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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN BERNARDINO
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11 ASHLEY BOGUETT, on behalf of the State
12 of California as the Real Party In Interest;

13 Plaintiff,

14 vs.

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

21 Defendants.

Case No.: CIVSB2222761

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

**[PROPOSED] ORDER APPROVING
SETTLEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004**

Complaint filed: 12/9/2022

FAC filed: 3/22/2024

22 Plaintiff Ashley Boguett's Motion to Approve Settlement Pursuant to the Private
23 Attorneys General Act of 2004, based on the PAGA Settlement Agreement and Release of
24 Claims (the "Settlement Agreement") entered into between Plaintiff and Defendants American
25 Woodmark Corporation, RSI Home Products, Inc., and RSI Home Products Manufacturing, Inc.
26 ("Defendants"), came on for hearing on June 3, 2024, in accordance with Labor Code §
27 2699(1)(2).
28

1 Plaintiff's operative First Amended Complaint, and the relevant LWDA notice letters,
2 sought civil penalties against the Released Parties for the "Released Claims" on behalf of the
3 State of California and the "Aggrieved Employees" for claims arising during the "Settlement
4 Period." These terms are defined in the Settlement Agreement as follows:

- 5 • "Released Claims" means "any claim for civil penalties under the PAGA and all
6 other related remedies available under the PAGA for all allegations, claims,
7 debts, rights, demands, charges, complaints, actions, causes of action, guarantees,
8 interest, costs, expenses, attorneys' fees, damages, obligations or liabilities of
9 any and every kind, contingent or accrued, that are, were or reasonably could
10 have been alleged or asserted based upon the facts and/or theories alleged in the
11 PAGA claims filed in the Lawsuit (including the First Amended Complaint to be
12 filed as a condition of this settlement), and/or in any notice provided pursuant to
13 PAGA by Plaintiff to the LWDA and Defendant (including, without limitation,
14 in Plaintiff's October 4, 2022 PAGA notice letter and her Amended PAGA
15 Notice), arising out of, based on or related to any violation of Labor Code §§
16 200, 201, 202, 203, 204, 204.1, 208, 210, 218.6, 221-223, 226, 226.3, 226.7, 246,
17 256, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699, and
18 2802 that occurred, arose or accrued at any time during the Settlement Period.
- 19 • "Aggrieved Employees" means "all persons who were employed in an hourly-
20 paid, non-exempt role by Defendants in California at any time from October 5,
21 2021 through February 12, 2024"
- 22 • "Settlement Period" means "the inclusive time period from October 5, 2021
23 through February 12, 2024"

24 The Court, having considered the Settlement, including proposed PAGA penalties,
25 embodied in the Settlement Agreement (attached hereto as Exhibit A) between Plaintiff and
26 Defendants, pursuant to Labor Code § 2699(1)(2), having considered the papers filed in support
27 of the application for court approval and the arguments of counsel, and good cause appearing,
28 **HEREBY ORDERS THE FOLLOWING:**

1 1. In a settlement of a PAGA action brought by an aggrieved employee, the Court
2 “shall review and approve any settlement of any civil action filed pursuant to this part.” Cal.
3 Lab. Code § 2699(1)(2).

4 2. The Court finds that the instant Action presented a good faith dispute of the
5 Released Claims as defined in the Settlement Agreement, and the Court finds in favor of
6 Settlement Approval and the Settlement Approval Order is hereby entered resolving all claims
7 set forth in Plaintiff’s operative First Amended Complaint and LWDA notice letters pursuant
8 to the terms of the Settlement Agreement, and entering the Judgment described herein.

9 3. The Court approves the Settlement of the above-captioned action, as set forth in
10 the Settlement Agreement and each of the releases and other terms (including, without
11 limitation, the settlement of the Released Claims as defined therein), as fair, just, reasonable,
12 and adequate. The Parties are directed to perform in accordance with the terms set forth in the
13 Settlement Agreement, including that Defendants are directed to make payments in accordance
14 with the Settlement Agreement, by and through the Settlement Administrator.

15 4. By this Order and Judgment, and effective upon payment of the Gross
16 Settlement Fund by Defendants, Plaintiff, the LWDA, and all Aggrieved Employees shall, for
17 the entire Settlement Period, be deemed to have fully released and discharged the Released
18 Parties from any and all Released Claims. The Parties are to bear their own costs, except as
19 otherwise provided in the Settlement Agreement.

20 5. In accordance with the Settlement Agreement, Defendants agreed to pay
21 \$845,000 (the “Gross Settlement Fund”), inclusive of payments to the LWDA and Aggrieved
22 Employees, any Service Award to Plaintiff, and attorneys’ fees and litigation costs, and
23 Settlement Administrator costs. As part of the Settlement, Plaintiff’s Counsel sought an award
24 of attorney’s fees of \$281,666.67, actual litigation expenses of \$16,501.62, a Service Award of
25 \$7,500, and \$9,500 in settlement administration costs that are payable to the Settlement
26 Administrator, Phoenix Settlement Administrators. Defendants do not oppose these requests.
27 The Court finds that the Settlement Amount is fair, reasonable and adequate, and approves
28 each of these payments set from the Settlement Amount, and directs the following payments to

1 be paid from the Settlement Amount within the time periods set forth below and in the
2 Settlement Agreement:

- 3 a. \$281,666.67 in attorneys' fees to Lauby Mankin Lauby LLP;
- 4 b. \$16,501.62 in litigation costs to Lauby Mankin Lauby LLP;
- 5 c. \$7,500.00 as a service award to Plaintiff Ashley Boguett; and
- 6 d. \$9,500 to Phoenix Settlement Administration for administration costs.

7 6. After deducting the foregoing payments, the remainder of approximately
8 \$529,831.71 shall form the Net Settlement Amount, which will then be allocated pursuant to
9 Labor Code § 2699(i) with 75 percent (\$397,373.78) being paid to the LWDA, and the
10 remaining 25 percent (\$132,457.93) paid to the Aggrieved Employees on a pro rata basis, as
11 set forth in the Settlement Agreement. The Court approves these payments and directs the
12 Settlement Administrator to issue checks to the LWDA and Aggrieved Employees, as set forth
13 in the Settlement Agreement. The Court approves the proposed Notice of Settlement Payment
14 to the Aggrieved Employees (attached hereto as Exhibit B) and orders that the Settlement
15 Administrator mail the Notice of Settlement Payment to the Aggrieved Employees with each
16 Aggrieved Employee's respective settlement check.

17 7. The Court approves the handling of unclaimed funds set forth in the Settlement
18 Agreement, specifically that, if for any reason a check is un-cashed, the check will be voided
19 and the funds issued to the California State Controller in the name of the Aggrieved Employee
20 who may claim the funds at a later date.

21 8. This order and the resulting judgment are entitled to the preclusive effect on
22 Plaintiff, the State of California, and the Aggrieved Employees, pursuant to *Arias v. Superior*
23 *Court* (2009) 46 Cal.4th 969.

24 9. This document shall constitute a Judgment. The Court reserves exclusive and
25 continuing jurisdiction over the Action and the Parties for the purposes of supervising the
26 implementation, enforcement, construction, administration, and interpretation of the Settlement
27 Agreement and this Judgment.
28

1 **IT IS SO ORDERED.**

2
3 Dated: _____

4 Hon. Joseph Ortiz

EXHIBIT “A”

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

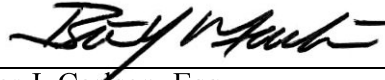
By:

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:

A handwritten signature in black ink, appearing to read "Peter J. Carlson", written over a horizontal line.

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 “B”

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.

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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.**

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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).