mediation, and/or in any notice provided pursuant to PAGA by Plaintiff to the LWDA and Defendant (including, without limitation, in Plaintiff's October 4, 2022 PAGA notice letter and Plaintiff's January 26, 2024 Amended PAGA Notice Letter, respectively), which are being settled pursuant to this Agreement, and adding RSI Manufacturing as a defendant in the Lawsuit. The Parties agreed that in the event the Court does not grant approval of the Settlement, then the First Amended Complaint will be deemed withdrawn ab initio. For purposes of the Settlement only, Defendants will waive any defenses to the timeliness of any PAGA letters sent to the LWDA and any PAGA claims alleged in the First Amended Complaint, and treat all such PAGA claims as running from the earliest possible PAGA limitations period applicable to Plaintiff.

21. Defendants at all times have denied liability or wrongdoing with respect to Plaintiff's claims and maintains this position. Nonetheless, Defendants have concluded that further litigation will be protracted and expensive, and would also divert management and employee time. Defendants have taken into account the uncertainty and risks inherent in litigation

and have, therefore, concluded that it is desirable that the claims in the Lawsuit be settled in the manner and upon the terms and conditions set forth in this Agreement.

22. The Parties expressly acknowledge that nothing in this Agreement, nor the fact of the Agreement itself, shall be construed or deemed an admission of liability, culpability, negligence or wrongdoing of any kind by Defendants, nor shall it constitute an admission on behalf of Defendants of any fact or allegations against them. Defendants at all times have denied Plaintiff's claims and maintains this position.

23. Plaintiff and Plaintiff's Counsel believe that the claims asserted in the Lawsuit have merit. Plaintiff and Plaintiff's Counsel, however, recognize and acknowledge the significant expense and length of continued proceedings necessary to prosecute the litigation of the Released Claims against Defendants through trial and through appeals. Plaintiff and Plaintiff's Counsel are also mindful of the possible defenses to the Released Claims. After careful consideration and mediation, Plaintiff and Plaintiff's Counsel have concluded that it is desirable that the Lawsuit and be settled in the manner and upon the terms and conditions set forth in this Agreement.

24. Defendants contend that there is inherent risk in proceeding with this Lawsuit on the current uncertainty of California jurisprudence with respect to the PAGA and the underlying claims. Because Defendants assert that a majority of aggrieved employees have entered into arbitration agreements with Defendants, and in light of the foregoing and other legal defenses asserted as to the merits of Plaintiff's claims, the Parties agree that the Settlement set forth herein adequately balances the risk of proceeding with the claims against any potential recovery for the Plaintiff, LWDA, and the Aggrieved Employees and, therefore, the Agreement represents a fair and just compromise of the Released Claims.

25. It is the desire of the Parties that Plaintiff shall release fully and completely for the Settlement Period, with respect to Plaintiff, the LWDA, and all Aggrieved Employees, all of the Released Claims.

26. The Parties and their respective counsel of record deem the Agreement to be fair and reasonable and have arrived at the Agreement in arms-length negotiations taking into account

all relevant factors, present or potential.

COURT APPROVAL OF THE AGREEMENT

27. The Parties and their respective counsel shall, in good faith, take all necessary steps to implement this Agreement, any steps that may be requested by the Court relating to the approval of this Agreement as quickly as possible, and shall otherwise use their respective best efforts to obtain Court approval of this Agreement and implement this Agreement. The procedure for obtaining Court approval of this Agreement and implementing this Agreement shall be as set forth below.

28. Following Defendants' review as set forth in Paragraph 31 of this Agreement, Plaintiff shall submit a motion to the Court for approval of this Agreement pursuant to Labor Code § 2699(1). Plaintiff will request entry of an order that accomplishes the following:

- a. Approves the Agreement; and
- b. Enters judgment in accordance with the terms of this Agreement, including without limitation the permanent injunction provisions, and with the Court shall retain continuing jurisdiction over the Parties, the LWDA, and the Aggrieved Employees to enforce the Agreement.

29. Neither Defendants, nor their counsel, shall oppose Plaintiff's Motion as set forth in Paragraph 27, including Plaintiff's Counsel's Request for Attorneys' Fees and Costs, if made in accordance with this Agreement.

30. Plaintiff's Counsel shall be responsible for ensuring that all required submittals and notifications to the LWDA under PAGA regarding this Settlement is made by Plaintiff, and that at least the following documents are filed with the Court in anticipation of the approval hearing:

- a. A duly-noticed motion, accompanying memorandum of points and authorities prepared by Plaintiff's Counsel (and approved by Defendants' counsel), Plaintiff's proposed amended complaint, and such other pleadings, evidence, or other documents as may be necessary for the Court to approve the Agreement.
- b. A [Proposed] Order and Judgment for the Court's signature consistent with the

terms of this Agreement.

31. Plaintiff's Counsel will prepare Plaintiff's motion for approval of the settlement, and not later than five court days prior to the submission thereof to the Court, they will submit near-final drafts thereof (including the proposed amended complaint, all supporting papers and proposed order and judgment) to counsel for Defendants for their review and comment.

SETTLEMENT CALCULATIONS AND PAYMENTS

32. All amounts paid as part of this Settlement, aside from Plaintiff's Release Payment described herein, shall be paid out of the Gross Settlement Fund. These amounts shall be, subject to adjustment as set forth in this Agreement, as follows:

- a. Up to one-third of the Gross Settlement Fund (which is \$281,666.67, unless the GSF increases under Paragraph 36) for attorneys' fees to be paid to Plaintiff's Counsel (or such other amount as the Court approves);
- b. Up to \$20,000 as reimbursement for litigation costs incurred to be paid to Plaintiff's Counsel (or such other amount as the Court approves);
- c. Up to \$7,500 for Plaintiff's service award;
- d. Up to \$9,500 for costs of settlement administration to be paid to the Settlement Administrator (or such other amount as the Court approves);
- e. The Net Settlement Amount (\$845,000.00 less approved attorneys' fees, litigation costs, Plaintiff's service award and settlement administration costs), of which 75% shall be paid to the LWDA and 25% shall be paid to the Aggrieved Employees.
- f. The Parties agree that the Settlement shall not be contingent upon the Court awarding Plaintiffs' Counsel any particular amount for attorneys' fees or costs, or awarding Plaintiff any particular amount for a Service Award.

33. Defendants shall have no obligation to make any payment whatsoever beyond what is set forth in Paragraphs 6 and 32 (i.e., the Release Payment and Gross Settlement Fund). Defendants shall pay the Gross Settlement Fund Amount into a Qualified Settlement Fund ("QSF") established by the Settlement Administrator within 10 business days after occurrence of the later

of the following: (1) the Effective Date, or (3) the establishment of the QSF and Defendants being provided wiring instructions for the same. At the same time, Defendant shall directly pay the Release Payment to Plaintiff's counsel.

34. In the event that a lesser sum is awarded for the attorneys' fees and costs referenced above in Paragraph 32 (a)-(b), the approval by the Court of any such lesser sum(s) shall not be grounds for Plaintiff's Counsel and/or Plaintiff to terminate the Settlement, but such an order shall be appealable by them. In the event that such an appeal is filed, administration of the Settlement shall be stayed pending resolution of the appeal. Thereafter, if after the exhaustion of such appellate review, any additional amounts remain which are distributable to the Aggrieved Employees, the cost of administration of such additional payments will be paid out of such additional amounts, and will not be chargeable to or payable by Defendants. Any amount not awarded in fees and/or costs, but which is not challenged via appeal by Plaintiff and/or Plaintiff's Counsel, shall be added to the Net Settlement Amount and distributed to the LWDA and the Aggrieved Employees in accordance with the terms of this Agreement.

35. Each of the Aggrieved Employees shall be allocated a portion of the 25% share of Net Settlement Amount on a pro-rata basis (the "Aggrieved Employees PAGA Payment"). Each Aggrieved Employee's Individual PAGA Payment shall be calculated, by multiplying the Aggrieved Employees PAGA Payment by a fraction, the numerator of which is the total number of pay periods in which an Aggrieved Employee received wages for hours worked during the Settlement Period, and the denominator of which is the total aggregate number of pay periods in which all Aggrieved Employees received wages for hours worked during the Settlement Period.

36. For purposes of mediation and reaching resolution, the Aggrieved Employees were estimated to have received wages for hours worked in a total of 42,542 pay periods during the Settlement Period. Should the number of pay periods for Aggrieved Employees in the Settlement Period increase by more than 10% over 42,542 pay periods (i.e., by more than 4,254 additional pay periods), the GSF will increase proportionally for the number of pay periods over 110% of 42,542. For example, if the total pay periods in the Settlement Period are 115% of 42,542 pay

periods, the GSF shall increase by five percent (5%).

37. The Parties are mindful that the total consideration payable hereunder is comprised of a number of separate and distinct claims by Plaintiff, the Aggrieved Employees, and the LWDA. Accordingly, having considered the matter in detail, having performed their own separate and independent computations and estimation of the amounts potentially awardable to Plaintiff, the Aggrieved Employees, and the LWDA at trial, and having done the foregoing with complete and satisfactory access to, and advice from, accounting and legal advisors, the Parties mutually consent and agree that the Gross Settlement Fund be apportioned among the various claims in this action as set forth above, as it is a reasonable and arm's length determination of the character of the distribution for all purposes.

38. Within 10 business days after the Effective Date, Defendant will provide to the Settlement Administrator an Excel spreadsheet including the following information for each Aggrieved Employee. Defendants shall provide for each Aggrieved Employee, his/her: (1) name; (2) last known address, (3) phone number, (4) hire date of record with Defendant, (5) termination date of record with Defendant, (6) Social Security Number, and (7) the number of pay periods in which the employee received wages for hours worked from Defendants during the Settlement Period. This data shall be collectively referred to as the "Database." The Database will be designated as Highly Confidential, Attorneys' Eyes Only, pursuant to a Court-approved Stipulated Protective Order, and provided by Defendants after the Settlement Administrator signs and returns to Defendants' Counsel the Acknowledgment and Agreement to be Bound attached as Exhibit A to such Protective Order. The Database shall not be provided to Plaintiff or Plaintiff's counsel, and shall be used only by the Settlement Administrator, and only for purposes of administering the Settlement as provided for in this Agreement, and the Settlement Administrator shall not disclose the contents thereof except as expressly permitted under this Agreement. By taking on the administration of the Settlement, the Settlement Administrator agrees that it and its employees, agents and representatives are bound by such protective order.

39. Within 10 calendar days following its receipt of the Database and Defendant's

funding of the Gross Settlement Fund, the Settlement Administrator shall disburse the Gross Settlement Fund by (a) sending to the Aggrieved Employees, by U.S. Mail, a check representing their Aggrieved Employee Individual PAGA Payment, based on the formula set forth above in Paragraph 35, along with a copy of the Notice of Settlement Payment (a copy of which is attached hereto as **Exhibit A**); (b) issuing payment to Plaintiff's Counsel for Plaintiff's attorneys' fees as approved by the Court up to one-third of the GSF and up to \$20,000 for Plaintiff's litigation costs as approved by the Court; (c) issuing the Court approved Service Award to Plaintiff; (d) issuing payment to the LWDA for 75% of the Net Settlement Amount; and (e) issuing payment to the Settlement Administrator for its costs as approved by the Court.

40. In the event that any checks mailed to Aggrieved Employees remain uncashed after the expiration of 180 days, or an envelope mailed to an Aggrieved Employee is returned and no forwarding address can be located for the Aggrieved Employee after reasonable efforts have been made, then any such funds shall be transmitted by the Claims Administrator pursuant to governing California law to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

41. All costs for administration of the settlement, whether foreseen or unforeseen, including, but not limited to, issuing and mailing settlement checks, printing and mailing of a notice to Aggrieved Employees, responding to inquiries from Aggrieved Employees, reasonable efforts to locate Aggrieved Employees, and preparing any required tax returns and tax reports, will be paid from the Gross Settlement Fund. The Settlement Administrator shall submit one invoice/proposal to Plaintiff's Counsel and Defendants' counsel and, if within the amount approved by the Court, such invoice shall be deemed approved and paid out of the Gross Settlement Fund.

42. Defendants shall cooperate with and assist the approved Settlement Administrator as may be reasonably necessary in conjunction with the Settlement Administrator's calculations, issuance, distribution, and reporting of settlement award checks and related taxes. The Settlement Administrator and Defendants will cooperate and coordinate with each other with respect to the

calculation, reporting and payment of the settlement, in accordance with all applicable laws and requirements of government taxing authorities.

43. Any unused portion of the amount allocated in Paragraph 41 to settlement administration costs shall be reallocated to the Net Settlement Amount.

ALLOCATION AND TAX TREATMENT

44. The portion of the Net Settlement Amount distributed to each of the Aggrieved Employees will be considered penalties and interest and will be reported by the Settlement Administrator as such to each of the Aggrieved Employees on an IRS Form 1099 or as otherwise required by applicable law.

45. The Parties represent that they have not received, and shall not rely on, advice or representations from the other party or their agents regarding the tax treatment of payments pursuant to this Settlement Agreement under federal, state, or local law. The Settlement Administrator must coordinate the calculation and remittance of all payroll taxes, if any, with Defendant to ensure compliance with the requirements of all taxing authorities related to payments made by qualified settlement funds.

46. No amount of any of payments made to Aggrieved Employees under this Settlement Agreement will constitute wages with regard to any employment-related benefit or incentive compensation plan or program previously, now or hereafter offered by or on behalf of Defendants to any of the Aggrieved Employees.

47. To the extent not already on file, Plaintiff's Counsel will provide the Settlement Administrator with a completed IRS Form W-9 and a completed California Form 590 (using the most recent versions of the Form W-9 and the Form 590) and will be issued an IRS Form 1099 by the Settlement Administrator for their attorneys' fees and costs. Plaintiff will provide an IRS Form W-9 to the Settlement Administrator if necessary.

RELEASE OF CLAIMS

48. Effective upon payment of the Gross Settlement Fund Amount into the QSF established by the Settlement Administrator in accordance with its wire transfer instructions

provided to Defendants, Plaintiff, the LWDA, and all Aggrieved Employees shall, for the entire Settlement Period, be deemed to have fully released and discharged the Released Parties from any and all Released Claims. Beyond the Gross Settlement Fund, aside from the Release Payment, and as set forth in this Settlement Agreement, Defendants shall not owe any further monies to Plaintiff, the LWDA, or the Aggrieved Employees based upon the Released Claims. The release and discharge of the Released Claims is not contingent upon any Aggrieved Employees receiving or negotiating their settlement checks. Aggrieved Employees may not opt-out of the Released Claims.

49. Effective upon Defendants' payment of the Release Payment to Plaintiff, Plaintiff shall be deemed to have fully released and discharged the Released Parties from any and all Released Claims. Beyond the Gross Settlement Fund, and aside from the Release Payment for Plaintiff's separate waiver of other known and unknown claims that are not Released Claims, Defendants shall not owe any further monies to Plaintiff based upon the Released Claims.

50. As part of the Court's approval of this Settlement, Plaintiff, Aggrieved Employees and the LWDA shall be enjoined from filing, initiating or continuing to prosecute any actions, claims, complaints, or proceedings in court, arbitration, with the California Division of Labor Standards Enforcement ("DLSE"), with the LWDA, or with any other entity, with respect to the Released Claims. This settlement is conditioned upon the release by Aggrieved Employees, Plaintiff and the LWDA as described in Paragraphs 48 and 49, above, and upon covenants by Plaintiff, Aggrieved Employees and the LWDA that they will not and cannot participate, unless required by law, in any actions, lawsuits, proceedings, complaints or charges brought individually, by the DLSE, the LWDA, or by any other agency, persons or entity in any court, arbitration or before any administrative body with respect to the claims released as described in Paragraphs 48 and 49, above, nor will such Aggrieved Employees, Plaintiff or the LWDA contest or interfere with efforts by Defendants or by any other Released Parties to oppose any attempt to bring such released claims against any of them. Additionally, it is agreed herein that neither injunctive, declaratory or other equitable relief will be ordered by the Court against Defendants in approval

of this Settlement, which will otherwise be grounds for Defendants rescinding and terminating this Settlement Agreement.

51. It is expressly agreed that, as part of the Court's approval of this Agreement, it will be confirmed that there has not been any tolling of the applicable statute of limitation periods as to any claims that are not Released Claims.

52. It is agreed that this Settlement does not constitute or effectuate any waiver or limitation of the applicability of any arbitration agreement, or any argument against the enforcement of any arbitration agreement, entered into between Defendants and their current and former employees, including Plaintiff and the Aggrieved Employees and Defendants.

VOIDING THE AGREEMENT

53. In the event: (i) the Court does not enter an order approving this Agreement as provided herein; (ii) the Court does not enter judgment as provided herein; (iii) the Effective Date does not occur; or (iv) the settlement set forth in this Agreement does not become final for any other reason, this Agreement shall be null and void *ab initio* and any order, dismissal, judgment or pleading filed with or entered by the Court in furtherance of the Settlement set forth herein (including without limitation the First Amended Complaint) shall be treated as withdrawn or vacated by stipulation of the Parties. In such case, the Parties shall be returned to their respective statuses as of the date immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed. In the event an appeal is filed from any aspect of the Court's order regarding approval of this Agreement prior to the Effective Date, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review.

MUTUAL FULL COOPERATION

54. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to execution of such documents and to take such other actions as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement

Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Plaintiff's Counsel shall, with the assistance and cooperation of Defendants and their counsel, take all necessary steps to secure the Court's approval of this Settlement Agreement.

MISCELLANEOUS PROVISIONS

55. Confidentiality: As set forth in this paragraph, Plaintiff and Plaintiff's Counsel will maintain this settlement as confidential and not publicly disclose the same. Except as otherwise agreed in writing between the Parties, both before and following the execution of this Settlement Agreement by the Parties and their counsel, there will be no direct or indirect comment or publication by Plaintiff and Plaintiff's Counsel of the settlement in terms of affirmative or responsive media statements/comments, press releases or conferences, website postings or content, social media postings or content, other Internet postings or content, subscribed email messages, newsletters, disseminated updates, mass mailings, or any other comment or publication to the press, media or public at large. This shall not apply to or limit the public filing of motions or other case materials by Plaintiff's Counsel in the Lawsuit related to seeking and obtaining Court approval of the proposed settlement and the related awards of attorneys' fees and costs and the other relief set forth in this Settlement Agreement, or merely using the Case Name and Case Number for the purposes of establishing adequacy in other court proceedings, or to communications between Plaintiff's Counsel and Plaintiff or Aggrieved Employees in the Lawsuit, except that prior to the filing of the motion for approval of the Settlement in the PAGA Action, Plaintiff's Counsel shall not discuss the settlement with Aggrieved Employees other than the named Plaintiff. The Parties understand and agree that there may be media coverage of the settlement of the Lawsuit not initiated by Plaintiff or Plaintiff's Counsel, directly or indirectly. If contacted, Plaintiff's Counsel may otherwise state only that the Lawsuit has been settled on terms mutually agreeable to the parties. It is also agreed and understood that the Parties may disclose the settlement to their legal, tax, or accounting advisors, insurance companies, the LWDA, or as

required by law, regulatory rules or regulatory requirements. The Parties agree that the Settlement Administrator will use U.S. Mail to provide notice and information about the settlement to the Aggrieved Employees. No information about the Action or the settlement may be posted on any of Plaintiff's counsel's websites except as expressly set forth herein or in the final stipulation of settlement without Defendants' prior written consent.

56. Each Party to Bear Own Costs. Except as specifically provided herein, the Parties hereto will bear responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of or related to this Lawsuit, and will not seek reimbursement thereof from any Party to this Agreement. However, if an action is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to his/its reasonable attorneys' fees and costs.

57. Severability. If any of the above provisions are found null, void, or inoperative, for any reason, the remaining provisions will remain in full force and effect. Notwithstanding, the invalidation in whole or in part of any material term of this Agreement, including but not limited to all the terms and provisions specified in the releases of claims, will invalidate this Agreement in its entirety unless the Parties subsequently agree in writing that the remaining provisions will remain in force and effect.

58. Headings. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute any part of this Agreement.

59. No Admission of Liability by the Defendant. Defendants, on behalf of themselves and each and all of its respective, parents, subsidiaries and affiliates, and their respective employees and agents, denies any liability or wrongdoing of any kind associated with the claims being released herein. Defendants contend, among other things, that they have complied at all times with all applicable laws regarding the payment of wages, meal and rest breaks, wage statement requirements, pay timing and final pay requirements, overtime pay, maintaining true and accurate records, and reimbursement of business expenses, and asserts that the Aggrieved

Employees were properly treated at all times in compliance with applicable laws. Neither this Settlement Agreement nor any exhibit thereto, nor any other document pertaining to the settlement contemplated herein, may be offered in any other case or proceeding as evidence of any admission by Defendants of any liability on any claims for damages or other relief. Any stipulation or admission by Defendants contained herein is made for settlement purposes only.

60. Agreement Jointly Prepared. The Parties and their attorneys have reviewed this Agreement. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, the Parties expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement, and agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

61. Non-Evidentiary Use. Neither the fact of this Agreement, the existence of this Agreement, the terms of this Agreement, nor any order or action pursuant thereto may be referred to, relied upon, cited, or used as evidence by any of the Parties, Aggrieved Employees, or their respective counsel in the Lawsuits or in any other action or proceeding; provided, however, that nothing contained in this section shall prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement.

62. Amendment or Modification. Unless otherwise provided herein, this Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

63. Authorization to Enter Into Agreement. Each individual signing this Agreement warrants that he or she has the authority and is expressly authorized to enter into this Agreement on behalf of the party for which that individual signs.

64. Advice of Counsel. The Parties to this Agreement are represented by competent counsel, and they have had an opportunity to consult with counsel. The Parties to this Agreement agree that it reflects their good faith compromise of the claims raised in this action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their

respective counsel.

65. Assignment. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiff's Counsel, or Defendants' Counsel without the express written consent of each Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, the LWDA, and the Aggrieved Employees, and shall not be construed to confer any right or to avail any remedy to any other person.

66. Governing Law. This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

67. Entire Agreement. This Agreement and any supplemental written agreement subsequently incorporated constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein. With the exception of any arbitration agreements entered into between Defendant and any of the Aggrieved Employees, and the Parties' Memorandum of Understanding, which remain in force and are not superseded hereby, this Agreement, once it is fully executed, supersedes any and all prior agreements between the Parties.

68. Counterparts. This Agreement, and any amendments hereto, may be executed in any number of counterparts (and by DocuSign or electronically-transmitted signatures, which shall be deemed to be originals) and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

69. Cooperation. The Parties shall cooperate fully with one another and to use their

best efforts to consummate the Agreement and cause the Court to enter an order and judgment as described herein. No Party to this Agreement shall seek to evade his, her or its good faith obligations to seek approval and implementation of the Agreement by virtue of any ruling, order, or other development, whether in the Lawsuits, in any other litigation or otherwise that hereafter might occur and might be deemed to alter the relative strengths of the Parties with respect to any claims or defenses of their relative bargaining power with respect to negotiating.

* * *

EACH OF THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS CONSEQUENCES.

IT IS SO STIPULATED AND AGREED:

DATED: Mar 1, 2024

Ashley A Boguett
Ashley A Boguett (Mar 1, 2024 15:47 PST)

Ashley Boguett

DATED:

AMERICAN WOODMARK CORPORATION, RSI HOME PRODUCTS, INC., AND RSI HOME PRODUCTS MANUFACTURING, INC.

By: _____

Its: _____

APPROVED AS TO FORM: McGUIREWOODS LLP

DATED:

By: _____

Sabrina A. Beldner
Attorneys for Defendants
American Woodmark Corporation, RSI Home Products, Inc., and RSI Home Products Manufacturing, Inc.

best efforts to consummate the Agreement and cause the Court to enter an order and judgment as described herein. No Party to this Agreement shall seek to evade his, her or its good faith obligations to seek approval and implementation of the Agreement by virtue of any ruling, order, or other development, whether in the Lawsuits, in any other litigation or otherwise that hereafter might occur and might be deemed to alter the relative strengths of the Parties with respect to any claims or defenses of their relative bargaining power with respect to negotiating.

* * *

EACH OF THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS CONSEQUENCES.

IT IS SO STIPULATED AND AGREED:

DATED:

Ashley Boguett

DATED:

AMERICAN WOODMARK CORPORATION, RSI HOME PRODUCTS, INC., AND RSI HOME PRODUCTS MANUFACTURING, INC.

By:

Kim Coldiron
Kim Coldiron

Its:

SVP, CHRO

APPROVED AS TO FORM: MCGUIRE WOODS LLP

DATED: March 5, 2024

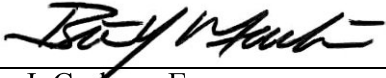
By:

Sabrina A. Beldner

Sabrina A. Beldner
Attorneys for Defendants
American Woodmark Corporation, RSI Home Products, Inc., and RSI Home Products Manufacturing, Inc.

DATED: 3/5/2024

Lauby, Mankin & Lauby LLP

By: 

Peter J. Carlson, Esq.
Brian J. Mankin, Esq.
Attorneys for Plaintiff
Ashley Boguett

EXHIBIT A

NOTICE OF SETTLEMENT PAYMENT

Ashley Boguett v. American Woodmark Corporation, et al.
(San Bernardino County Superior Court Case No. CIVSB2222761)

[Address Line 1]
[Address Line 2]
[Address Line 3]

[Dear Mr./Ms. _____]:

You are receiving this letter and the accompanying check made payable to you pursuant to a court-approved settlement in the matter of *Boguett v. American Woodmark Corporation, et al.* The check is in the amount of \$ [REDACTED] and is for your share of the “Net Settlement Amount” under the approved settlement agreement in the above-referenced lawsuit. This check is valid for 180 days from the date of issuance, and for tax purposes, an IRS Form 1099 will be issued to you for this payment.

Please read this letter carefully. It explains the matter and how the settlement affects you.

A. Why Am I Receiving This Notice And This Check?

On December 19, 2022, Ashley Boguett (“Plaintiff”) filed an action against American Woodmark Corporation (“AWC”) and RSI Home Products, Inc. (“RSI”), to solely allege a violation of the California Labor Code Private Attorney General Act (“PAGA”) based on alleged violations of Labor Code §§ 200, 201, 202, 203, 204, 204.1, 208, 210, 218.6, 221-223, 226, 226.3, 226.7, 246, 256, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699, and 2802 (the “PAGA Action”). The PAGA Action is pending in San Bernardino County Superior Court, Case No. CIVSB2222761 (hereinafter the, “Lawsuit”).

On _____, the Court approved the filing of a First Amended Complaint in the PAGA Action to add certain allegations and to add Defendant RSI Home Products Manufacturing, Inc. (“RSI Manufacturing”) (AWC, RSI and RSI Manufacturing are hereafter collectively referred to as “Defendants”) to the PAGA Action.

Plaintiff and Defendants have reached a settlement, and you are eligible to receive a payment from this settlement because one or more wage statements were issued to you by Defendants that included wages for work performed during the Settlement Period (as defined below).

Plaintiff alleges that Defendants violated the California Labor Code by failing to provide compliant meal periods; failing to provide compliant rest periods; failing to pay (or properly pay) minimum and/or regular wages; failing to pay (or properly pay) overtime; failing to maintain true and accurate records; failing to provide accurate itemized wage statements; failing to reimburse employees for required business expenses; failing to provide meal and rest breaks and/or failing to pay (or properly pay) meal and/or rest period premiums; failing to properly pay for sick leave; and failing to timely pay wages during employment and upon termination. By statute, the amounts recovered under PAGA must be paid 75% to the state and 25% to the impacted employees.

The individuals impacted by this settlement include all individuals who were employed by and worked in an hourly-paid, non-exempt role for Defendants at any time from October 5, 2021 through February 12, 2024 (the “Aggrieved Employees”). According to Defendants’ records, you fall within this definition, and you are therefore receiving this notice and the enclosed check.

Defendants deny Plaintiff's allegations. Specifically, Defendants maintain that they have complied with all applicable laws in connection with respect to the payment of any type of wages (including, without limitation, minimum wages, overtime wages, meal and rest break premium payments and sick leave), the provision of meal and rest breaks, wage statement requirements, pay timing and final pay requirements, reimbursement of business expenses, and the maintaining of true and accurate records, and Defendants assert that the Aggrieved Employees were properly treated at all times in compliance with applicable laws. Defendants therefore dispute that any amounts are owed. **The settlement – and the amount you are receiving – represents a compromise resolution of disputed claims.**

B. How Has The Court Ruled?

The Court has not ruled on the merits of the claims, Defendants' defenses, or any of the contentions of the parties with respect to the PAGA claim being settled. No inferences regarding the merits of the Lawsuit should be drawn from the fact there is a settlement.

Instead, the parties agreed to a settlement, which entails a compromise by both sides. That way, each side avoids the costs, risks and uncertainty of a trial.

C. What Rights Am I Giving Up?

By operation of the court-approved settlement, the Aggrieved Employees are deemed to have fully released and discharged the "Released Parties" from any and all "Released Claims" during the "Settlement Period," which means the inclusive time period from October 5, 2021 through February 12, 2024.

"Released Parties" means Defendants and each of their affiliates, parent companies, subsidiaries, shareholders, officers, officials, partners, directors, members, owners, servants, employees, employers, agents, contractors, attorneys, insurers, predecessors, representatives, accountants, executors, personal representatives, successors and assigns, past, present, and future, and each and all of their respective officers, partners, directors, members, owners, servants, agents, shareholders, employees, employers, agents, contractors, representatives, executors, personal representatives, accountants, insurers, attorneys, and any employee benefit plans of any nature and the respective trustees, administrators, sponsors, fiduciaries, successors, agents and employees of all such plans, predecessors, successors and assigns, past, present, and future, and all persons acting under, by, through, or in concert with any of them.

"Released Claims" means any claim for civil penalties under PAGA and all other related remedies available under PAGA for all allegations, claims, debts, rights, demands, charges, complaints, actions, causes of action, guarantees, interest, costs, expenses, attorneys' fees, damages, obligations or liabilities of any and every kind, contingent or accrued, that are, were or reasonably could have been alleged or asserted based upon the facts and/or theories alleged in the pleadings filed in the Lawsuit and/or in any notice provided pursuant to PAGA by Plaintiff to the LWDA and Defendants, arising out of, based on or related to any violation of Labor Code Sections 200, 201, 202, 203, 204, 204.1, 208, 210, 218.6, 221-223, 226, 226.3, 226.7, 246, 256, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699, and 2802 that occurred, arose or accrued at any time during the Settlement Period.

Note: Any valid and enforceable arbitration agreement entered into between you and Defendants remains in full force and effect and is not waived or limited as a result of this settlement.

If you have any questions, you can contact the Settlement Administrator (whose contact information is at the top of this letter).

EXHIBIT “D”

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = Boguett v. American Woodmark
(Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
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Ashley Boguett
Boguett v. American Woodmark

10-04-2022	Approved		Billable	E112 Court fees	Chiarito, Tracie	75.00	0.00	1.00	75.00
Fees to LWDA to submit PAGA letter									
10-04-2022	Approved		Billable	E101 Copying	Chiarito, Tracie	0.20	0.00	48.00	9.60
48 copies @ .20 each - Letters to company and LWDA									
10-04-2022	Approved		Billable	E108 Postage	Chiarito, Tracie	18.70	0.00	1.00	18.70
Postage for October 2022									
10-10-2022	Approved		Billable	Attorney Service	Chiarito, Tracie	1,509.56	0.00	1.00	1,509.56
Onelegal Order # 19047374 - file complaint									
10-14-2022	Approved		Billable	Attorney Service	Chiarito, Tracie	16.78	0.00	1.00	16.78
Onelegal Order #19113025 - file (2) POS									
10-14-2022	Approved		Billable	Attorney Service	Chiarito, Tracie	160.45	0.00	1.00	160.45
Bosco Inv #7780814 Serve: American Woodmark Corporation, a Virginia Corporation Summons; Complaint; Civil Case Cover Sheet; Certificate of Counsel; Notice of Department Assignment; ADR Court: Riverside County Superior Court - Central District Completed on: 10/11/2022									
10-14-2022	Approved		Billable	Attorney Service	Chiarito, Tracie	60.50	0.00	1.00	60.50
Bosco Inv #7780822 Serve: RSI Home Products, Inc., a Delaware Corporation Summons; Complaint; Civil Case Cover Sheet; Certificate of Counsel; Notice of Department Assignment; ADR Court: Riverside County Superior Court - Central District Completed on: 10/11/2022									
12-09-2022	Approved		Billable	Attorney Service	Chiarito, Tracie	454.83	0.00	1.00	454.83
Turbo Court - file PAGA complaint									
12-31-2022	Approved		Billable	Attorney Service	Chiarito, Tracie	25.45	0.00	1.00	25.45
LoopUp Inv #369905 for 12/2/22 and 12/9/22 conference calls									
01-10-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	9.95	0.00	1.00	9.95
TurboCourt - file (2) Notice and Acknowledgement of Receipt									

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = Boguett v. American Woodmark
(Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Ashley Boguett</u> <u>Boguett v. American Woodmark</u>									
01-12-2023	Approved		Billable	E112 Court fees	Chiarito, Tracie	1,000.00	0.00	1.00	1,000.00
San Bernardino Superior Court complex fees									
02-27-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
Courtcall ID #11665300 for 2/28/23 CMC									
05-04-2023	Approved		Billable	E125 Mediation fees	Chiarito, Tracie	8,375.00	0.00	1.00	8,375.00
Judicate West Invoice for 11/14/23 mediation with Kelly Knight, Esq.									
07-19-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	31.06	0.00	1.00	31.06
TurboCourt Order #8137659 - file Stip and Order to Cont CMC									
11-14-2023	Approved		Billable	E119 Experts	Chiarito, Tracie	3,780.00	0.00	1.00	3,780.00
Berger Consulting Group Inv #9966									
12-07-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	61.95	0.00	1.00	61.95
Bosco Inv #10035888 File and conform in Dept. S17. -Notice of Settlement and Proposed Order *advance \$20.00 fee* Court: San Bernardino County Superior Court - Central District Completed on: 12/06/2023									
03-12-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	99.45	0.00	1.00	99.45
Bosco Inv #10585719 File and conform in Dept. S17 Stipulation and Order **Deliver Courtesy Copy of Joint Statement as well** *Advance Fees* Court: San Bernardino County Superior Court - Central District Completed on: 03/12/2024									
03-14-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
Courtcall ID #11806795 for 3/15/24 CMC									
03-26-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	59.95	0.00	1.00	59.95

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = Boguett v. American Woodmark
(Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Ashley Boguett</u>									
<u>Boguett v. American Woodmark</u>									
Bosco Inv #10656205									
File and Conform:									
First Amended Complaint									
Court: San Bernardino County Superior Court - Central District									
Completed on: 03/22/2024									
04-05-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	15.39	0.00	1.00	15.39
OnLegal Order #22416984 - submit Joint Statement									
04-23-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	100.00	0.00	1.00	100.00
Estimated fee to file Slip and Order to Set Approval Hearing via Bosco									
05-09-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	350.00	0.00	1.00	350.00
Estimated fee to file Motion for Approval of Settlement and supporting documents									
06-03-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	144.00	0.00	1.00	144.00
Estimated cost for Courtcall for Approval Hearing									

Project Total 16,501.62
Client Total 16,501.62
Grand Total 16,501.62

EXHIBIT “E”

EXHIBIT “F”



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

December 14, 2023

CASE ASSUMPTIONS

Class Members	1,500
Opt Out Rate	N/A
Opt Outs Received	
Total Class Claimants	1,500
Subtotal Admin Only	\$9,713.83

Flat Fee Total \$9,500.00

For 1,500 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

Spanish Translation, Printing & Mailing Included

Case: Boquett v. American Workmark, PAGA Administration

Phoenix Contact: Michael E. Moore

Contact Number: 949.331.0131

Email: mike@phoenixclassaction.com

Requesting Attorney: Brian J. Mankin

Firm: Lauby, Mankin & Lauby

Contact Number: (951) 320-1444

Email: brian@lmfirm.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on **1,500** Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 day

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item	Estimate
Programming Manager	\$100.00	2		\$200.00
Programming Database & Setup	\$100.00	1		\$100.00
Toll Free Setup*	\$100.00	1		\$100.00
Call Center & Long Distance	\$2.50	192		\$480.00
NCOA (USPS)	\$250.00	1		\$250.00
		Total		\$1,130.00

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage / Spanish Translation

Project Action	Rate	Hours/Units	Line Item	Estimate
Notice Packet Formatting	\$100.00	1		\$100.00
Spanish Translation	\$150.00	1		\$150.00
Data Merge & Duplication Scrub	\$0.09	1,500		\$135.00
Notice and Check Packet	\$1.00	1,500		\$1,500.00
Estimated Postage (up to 1 oz.)*	\$0.64	1,500		\$960.00
		Total		\$2,845.00

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Associate	\$55.00	3		\$165.00
Skip Tracing Undeliverables	\$0.75	375		\$281.25
Remail Notice Packets	\$1.00	372		\$372.00
Estimated Postage	\$0.64	372		\$238.08
Programming Undeliverables	\$50.00	1		\$50.00
			Total	\$1,106.33

Database Programming

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Claims Database	\$150.00	1		\$150.00
Case Associate	\$55.00	5		\$275.00
Case Manager	\$85.00	3		\$255.00
			Total	\$680.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Calculations	\$135.00	1		\$135.00
Disbursement Review	\$135.00	1		\$135.00
Programming Manager	\$95.00	3		\$285.00
QSF Bank Account & EIN	\$135.00	1		\$135.00
Check Run Setup & Printing	\$135.00	4		\$540.00
			Total	\$1,230.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Supervisor	\$115.00	3		\$345.00
Remail Undeliverable Checks (Postage Included)	\$1.50	285		\$427.50
Case Associate	\$55.00	3		\$165.00
Reconcile Uncashed Checks	\$85.00	4		\$340.00
Conclusion Reports	\$115.00	2		\$230.00
Case Manager Conclusion	\$85.00	2		\$170.00
Final Reporting & Declarations	\$115.00	3		\$345.00
QSF Annual Tax Reporting * (1 State Tax Reporting & Escheating to the State of CA Included)	\$700.00	1		\$700.00
Check to Cy-Pres	\$150.00	1		Included
Total				\$2,722.50

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$9,713.83



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT “G”

NOTICE OF SETTLEMENT PAYMENT

Ashley Boguett v. American Woodmark Corporation, et al.
(San Bernardino County Superior Court Case No. CIVSB2222761)

[Address Line 1]
[Address Line 2]
[Address Line 3]

[Dear Mr./Ms. _____]:

You are receiving this letter and the accompanying check made payable to you pursuant to a court-approved settlement in the matter of *Boguett v. American Woodmark Corporation, et al.* The check is in the amount of \$ [REDACTED] and is for your share of the “Net Settlement Amount” under the approved settlement agreement in the above-referenced lawsuit. This check is valid for 180 days from the date of issuance, and for tax purposes, an IRS Form 1099 will be issued to you for this payment.

Please read this letter carefully. It explains the matter and how the settlement affects you.

A. Why Am I Receiving This Notice And This Check?

On December 19, 2022, Ashley Boguett (“Plaintiff”) filed an action against American Woodmark Corporation (“AWC”) and RSI Home Products, Inc. (“RSI”), to solely allege a violation of the California Labor Code Private Attorney General Act (“PAGA”) based on alleged violations of Labor Code §§ 200, 201, 202, 203, 204, 204.1, 208, 210, 218.6, 221-223, 226, 226.3, 226.7, 246, 256, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699, and 2802 (the “PAGA Action”). The PAGA Action is pending in San Bernardino County Superior Court, Case No. CIVSB2222761 (hereinafter the, “Lawsuit”).

On _____, the Court approved the filing of a First Amended Complaint in the PAGA Action to add certain allegations and to add Defendant RSI Home Products Manufacturing, Inc. (“RSI Manufacturing”) (AWC, RSI and RSI Manufacturing are hereafter collectively referred to as “Defendants”) to the PAGA Action.

Plaintiff and Defendants have reached a settlement, and you are eligible to receive a payment from this settlement because one or more wage statements were issued to you by Defendants that included wages for work performed during the Settlement Period (as defined below).

Plaintiff alleges that Defendants violated the California Labor Code by failing to provide compliant meal periods; failing to provide compliant rest periods; failing to pay (or properly pay) minimum and/or regular wages; failing to pay (or properly pay) overtime; failing to maintain true and accurate records; failing to provide accurate itemized wage statements; failing to reimburse employees for required business expenses; failing to provide meal and rest breaks and/or failing to pay (or properly pay) meal and/or rest period premiums; failing to properly pay for sick leave; and failing to timely pay wages during employment and upon termination. By statute, the amounts recovered under PAGA must be paid 75% to the state and 25% to the impacted employees.

The individuals impacted by this settlement include all individuals who were employed by and worked in an hourly-paid, non-exempt role for Defendants at any time from October 5, 2021 through February 12, 2024 (the “Aggrieved Employees”). According to Defendants’ records, you fall within this definition, and you are therefore receiving this notice and the enclosed check.

Defendants deny Plaintiff's allegations. Specifically, Defendants maintain that they have complied with all applicable laws in connection with respect to the payment of any type of wages (including, without limitation, minimum wages, overtime wages, meal and rest break premium payments and sick leave), the provision of meal and rest breaks, wage statement requirements, pay timing and final pay requirements, reimbursement of business expenses, and the maintaining of true and accurate records, and Defendants assert that the Aggrieved Employees were properly treated at all times in compliance with applicable laws. Defendants therefore dispute that any amounts are owed. **The settlement – and the amount you are receiving – represents a compromise resolution of disputed claims.**

B. How Has The Court Ruled?

The Court has not ruled on the merits of the claims, Defendants' defenses, or any of the contentions of the parties with respect to the PAGA claim being settled. No inferences regarding the merits of the Lawsuit should be drawn from the fact there is a settlement.

Instead, the parties agreed to a settlement, which entails a compromise by both sides. That way, each side avoids the costs, risks and uncertainty of a trial.

C. What Rights Am I Giving Up?

By operation of the court-approved settlement, the Aggrieved Employees are deemed to have fully released and discharged the "Released Parties" from any and all "Released Claims" during the "Settlement Period," which means the inclusive time period from October 5, 2021 through February 12, 2024.

"Released Parties" means Defendants and each of their affiliates, parent companies, subsidiaries, shareholders, officers, officials, partners, directors, members, owners, servants, employees, employers, agents, contractors, attorneys, insurers, predecessors, representatives, accountants, executors, personal representatives, successors and assigns, past, present, and future, and each and all of their respective officers, partners, directors, members, owners, servants, agents, shareholders, employees, employers, agents, contractors, representatives, executors, personal representatives, accountants, insurers, attorneys, and any employee benefit plans of any nature and the respective trustees, administrators, sponsors, fiduciaries, successors, agents and employees of all such plans, predecessors, successors and assigns, past, present, and future, and all persons acting under, by, through, or in concert with any of them.

"Released Claims" means any claim for civil penalties under PAGA and all other related remedies available under PAGA for all allegations, claims, debts, rights, demands, charges, complaints, actions, causes of action, guarantees, interest, costs, expenses, attorneys' fees, damages, obligations or liabilities of any and every kind, contingent or accrued, that are, were or reasonably could have been alleged or asserted based upon the facts and/or theories alleged in the pleadings filed in the Lawsuit and/or in any notice provided pursuant to PAGA by Plaintiff to the LWDA and Defendants, arising out of, based on or related to any violation of Labor Code Sections 200, 201, 202, 203, 204, 204.1, 208, 210, 218.6, 221-223, 226, 226.3, 226.7, 246, 256, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699, and 2802 that occurred, arose or accrued at any time during the Settlement Period.

Note: Any valid and enforceable arbitration agreement entered into between you and Defendants remains in full force and effect and is not waived or limited as a result of this settlement.

If you have any questions, you can contact the Settlement Administrator (whose contact information is at the top of this letter).