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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

ALEXANDRO MORA, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

PRIME TECH CABINETS, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 30-2022-01289157-CU-OE-CXC

*[Assigned for all purposes to the Hon. Melissa
R. McCormick, Dept. CX104]*

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

Date: June 20, 2024
Time: 2:00 p.m.
Dept.: CX104

Complaint Filed: October 31, 2022
Trial Date: None Set

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

2 1. I am a Partner at Haines Law Group, APC, and counsel for the named Plaintiff
3 Alexandro Mora (“Plaintiff”) and the proposed Settlement Class in the above-captioned matter. I
4 am a member in good standing of the bar of the State of California and am admitted to practice
5 in this Court. I have personal knowledge of the facts stated in this declaration and could testify
6 competently to them if called upon to do so.

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

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

28 4. The following is a non-exhaustive list of wage and hour class actions in which I

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

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

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

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

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

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

5 7. As counsel for Plaintiff and the proposed Settlement Class, I have been intimately
6 involved in this case since its inception and I believe that the proposed Settlement is an excellent
7 result for the Settlement Class.

8 8. Founded in 1988, Defendant Prime Tech Cabinets, Inc. (“PTC”) is a manufacturer
9 and installer of high-end custom cabinetry, and operates out of its factory in Santa Ana, California.
10 PTC has employed various non-exempt positions throughout the Class Period, including
11 production or “shop” employees (who manufacture the cabinets), “installers” (who install
12 cabinets at single-family residences and apartments), “shipping” employees, “pick-up”
13 employees (who put finishing touches on cabinets after installation), as well as sales and office
14 staff.

15 9. On October 31, 2022, Plaintiff filed a Class Action Complaint against PTC in
16 Orange County Superior Court, alleging causes of actions for: (1) failure to pay all overtime
17 wages; (2) failure to pay all minimum wages; (3) meal period violations; (4) rest period violations;
18 (5) wage statement violations; (6) waiting time penalties; and (7) unfair competition in violation
19 of California Business & Professions Code § 17200 *et seq.* On November 1, 2022, Plaintiff sent
20 his PAGA notice letter to the LWDA. Attached hereto as **Exhibit B** is a true and correct copy of
21 Plaintiff’s November 1, 2022 PAGA letter. Subsequently, on January 6, 2023, Plaintiff filed the
22 operative First Amended Class and Representative Action Complaint (“FAC”) adding a cause of
23 action for civil penalties under the Private Attorneys’ General Act of 2004, Labor Code Section
24 2698, *et seq.*

25 10. In connection with mediation, the Parties engaged in extensive informal discovery.
26 PTC produced timekeeping and payroll records for approximately 21% of putative class
27 members, including raw time-punches, which enabled Plaintiff to conduct a rounding analysis.
28 PTC also provided relevant data points, such as the number of putative class members, the

1 aggregate number of workweeks worked during the Class Period, and other data points. PTC also
2 produced its relevant written wage and hour policies as well as its employee handbook utilized
3 during the Class Period. Plaintiff hired a labor economist with a Ph.D. in economics to assist
4 Plaintiff in conducting a comprehensive analysis and extrapolation of the data produced by PTC
5 to calculate class-wide damages for each of Plaintiff's claims. This discovery allowed the Parties
6 to assess the merits and value of Plaintiff's claims, the chances of certification of Plaintiff's
7 claims, and PTC's potential defenses.

8 11. On July 12, 2023, the Parties participated in a full-day mediation with the Hon. S.
9 James Otero (Ret.), a highly experienced wage and hour class action mediator. During mediation,
10 the Parties vigorously debated their opposing legal positions, the likelihood of certification of
11 Plaintiff's claims, and the legal basis for the claims and defenses. At the conclusion of mediation,
12 Judge Otero ultimately issued a mediator's proposal for a class-wide settlement, which was
13 accepted by all Parties. During the months that followed, the Parties finalized the terms of the
14 Settlement and executed the long-form Settlement Agreement now before the court. A true and
15 correct copy of the Stipulation of Settlement is attached hereto as **Exhibit A**. The proposed Class
16 Notice and Request for Exclusion Form are attached as **Exhibits 1** and **2**, respectively, to the
17 Settlement Agreement.

18 12. The monetary terms of the Settlement are summarized below:

19	• Gross Settlement Amount:	\$1,600,000.00
20	• Minus Court-approved attorneys' fees:	\$533,333.33
21	• Minus Court-approved verified costs (up to):	\$35,000.00
22	• Minus Court-approved Enhancement Payment:	\$7,500.00
23	• Minus amount set aside as PAGA penalties:	\$50,000.00
24	• <u>Minus estimated Settlement Administration costs:</u>	<u>\$12,000.00</u>
	Net Settlement Amount ("NSA"):	\$962,166.67
	• PLUS 25% "PAGA Amount" to Settlement Class:	\$12,500.00

25 **Total Amount Paid to Settlement Class members: \$974,666.67**

26 13. According to PTC, there are approximately 540 Settlement Class members.
27 Therefore, the average Settlement Award from the NSA is projected to be approximately
28 \$1,781.79. There are approximately 312 Aggrieved Employees who worked during the PAGA

1 Period. Therefore, each Aggrieved Employee will receive an average of approximately \$40.06
2 from the PAGA Amount.

3 14. Plaintiff alleges that PTC failed to provide all compliant first meal periods to its
4 non-exempt employees. Specifically, Plaintiff alleges that PTC regularly provided Plaintiff and
5 other non-exempt employees with first meal periods after the completion of five hours of work.
6 Plaintiff alleges that PTC's written policies scheduled meal periods to take place after the fifth
7 hour of work, with "shop" employees, for example, scheduled to start their shifts at 5:30 a.m. and
8 not scheduled to take their first meal period until 11:20 a.m. Based on Plaintiff's expert's review
9 and extrapolation of PTC's timekeeping records, there were approximately 100,272 non-
10 compliant first meal periods reflected in the data. Plaintiff further calculated the average hourly
11 rate of pay for Settlement Class members during the Class Period at approximately \$17.44.
12 Therefore, assuming each non-compliant first meal period represents a meal period violation,
13 Plaintiff estimated total maximum damages for first meal period violations at approximately
14 \$1,748,744 (100,272 non-compliant meal periods * \$17.44 average meal period premium).
15 However, PTC argues that it maintained compliant meal period policies and practices throughout
16 the Class Period and under *Brinker* it is only required to provide employees the opportunity to
17 take meal periods, not ensure that meal periods are taken. PTC also maintains that any short,
18 missed, or late first meal periods were the result of lawful employee waiver or choice, thereby
19 precluding liability. Furthermore, PTC argues that Plaintiff's meal period claim is not suited for
20 class treatment, as individual inquiries would be needed as to which employees took non-
21 compliant meal periods or missed meal periods, how many meal periods were non-compliant or
22 missed, and why a particular employee did not take compliant meal period on a particular shift.
23 This is especially true here, PTC argues, given that employees worked in a variety of different
24 departments with varying job responsibilities, duties, and work schedules. Based on these
25 defenses, Plaintiff discounted the maximum amount by 30% for risk of non-certification and an
26 additional 35% for risk of losing on the merits or failing to recover the full amount sought, to
27 arrive at an estimated exposure of approximately \$795,679.

28 15. Plaintiff also alleges that PTC failed to provide for second meal periods during

1 shifts in excess of 10.0 hours during the Class Period. Plaintiff's analysis and extrapolation of the
2 timekeeping data also showed that during the Class Period there were approximately 11,699 shifts
3 worked in excess of 10.0 hours that did not reflect a compliant second meal period. Therefore,
4 Plaintiff calculates PTC's maximum exposure for second meal period violations at approximately
5 \$204,030 (11,699 non-compliant second meal periods * \$17.44 average meal period premium).
6 However, Plaintiff's theory of liability carried significant risks, based on PTC's arguments that
7 they provided employees the opportunity for second meal periods and that Settlement Class
8 members voluntarily waived their second meal period on shifts in excess of 10.0 hours but less
9 than 12.0 hours, as they are entitled to do under Labor Code § 512(a). PTC further argues that
10 Plaintiff's second meal period exposure is grossly inflated as Plaintiff already seeks a meal period
11 premium for first meal period violations on the majority of all shifts, and Plaintiff cannot recover
12 more than one meal period premium for each workday. In addition, as with first meal periods,
13 PTC argues this claim would not be certified as requiring individualized inquiries into both the
14 merits and damages. In light of these risks, Plaintiff discounted the maximum amount that the
15 class could potentially recover for second meal periods by 45% for a risk of non-certification, and
16 an additional 65% for a risk of losing on the merits, or having exposure reduced due to PTC's
17 waiver arguments, to arrive at an estimated exposure amount of approximately \$39,276.

18 16. Plaintiff alleges that PTC failed to authorize and permit all legally-required off-
19 duty rest periods. Specifically, Plaintiff alleges that PTC required its non-exempt employees to
20 remain on-premises during rest periods, thereby failing to relinquish all control over employees
21 during off-duty rest periods. Based on Plaintiff's expert's analysis of PTC's timekeeping records,
22 Plaintiff estimates there were approximately 174,784 shifts in excess of 3.5 hours during the Class
23 Period, entitling employees to at least one (1) rest period. Therefore, Plaintiff calculates PTC's
24 maximum potential exposure for rest period violations at approximately \$3,048,233 (174,784
25 shifts in excess of 3.5 hours * \$17.44 average rest period premium). PTC argues that it has always
26 maintained and enforced lawful rest period policies and practices during the Class Period, and
27 has, in fact, authorized and permitted all required rest periods to Settlement Class members. PTC
28 further contends that even if it or individual managers required employees to remain on premises

1 during off-duty rest periods, *Augustus* rejected Plaintiff's "on-premises" theory when it observed
2 that "one would expect that employees will ordinarily have to remain onsite or nearby. This
3 constraint, which is of course common to all rest periods, is not sufficient to establish employer
4 control." PTC also asserts this claim is not amenable to class treatment as individualized inquiries
5 would be required to determine which employees failed to take a rest period, and the reasons why.
6 These manageability concerns are especially present with respect to rest period claims, PTC
7 argues, given that rest periods are not recorded. Given PTC's defenses, Plaintiff discounted this
8 maximum amount by 55% for risk of non-certification and an additional 60% for a risk of being
9 unsuccessful on the merits or of failing to recover the full amount sought, to arrive at an estimated
10 realistic exposure of approximately \$548,682.

11 17. Plaintiff alleges that PTC utilized a timekeeping system that systematically
12 underpaid wages to Settlement Class members. Plaintiff alleges that PTC required Plaintiff and
13 other non-exempt employees to clock in and out using a system that recorded hours worked to
14 the minute; however, Plaintiff alleges that PTC rounded timekeeping entries resulting in a failure
15 to compensate for all hours actually worked. Based on Plaintiff's expert's review and
16 extrapolation of employee timekeeping and payroll records, Plaintiff estimates that PTC's
17 timekeeping practices have resulted in approximately 6,485 hours of unpaid wages. Because
18 employees generally worked shifts of at least 8.0 hours, Plaintiff contends that these unpaid wages
19 should be paid at an overtime rate of pay, calculating maximum potential exposure for this claim
20 at approximately \$169,648 (6,485 hours underpaid * \$26.16 average overtime rate of pay). PTC
21 argues that its timekeeping policies/practices complied with California law and that it has always
22 properly compensated Settlement Class members for all hours worked throughout the Class
23 Period. PTC contends that it utilized an even-handed timekeeping system that, on balance,
24 resulted in employees being paid for all hours actually worked. PTC contends that although
25 Settlement Class members may have clocked in prior to their scheduled start time, it was not
26 possible for Settlement Class members to perform any compensable work prior to the scheduled
27 start of shift. Finally, PTC asserts that Plaintiff would be unable to certify this claim since its
28 timekeeping policies/practices are facially neutral and individualized inquiries would be

1 necessary as to whether employees were in fact underpaid for each workday in question (including
2 whether they were actually working when they were clocked in), resulting in an unmanageable
3 series of mini-trials. In light of PTC's defenses, Plaintiff discounted this maximum amount by
4 40% for risk of non-certification and an additional 50% for a risk of being unsuccessful on the
5 merits or of failing to recover the full amount sought, to arrive at an estimated realistic exposure
6 of approximately \$50,895.

7 18. Plaintiff alleges that as a result of the unpaid minimum and overtime wages, as
8 well as the unpaid meal and rest period premium wages described above, PTC is liable for wage
9 statement penalties. Based on the records and information produced, there are 312 Settlement
10 Class members and 6,468 unique pay periods worked, within the one-year liability window
11 relevant to Labor Code § 226. Section 226 provides for a \$50 penalty for each "initial" violation
12 and \$100 for each "subsequent" violation, with a cap of \$4,000 per employee. Plaintiff therefore
13 calculated PTC's potential wage statement exposure under Labor Code § 226(e) at approximately
14 \$631,200 ((312 "initial" violations * \$50) + (6,156 "subsequent" violations * \$100)). PTC argues
15 that any alleged wage statement violations were not "knowing and intentional," and Plaintiff
16 cannot show that he or other employees "suffer[ed] injury" due to the alleged wage statement
17 violations, as required by Labor Code § 226(e) for the imposition of penalties. Further, PTC
18 contends its wage statements always accurately reflected hours worked and amounts paid as well
19 as all other required information, precluding liability for wage statement penalties. In light of
20 PTC's defenses, Plaintiff discounted the maximum exposure by 55% for risk of non-certification,
21 and by an additional 65% for risk of being unsuccessful on the merits, for an estimated realistic
22 exposure of approximately \$99,414.

23 19. Plaintiff alleges that as a further result of its failure to pay all wages earned, as
24 well as its failure to pay all meal and rest period premiums, PTC is liable for waiting time penalties
25 pursuant to Labor Code §§ 201-203. PTC's records reflected approximately 296 former
26 Settlement Class members separated from their employment and are therefore eligible for waiting
27 time penalties. Based on an hourly rate of \$17.44, Plaintiff estimated the average waiting time
28 penalty per former employee to be approximately \$4,186 (\$17.44 average hourly rate * 8 hours

per day * 30 days). Therefore, Plaintiff calculated PTC's maximum exposure for potential waiting time penalties to be approximately \$1,239,056 (296 separated employees * \$4,186 average waiting time penalty). PTC argues that it possesses strong, good-faith defenses to Plaintiff's underlying claims, thus precluding recovery of waiting time penalties, which are only available for the "willful" failure to pay wages. PTC further asserts that Plaintiff's waiting time penalty exposure was grossly inflated as not every former employee experienced the alleged Labor Code violations. Moreover, because the waiting time claim is derivative of Plaintiff's underlying wage claims, Plaintiff would need to overcome these defenses, both as to class certification and on the merits, as to his underlying claims. To account for these defenses, Plaintiff discounted the maximum exposure by 55% for the risk of non-certification, and an additional 70% for risk of losing on the merits, and/or not receiving the maximum penalties sought, to arrive at an estimated exposure of approximately \$167,272.

20. As a result of the foregoing Labor Code violations, Plaintiff alleges that PTC is liable for civil penalties under the PAGA. Plaintiff estimated a maximum total PAGA exposure at approximately \$646,800 (6,468 violations * \$100 "initial" penalty). Since Plaintiff's PAGA claim is derivative of Plaintiff's underlying wage claims, PTC asserts the PAGA claim would fail with those claims. PTC further maintains that, given its good-faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find PTC liable for any of Plaintiff's claims. Therefore, Plaintiff discounted the maximum figure by 60% for risk of losing on the merits and/or not recovering a PAGA penalty for each and every pay period, and an additional 75% to account for the possibility of this Court reducing penalties, to arrive at an estimated exposure of approximately \$64,680.

21. Using these estimated figures for each of the claims described above, Plaintiff predicted that the potential recovery for the Settlement Class would be approximately \$1,765,898. The proposed Settlement of \$1,600,00.00 therefore represents approximately 90.6% of the reasonably forecasted recovery for the Settlement Class. Preliminary approval is appropriate since the Settlement will provide significant monetary relief to the Settlement Class, which is consistent with what Plaintiff's counsel believes could have been recovered had the case proceeded through

1 trial.

2 22. Although the Parties engaged in significant informal discovery prior to mediation,
3 the Parties still had significant formal discovery to complete had the matter not been settled. This
4 would have required the expenditure of substantial time and resources by both Parties that would
5 have very likely spanned several years. Even if Plaintiff was to certify the classes, the Parties
6 would incur considerably more attorneys' fees and costs through a possible decertification
7 motion, trial, and possible appeal. This Settlement avoids those risks and the accompanying
8 expense.

9 23. My office will also apply for an attorneys' fees award of one-third of the Gross
10 Settlement Amount, which is currently estimated to be \$533,333.33, and up to \$35,000.00 in
11 verified costs reimbursement. Plaintiff submits the requested fee is fair compensation for
12 undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee
13 basis. Class Counsel has incurred substantial attorneys' fees conducting pre-filing investigation,
14 analyzing Plaintiff's claims, conducting legal research, conducting extensive informal discovery,
15 analyzing Settlement Class members' timekeeping and payroll records with the help of a retained
16 expert, creating a comprehensive damages model, preparing for and attending mediation,
17 negotiating and preparing the long-form Settlement Agreement, preparing this Motion, and
18 otherwise litigating the case. Class Counsel expect to expend additional attorney time in attending
19 the hearing on this Motion, overseeing the Notice process and fielding questions from Settlement
20 Class members, preparing the final approval papers, and attending the Final Approval hearing.

21 24. Plaintiff will apply for a Class Representative Enhancement Payment at the time
22 of seeking final approval of the proposed class action settlement in the amount of \$7,500, for his
23 service to the Settlement Class. As will be fully briefed at the time of final approval, Plaintiff's
24 requested Enhancement Payment is intended to recognize the time and effort Plaintiff expended
25 on behalf of the Settlement Class, including providing substantial factual information and
26 documents to Class Counsel, discussing the claims and theories at issue in the litigation, actively
27 participating in the prosecution of his claims, as well as the significant risks Plaintiff undertook
28 by agreeing to serve as the named plaintiff in this case, and the fact that Plaintiff agreed to a

1 general release of all claims subject to a waiver of Civil Code § 1542.

2 25. I have made a reasonable inquiry and am not aware of any other class,
3 representative, or other collective actions in any other court that assert similar claims to those
4 asserted in this action on behalf of a class or group of individuals who would also be members of
5 the proposed Settlement Class.

6 I declare under penalty of perjury under the laws of the State of California that the
7 foregoing is true and correct. Executed on March 6, 2024, at El Segundo, California.

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10 Sean M. Blakely
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EXHIBIT A

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Alexandro Mora (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Prime Tech Cabinets, Inc. (hereinafter “Defendant”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC (“Class Counsel”). Defendant is represented by Yass McNeil of Law Offices of Sotoodeh & Associates.

On October 31, 2022, Plaintiff filed a Class Action Complaint against Defendant in Orange County Superior Court, in the matter entitled *Alexandro Mora v. Prime Tech Cabinets, Inc.*, Case No. 30-2022-01289157-CU-OE-CXC (the “Action”). On January 6, 2023, Plaintiff filed the operative First Amended Class and Representative Action Complaint (“FAC”). The FAC alleges the following causes of action: (i) failure to pay all overtime wages; (ii) failure to pay all minimum wages; (iii) meal period violations; (iv) rest period violations; (v) wage statement violations; (vi) waiting time penalties; (vii) unfair competition; and (viii) civil penalties under the Private Attorneys General Act (“PAGA”). The FAC, and all of the claims alleged therein, shall be referred to as the “Action.”

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Defendant agree as follows:

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

All current and former non-exempt employees who worked for Defendant Prime Tech Cabinets, Inc. in California from October 31, 2018 until the date of preliminary approval of the settlement (“Class Period”).

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved, does not become Final as defined below, or is terminated or materially modified without agreement of the parties, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiff.** Upon the Effective Date (as defined below) and the complete funding of the Gross Settlement Amount, Plaintiff and every member of the Settlement Class (except those who opt out) will fully release and discharge Defendant, and all of its present and former officers, directors, employees, shareholders, agents, trustees, representatives, attorneys, insurers, reinsurers, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, as well as any individual or entity that could be jointly liable with Defendant (collectively the “Released Parties”), as follows:

- A. Settlement Class members will release all claims, causes of action, and legal theories alleged or which could have been alleged based on the facts in the operative First Amended Class and Representative Action Complaint (“FAC”), including: (a) failure to pay all overtime wages; (b) failure to pay all minimum wages; (c) failure to provide all meal periods in accordance with California law; (d) failure to authorize and permit all rest periods in accordance with California law; (e) failure to furnish accurate and itemized wage statements; (f) failure to pay all wages owed upon separation of employment; and (g) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories of relief pled in the FAC (the “Class Released Claims”). The period of the Class Released Claims shall extend to the limits of the Class Period.
- B. **Release of PAGA Claims.** Individuals employed by Defendant in California and who were classified as hourly, non-exempt employees any time from November 1, 2021 through the date of preliminary approval (the “PAGA Period”) are “Aggrieved Employees.” All Aggrieved Employees (regardless of whether they opt out of the Settlement Class) shall release the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period as disclosed in Plaintiff’s November 1, 2022 Notification Letter to the Labor and Workforce Development Agency (“LWDA”) (“the PAGA Released Claims”).
- C. **Release by Plaintiff.** As a condition of receiving the Class Representative Service Award, and upon Defendant’s complete funding of the Gross Settlement Amount, Plaintiff has agreed to release, individually and in addition to the Class Released Claims and PAGA Released Claims described above, all claims, whether known or unknown, without exception, against the Released Parties. The Parties understand and agree that Plaintiff is not, by way of this release, releasing any workers’ compensation claims, unemployment insurance claims, nor any other claims which cannot be released as a matter of law. Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

3. **Gross Settlement Amount.** As consideration and subject to the express condition precedent that this Settlement Agreement becomes final (as defined below), Defendant agrees to pay a “Gross Settlement Amount” of One Million Six Hundred Thousand Dollars and Zero Cents (\$1,600,000.00) in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage Phoenix Settlement Administrators as the “Settlement Administrator” to administer this Settlement.

- B. The Settlement will become final and effective when the Settlement is approved and the Court's Judgment becomes final and no longer subject to timely post-judgment motion or appeal ("Judgment"). The Court's Judgment "becomes final" upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court's Judgment (this time period shall not be less than 60 calendar days after the Court's Judgment is entered); (ii) the date affirmance of an appeal of the Judgment becomes final under the California Code of Civil Procedure and California Rules of Court; or (iii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment ("Effective Date").
- C. The Gross Settlement Amount shall be deposited in three equal installments into a Qualified Settlement Fund established by the Settlement Administrator as follows: (1) the first installment of \$533,333.33 shall be deposited by Defendant within thirty (30) days of preliminary approval of this Settlement; (2) the second installment of \$533,333.33 shall be deposited by Defendant within thirty (30) days of final approval of this Settlement; and (3) a third installment of \$533,333.34 shall be deposited by Defendant no later than March 31, 2025. Should this Settlement not receive final approval by the Court, any monies deposited by Defendant will revert to Defendant.
- D. The Gross Settlement Amount includes:
- (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Twelve Thousand Dollars and Zero Cents (\$12,000.00);
 - (3) Up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff's Class Representative Enhancement Payment in recognition of his contributions to the Action and his service to the Settlement Class. If Plaintiff's request for his enhancement payment is not approved or reduced by the Court, any amount not approved or reduced by the Court will revert to the participating Settlement Class members;
 - (4) Up to one-third of the Gross Settlement Amount in Class Counsel's attorneys' fees, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00). If Class Counsel's request for attorneys' fees or reimbursement of litigation costs is not approved or reduced by the Court, any amount not approved or reduced by the Court will revert to the participating Settlement Class members; and

- (5) Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Thirty-Seven Thousand and Five Hundred Dollars and Zero Cents (\$37,500.00) will be payable to the Labor & Workforce Development Agency (“LWDA”), and the remaining twenty-five percent (25%), or Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) will be payable to the Settlement Class as the “PAGA Amount.”
 - E. Defendant’s share of employer payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.
 - F. **Escalator Clause.** Defendant represents that there were an estimated 34,910 total workweeks worked by the Settlement Class members during the Class Period. If the number of workweeks worked during the Class Period exceeds this figure by more than 10% (i.e., if there are 38,401 or more total workweeks), Defendant shall increase the Gross Settlement Amount on a proportional basis above the 10% threshold (e.g., if there was a 12% increase in the number of total workweeks, Defendant shall increase the Gross Settlement Amount by 2%).
4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment (“Settlement Award”) from the settlement. Settlement Awards will be determined and paid as follows:
- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, Plaintiff’s Class Representative enhancement payment, the amount designated as PAGA civil penalties, and the Settlement Administrator’s fees and expenses for administration. The remaining amount shall be known as the “Net Settlement Amount.”
 - B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member’s Settlement Award based on the following formula:
 - i. Payments to all participating Settlement Class members: Eighty-five percent (85%) of the Net Settlement Amount will be distributed to all participating Settlement Class members based on each participating Settlement Class member’s proportionate workweeks worked during the Class Period, and will be calculated by multiplying 85% of the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member’s number of workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all participating Settlement Class members during the Class Period.

- ii. Waiting Time Amount: Ten Percent (10%) of the Net Settlement Amount shall be designated as the “Waiting Time Amount.” Each participating Settlement Class member whose employment with Defendant ended at any time from October 31, 2019 to the date of preliminary approval, shall receive an equal, pro-rata share of the Waiting Time Amount. In other words, the Waiting Time Amount will be divided equally among all participating Settlement Class members whose employment with Defendant ended at any time from October 31, 2019 to the date of preliminary approval.
 - iii. Wage Statement Amount: Five percent (5%) of the Net Settlement Amount shall be designated as the “Wage Statement Amount.” Each participating Settlement Class member who was employed by Defendant at any time from October 31, 2021 to the date of preliminary approval shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the period from October 31, 2021 to the date of preliminary approval, and which will be calculated by multiplying 5% of the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member’s number of workweeks worked from October 31, 2021 to the date of preliminary approval, and the denominator of which is the total number of workweeks worked by all participating Settlement Class members during the time period from October 31, 2021 to the date of preliminary approval.
- C. PAGA Amount: Each Aggrieved Employee who was employed by Defendant at any time during the PAGA Period (including those who submit a valid and timely Request for Exclusion from the class action settlement) shall receive a portion of the Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) of the Gross Settlement Amount that has been designated as the “PAGA Amount” proportionate to the number of workweeks that he or she worked during the PAGA Period. The payment will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Aggrieved Employee’s number of workweeks worked during the PAGA Period, and the denominator of which is the total number of workweeks worked by all Aggrieved Employees during the PAGA Period (including those who submit a valid and timely Request for Exclusion from the class action settlement).
- D. Within ten (10) calendar days following Defendant’s deposit of the final installment payment with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for review and approval. Within seven (7) calendar days of approval by counsel, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members and Aggrieved Employees. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant’s counsel. After Settlement Awards are mailed to Settlement Class members and Aggrieved Employees, the Settlement

Administrator shall distribute the amounts approved for Class Counsel's attorneys' fees and litigation costs, Plaintiff's Enhancement Payment, payment to the LWDA for its share of PAGA civil penalties, and settlement administration expenses.

- E. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: Any payments from the Net Settlement Amount shall be allocated as 30% as penalties and interest; and 70% as wages. Any payment from the PAGA Amount shall be classified as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members and Aggrieved Employees IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.
- F. Each Settlement Class member or Aggrieved Employee who receives a Settlement Award must cash that check within 180 days from the date the Settlement Administrator mails it. Any checks not cashed within 180 days after mailing will escheat to the State Controller to be deposited in the Unclaimed Property Fund.
- G. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of one-third of the Gross Settlement Amount, which is currently estimated to be Five Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$533,333.33). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

6. **Class Representative Enhancement Payment.** Defendant will not object to a request for a Class Representative Enhancement Payment of up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff for his service to the Settlement Class. This

payment will be in addition to Plaintiff's Settlement Award as a Settlement Class member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator.

7. **Settlement Administrator.** Defendant will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiff seeking permission to pay up to Twelve Thousand Dollars and Zero Cents (\$12,000.00) for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Settlement Awards and preparing all checks and mailings, calculating Defendant's share of taxes payable on the wages, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount only after Settlement Awards have been mailed to all participating Settlement Class members. The Settlement Administrator shall also give notice of final judgment by posting the final judgment to its website.

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

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Paul K. Haines and Sean M. Blakely of Haines Law Group, APC as Class Counsel
- C. Approving Plaintiff as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Request for Exclusion Form), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

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

- A. Within ten (10) business days after entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, positions held, and workweek information for each Settlement Class member employed during the Class Period (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format reasonably satisfactory to the Settlement Administrator. This information will remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in this Agreement, or pursuant

to Defendant's express written authorization, or by order of the Court. All Class Data will be used for settlement notification and settlement administration only.

- B. Within ten (10) business days from receipt of the information provided for in Paragraph 9(A), the Settlement Administrator shall: (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Settlement Class member who wishes to opt out of the settlement must complete and mail a Request for Exclusion Form to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").
 - i. The Notice Packet shall state that a Settlement Class member who wishes to exclude themselves from the settlement must submit a Request for Exclusion Form by the Response Deadline. The Request for Exclusion Form must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion Form does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the settlement, except a Request for Exclusion Form not containing a Settlement Class member's telephone number or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion Form shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the settlement or have any right to object, appeal or comment thereon. Notwithstanding the foregoing, the PAGA settlement and release provisions will apply to all Settlement Class members employed during the PAGA Period, whether or not they exclude themselves from the class action settlement. Settlement Class members who were employed by Defendant at any time during the PAGA Period and submit a valid and timely Request for Exclusion shall still be entitled to their portion of the PAGA Amount described above, and will release the PAGA Released Claims, whether they submit a valid and timely Request for Exclusion or not.

- ii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the settlement or opt out of the Settlement Class or encourage any Settlement Class member to appeal from the final judgment.
 - iii. Notwithstanding any other provisions of this Agreement, in the event that five percent (5%) or more of the total Settlement Class members exclude themselves and opt out of the settlement, Defendant may, in its sole discretion, unilaterally withdraw from and terminate the settlement no later than five (5) days prior to the date of the Final Approval Hearing. In the event of Defendant's withdrawal, no party may use the fact that the Parties agreed to the Resolution for any reason. In the event that Defendant elects to terminate this Settlement under this provision, the parties shall equally pay all of the administrative costs incurred by the Settlement Administrator up to that point.
- D. Objections. Settlement Class members who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel via e-mail, as well as file all such objections with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless the objections are filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days from the date of service to the objections by the Settlement Administrator to file a response to the objections. All objections should contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection. Settlement Class members may also appear at the final approval hearing to orally object, even if they have not submitted a written objection.
- E. Notice of Estimated Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Settlement Award as well as all of the information that was used from Defendant's records in order to calculate the Settlement Award. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Estimated Settlement Award, to provide documentation and an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. Any dispute as to this allocation shall be resolved by the Settlement Administrator, with input and assistance from the Parties. .
- F. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to

obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) days of the mailing, the Settlement Class member received the Notice Packet. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

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

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative enhancement payment, LWDA payment, and settlement administration costs; and
- C. Entering judgment pursuant to California Rule of Court 3.769. Said judgment shall be posted on the website of the Settlement Administrator.

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

12. **Non-disclosure and Non-publication.** Plaintiff and Class Counsel agree that they have not and will not publish the Settlement Agreement, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. Class Counsel shall not report the Settlement Agreement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff, the Settlement

Class, or the settlement on their website, and shall not contact any reporters or media regarding the settlement. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel.

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

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

if to Defendant: Yass McNeil, Law Offices of Sotoodeh & Associates, 5 Hutton Centre Drive, Suite 860, Santa Ana, California 92707;
ymcneil@sotoodeh.net.

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

15. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

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

17. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this settlement or to declare rights and/or obligations under this settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED:

Prime Tech Cabinets, Inc.

By: 
Its: Y.P.

DATED:

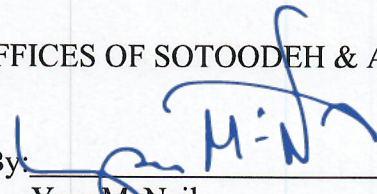
Alexandro Mora

By: _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: December 6, 2023

LAW OFFICES OF SOTOODEH & ASSOCIATES

By: 
Yass McNeil
Attorneys for Defendant

DATED:

HAINES LAW GROUP, APC

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

DATED:

Prime Tech Cabinets, Inc.

By: _____
Its: _____

DATED: 10-26-2023

Alexandro Mora

By: ALEXANDRO MORA
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED:

LAW OFFICES OF SOTOODEH & ASSOCIATES

By: _____
Yass McNeil
Attorneys for Defendant

DATED: 10/30/23

HAINES LAW GROUP, APC

By: Sean Blakely
Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff

EXHIBIT 1

NOTICE OF PENDENCY OF CLASS AND PAGA ACTION AND PROPOSED SETTLEMENT

Alexandro Mora v. Prime Tech Cabinets, Inc.

Orange County Superior Court

Case No.: 30-2022-01289157-CU-OE-CXC

To: All current and former non-exempt employees who worked for Defendant Prime Tech Cabinets, Inc. in California from October 31, 2018 until <<PRELIM APPROVAL DATE>>. Collectively, these employees will be referred to as “Settlement Class members.”

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

Why should you read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in the matter of *Alexandro Mora v. Prime Tech Cabinets, Inc.*, Orange County Superior Court Case No. 30-2022-01289157-CU-OE-CXC (the “Action”). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Defendant Prime Tech Cabinets, Inc.’s (hereinafter “Prime Tech Cabinets”) records show that you were employed by Prime Tech Cabinets as a non-exempt employee in California between October 31, 2018 until <<PRELIM APPROVAL DATE>> (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

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

What is this case about?

Plaintiff Alexandro Mora (“Plaintiff”) brought this Action against Prime Tech Cabinets, seeking to assert claims on behalf of a class of all current and former non-exempt employees who worked for Prime Tech Cabinets in California during the Class Period. Plaintiff is known as the “Class Representative,” and his attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

In the Action, Plaintiff alleges that Prime Tech Cabinets: (1) failed to pay all overtime wages; (2) failed to pay all minimum wages; (3) failed to provide all meal periods; (4) failed to authorize and permit all rest periods; (5) failed to furnish accurate, compliant, and itemized wage statements; (6) failed to timely pay all wages due or final wages due; (7) engaged in unfair, unlawful business practices; and (8) is liable for civil penalties under the Private Attorneys’ General Act (“PAGA”).

Prime Tech Cabinets denies that it has done anything wrong. Prime Tech Cabinets also denies that it owes Settlement Class members any wages, restitution, penalties, damages, or other amounts. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Prime Tech Cabinets, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff’s claims. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable. Any final determination of whether the proposed Settlement is fair, adequate, and reasonable will be made at the Final Approval Hearing. However, to avoid additional expense, inconvenience, and interference with its business operations, Prime Tech Cabinets has concluded that it is in its best interests to settle the Action on the terms summarized in this Notice. After Prime Tech Cabinets provided relevant information to Class Counsel, the Settlement was reached after mediation and arm’s length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Prime Tech Cabinets, the inherent risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Prime Tech Cabinets, your decision about whether to participate in the Settlement will not affect your employment. California law and Prime Tech Cabinets' policy strictly prohibit unlawful retaliation. Prime Tech Cabinets will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of their decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff/Settlement Class: HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Sean M. Blakely sblakely@haineslawgroup.com Alexandra R. McIntosh amcintosh@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Attorneys for Prime Tech Cabinets: LAW OFFICES OF SOTOODEH & ASSOCIATES Yass McNeil ymcneil@sotoodeh.net 5 Hutton Centre Drive, Suite 860 Santa Ana, California 92707 Telephone: (714) 662-2664
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who worked for Prime Tech Cabinets in California during the Class Period. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Prime Tech Cabinets as described below.

Prime Tech Cabinets has agreed to pay \$1,600,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Action, including payments to Settlement Class members, Class Counsel's attorneys' fees and expenses, Settlement administration costs, payment to the LWDA, and the Class Representative Enhancement Payment.

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

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for up to one-third of the Gross Settlement Amount, which is currently estimated at \$533,333.33, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$35,000.00 in verified costs incurred in connection with the Action.

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$12,000.00 from the Gross Settlement Amount to pay the settlement administration costs.

Class Representative Enhancement Payment. Class Counsel will ask the Court to award the Class Representative an enhancement payment in the amount of \$7,500.00, to compensate him for his service and extra work provided on behalf of Settlement Class members.

PAGA Payment to State of California. The parties have agreed to allocate \$50,000.00 towards the Settlement of the PAGA claims in the Action. \$37,500.00 will be paid to the state's Labor and Workforce Development Agency ("LWDA"), representing its 75% share of the civil penalties. The remaining \$12,500.00 will be allocated to Aggrieved Employees as the "PAGA Amount" as described below.

Calculation of Individual Settlement Class Members' Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount, which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion Form (described below). The Net Settlement Amount is estimated at approximately \$962,166.67 and will be allocated as follows:

- (i) Payments to all participating Settlement Class members: 85% of the Net Settlement Amount will be allocated to all participating Settlement Class members in proportion to the number of workweeks that he or she worked during the Class Period.
- (ii) Waiting Time Amount: 10% of the Net Settlement Amount shall be designated as the "Waiting Time Amount" and will be allocated in equal amounts to all participating Settlement Class members whose employment with Prime Tech Cabinets ended at any time between October 31, 2019 through <<PRELIM APPROVAL DATE>>.
- (iii) Wage Statement Amount: 5% of the Net Settlement Amount shall be designated as the "Wage Statement Amount." Each participating Settlement Class member who was employed by Prime Tech Cabinets at any time from October 31, 2021 to <<PRELIM APPROVAL DATE>> shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the time period of October 31, 2021 to <<PRELIM APPROVAL DATE>>.

Payment from PAGA Amount: In addition to the Net Settlement Amount, \$12,500.00 of the Gross Settlement Amount has been designated as the "PAGA Amount." Individuals employed by Prime Tech Cabinets as non-exempt employees in California (including those who opt out of the class action settlement) at any time from November 1, 2021 through <<PRELIM APPROVAL DATE>> ("PAGA Period") are "Aggrieved Employees." Each Aggrieved Employee shall receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked during the PAGA Period.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, individual Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion from the Settlement.

Allocation and Taxes. For tax purposes, each Settlement Award shall be allocated as follows: any payment made from the PAGA Amount shall be classified as 100% penalties. Any payment made from the Net Settlement Amount shall be allocated as thirty percent (30%) as penalties and interest, and seventy percent (70%) as wages. The Settlement Administrator will be responsible for issuing participating Settlement Class members IRS Forms W-2 for the amounts allocated as "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the individual settlement payments. The Settlement Administrator, Prime Tech Cabinets and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, and upon the Effective Date and the complete funding of the Gross Settlement Amount, Plaintiff and every member of the Settlement Class (except those who opt out) will fully release and discharge Prime Tech Cabinets, and all of its present and former officers, directors, employees, shareholders,

agents, trustees, representatives, attorneys, insurers, reinsurers, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, as well as any individual or entity that could be jointly liable with Prime Tech Cabinets (collectively the “Released Parties”) of any and all claims, causes of action, and legal theories alleged or which could have been alleged based on the facts in the operative First Amended Class and Representative Action Complaint (“FAC”), including: (a) failure to pay all overtime wages; (b) failure to pay all minimum wages; (c) failure to provide all meal periods in accordance with California law; (d) failure to authorize and permit all rest periods in accordance with California law; (e) failure to furnish accurate and itemized wage statements; (f) failure to pay all wages owed upon separation of employment; and (g) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories of relief pled in the FAC (the “Class Released Claims”). The period of the Class Released Claims shall extend to the limits of the Class Period.

In addition, all Aggrieved Employees (regardless of whether they opt out of the Settlement Class) shall release the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period as disclosed in Plaintiff’s November 1, 2022 Notification Letter to the LWDA (“the PAGA Released Claims”).

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

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked for Prime Tech Cabinets during the Class Period, whether you ended your employment with Prime Tech Cabinets during the time period of October 31, 2019 to <<PRELIM APPROVAL DATE>>, the proportionate number of workweeks you worked from October 31, 2021 to <<PRELIM APPROVAL DATE>>, and the proportionate number of workweeks you worked during the PAGA Period. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information. Your award is based on the proportionate number of workweeks you worked for Prime Tech Cabinets during the Class Period, as well as whether you separated employment with Prime Tech Cabinets during the time period of October 31, 2019 to <<PRELIM APPROVAL DATE>>, the proportionate number of workweeks you worked from October 31, 2021 to <<PRELIM APPROVAL DATE>>, and the proportionate number of workweeks you worked during the PAGA Period. The information contained in Prime Tech Cabinets’ records regarding each of these factors, along with your estimated Settlement Award, is listed below. If you disagree with the information listed below, you may submit a dispute, along with any supporting documentation, to <<INSERT ADMINISTRATOR CONTACT INFO>>. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

Any disputes will be resolved by the Settlement Administrator with input and assistance from the Parties.

According to Prime Tech Cabinets’ records:

- (a) you worked for Prime Tech Cabinets in California from [REDACTED] to [REDACTED];
- (b) you worked [REDACTED] workweeks between October 31, 2018 until <<PRELIM APPROVAL DATE>> as a non-exempt employee for Prime Tech Cabinets;
- (c) you worked [REDACTED] workweeks between October 31, 2021 until <<PRELIM APPROVAL DATE>> as a non-exempt employee for Prime Tech Cabinets;
- (d) you worked [REDACTED] workweeks between November 1, 2021 until <<PRELIM APPROVAL DATE>> as a non-exempt employee for Prime Tech Cabinets; and

- (e) your employment with Prime Tech Cabinets <<DID/DID NOT>> end between October 31, 2019 until <<PRELIM APPROVAL DATE>>.

Based on the above, your Settlement Award is estimated at \$ _____.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the class action settlement, you may exclude yourself by sending to the Settlement Administrator an executed Request for Exclusion Form no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, and your signature. A Request for Exclusion Form is included with this Notice.

Send the Request for Exclusion Form directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, and shall be barred from participating in any portion of the class action settlement. However, Aggrieved Employees may not opt out of the PAGA Settlement, and Aggrieved Employees will still be entitled to a portion of the PAGA Amount as described above even if they request exclusion from the class action settlement. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it (with the exception of the PAGA Settlement, which you may not object to), you may mail a written objection to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Your written objection should include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Objections should be in writing and must be postmarked on or before <<RESPONSE DEADLINE>>.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department CX104 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, California 92701. You have the right to appear either in person or through your own attorney at this hearing. All objections or other correspondence must state the name and number of the case, which is *Alexandro Mora v. Prime Tech Cabinets, Inc.*, Orange County Superior Court Case No. 30-2022-01289157-CU-OE-CXC. You may appear at the Final Approval Hearing to orally object, even if you did not submit a written objection.

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

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department CX104 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, California 92701. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, settlement administration costs, and the Class Representative Enhancement Payment. The Final Approval Hearing may be postponed without further notice to Settlement Class members. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, California 92701, during regular court hours. You may also visit the Orange County Superior Court website at www.occourts.org to inspect the Court's files by going to the "Case Access" tab under "Online Services," selecting "Civil Case & Document Access," and entering the case number information for this

case, which is Case No. 30-2022-01289157-CU-OE-CXC. You may also contact Class Counsel using the contact information listed above for more information.

You may also access key documents from the case, including the operative complaint, the Settlement Agreement, this Class Notice, as well as the order granting preliminary approval at the Settlement Administrator's website at <<SETTLEMENT ADMINISTRATOR WEBSITE>>.

PLEASE DO NOT CALL OR WRITE THE COURT, PRIME TECH CABINETS, OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

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

EXHIBIT 2

REQUEST FOR EXCLUSION FORM

Alexandro Mora v. Prime Tech Cabinets, Inc.
Orange County Superior Court
Case No. 30-2022-01289157-CU-OE-CXC

IF YOU **DO NOT** WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST **COMPLETE**, **SIGN** AND **MAIL** THIS FORM, POSTMARKED ON OR BEFORE **[INSERT DATE]**, ADDRESSED AS FOLLOWS:

PHOENIX SETTLEMENT ADMINISTRATORS
ALEXANDRO MORA V. PRIME TECH CABINETS, INC.
SETTLEMENT ADMINISTRATOR
ADDRESS
ADDRESS
PHONE
FAX

DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.

By signing, filling out, and returning this form, I confirm that I **do not** want to be included in the Settlement of the lawsuit entitled *Alexandro Mora v. Prime Tech Cabinets, Inc.*, Orange County Superior Court Case No. 30-2022-01289157-CU-OE-CXC.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *ALEXANDRO MORA V. PRIME TECH CABINETS, INC.* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT. HOWEVER, I MAY STILL BE ENTITLED TO RECEIVE A PORTION OF THE SETTLEMENT OF THE CLAIMS BROUGHT PURSUANT TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA") AS DESCRIBED IN THE ACCOMPANYING NOTICE OF PENDENCY OF CLASS AND PAGA ACTION AND PROPOSED SETTLEMENT.

Name

Telephone Number

Address

Date

Signature

Last Four Digits of Social Security Number: _____

EXHIBIT B

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

November 1, 2022

VIA LWDA WEBSITE

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

Re: *Alexandro Mora v. Prime Tech Cabinets, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Alexandro Mora (“Mr. Mora”) in claims arising from his employment with Prime Tech Cabinets, Inc.; and Does 1 through 100 (collectively “Prime Tech”). Mr. Mora is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Prime Tech’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” include all of Prime Tech’s non-exempt employees who worked for Prime Tech in California during the one year immediately preceding the date of this letter through the present.

Prime Tech manufactures European-style cabinets out of a factory located in Santa Ana, California. Mr. Mora was employed by Prime Tech as a non-exempt “Machine Operator” from approximately 2002 until approximately August 26, 2022.

During their employment with Prime Tech, Mr. Mora and other aggrieved employees clocked in using a scanning card and later switched to a tablet, and on information and belief, Prime Tech’s electronic timekeeping system recorded their clock-in and clock-out times to the minute. However, during the relevant time period, Prime Tech’s timekeeping system rounded and/or time-shaved Mr. Mora’s and other aggrieved employees’ hours, such that Mr. Mora and other aggrieved employees were only paid in quarter of an hour increments, and which resulted in Mr. Mora and other aggrieved employees` not being compensated for all hours actually worked. Prime Tech regularly, systematically, and impermissibly rounded and/or shaved the time worked by Mr. Mora and other aggrieved employees in Prime Tech’s favor. This time shaving/rounding practice utilized by Prime Tech was not-even handed over time and would round and shave in Prime Tech’s favor such that Mr. Mora and other aggrieved employees were routinely underpaid for their time worked. Due to Prime Tech’s timekeeping policies and practices that fail to compensate for all hours worked, Mr. Mora and other aggrieved employees were deprived of all required minimum wages. Further, on occasions when

Mr. Mora and other aggrieved employees worked over eight hours in a day and/or forty hours in a workweek, this process of time-shaving or rounding also deprived them of all overtime wages owed. In addition, on information and belief, Prime Tech was not paying daily overtime. As such, Mr. Mora and other aggrieved employees were not compensated for all required minimum and overtime wages.

In addition to failing to pay Mr. Mora and other aggrieved employees for all time they were on the clock as a result of its unlawful rounding/time-shaving practice, Prime Tech also failed to pay Mr. Mora and other aggrieved employees for time spent waiting in line to clock in and out and time spent waiting to clock in and out due to malfunctioning tablets. This time spent waiting in line and waiting for tablets to function correctly was also not compensated by Prime Tech, even though Mr. Mora and other aggrieved employees were subject to Prime Tech's control during this time.

Prime Tech also failed to provide Mr. Mora and other aggrieved employees with all legally compliant meal periods due to Prime Tech's meal period policies/practices, which have resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods. Specifically, Prime Tech used a bell system that required Mr. Mora and other aggrieved employees to be at their workstation before the final lunch bell, resulting in a short meal period. In addition, Prime Tech failed to provide Mr. Mora and other aggrieved employees with second meal periods on shifts over 10.0 hours. On those occasions when Mr. Mora and other aggrieved employees were not provided with all legally-required meal periods to which they were entitled, Prime Tech failed to compensate Mr. Mora and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Prime Tech maintained no payroll code or other mechanism for paying meal period premiums under Labor Code § 226.7 in the event a legally compliant meal period was not provided to its non-exempt employees.

Prime Tech have also failed to authorize and permit all required rest periods for Mr. Mora and other aggrieved employees. Specifically, Prime Tech have often failed to authorize and permit a net 10-minute rest period for every four hours worked or major fraction thereof, and Mr. Mora and other aggrieved employees often have had to take short (less than 10 minutes) rest periods. In addition, Prime Tech failed to provide Mr. Mora and other aggrieved employees with third rest periods on shifts over 10.0 hours. Despite failing to authorize and permit Mr. Mora and other aggrieved employees to take all rest periods to which they are entitled, upon information and belief, during at least a portion of the relevant time period, Prime Tech maintained no mechanism for the payment of rest period premium payments as required by Labor Code section 226.7 and did not pay Mr. Mora and other aggrieved employees any rest period premiums.

As a result of Prime Tech's failure to compensate Mr. Mora and other aggrieved employees for all minimum wages, overtime wages, and meal and rest period premium wages earned, Prime Tech maintained inaccurate payroll records and failed to issue

accurate, compliant, itemized wage statements. As a further result of Prime Tech's failure to compensate Mr. Mora and other aggrieved employees for all minimum wages, overtime wages, and meal and rest period premium wages, Prime Tech failed to pay Mr. Mora and other aggrieved employees all wages owed at the time of their separation of employment with Prime Tech.

As described above, Prime Tech committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 1 ("Wage Order 1"):

Overtime Wage Violations

Prime Tech was required to pay Mr. Mora and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 1, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee." As alleged above, Prime Tech caused Mr. Mora and other aggrieved employees to work in excess of 8 hours in a workday and/or 40 hours in a workweek but did not properly compensate Mr. Mora and other aggrieved employees at one and one-half their regular rate of pay for such hours. Prime Tech also caused Mr. Mora and other aggrieved employees to work in excess of 12 hours in a workday but did not properly compensate Mr. Mora and other aggrieved employees at double their regular rate of pay for such hours. As a result of these policies/practices, Mr. Mora and other aggrieved employees were not compensated for all overtime and double-time wages.

Minimum Wage Violations

Prime Tech was required to pay Mr. Mora and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194, 1194.2, 1197; Wage Order 1, § 4. As alleged above, Prime Tech caused Mr. Mora and other aggrieved employees to work hours in a workweek but did not properly compensate Mr. Mora and other aggrieved employees at least minimum wages for such hours. As a result of these policies/practices, which fail to compensate for all hours worked, Mr. Mora and other aggrieved employees were deprived of all required minimum wages.

Meal Period Violations

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

Rest Period Violations

As alleged above, Prime Tech also failed to authorize and permit Mr. Mora and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 12. As a result, Mr. Mora and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Wage Statement Violations

Prime Tech was required to furnish Mr. Mora and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, total net wages earned, and the name of the legal entity that is the employer. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 1, § 7. As a result of Prime Tech’s failure to pay all overtime, minimum, and double-time wages, and failure to pay all required meal and rest period premium wages, Prime Tech maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Mora and other aggrieved employees in violation of Labor Code § 226. Prime Tech’s failure to comply with its wage statement obligations was knowing and intentional, and Mr. Mora and other aggrieved employees have suffered injury as a result.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Prime Tech failed to timely pay Mr. Mora and other aggrieved employees all of their final wages at the time of separation, which included all overtime, double-time, and minimum wages as well as all meal and rest period premium wages. Pursuant to Labor Code § 203, Prime Tech’s failure to pay all final wages

due to Mr. Mora and other aggrieved employees was willful and, consequently, entitles Mr. Mora and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Prime Tech failed to pay their final wages after their separation, up to a maximum of thirty days.

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

- a. Prime Tech violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Mora and other aggrieved employees all overtime compensation earned;
- b. Prime Tech violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Mr. Mora and other aggrieved employees the statutory minimum wage for all hours worked;
- c. Prime Tech violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Mora and other aggrieved employees at these employees’ respective regular rates of compensation for meal period violations;
- d. Prime Tech violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Mr. Mora and other aggrieved employees all required rest periods and failing to pay rest period premiums to Mr. Mora and other aggrieved employees at these employees’ respective regular rates of compensation for rest period violations;
- e. Prime Tech violated Labor Code § 226 by failing to furnish Mr. Mora and other aggrieved employees with accurate and compliant itemized wage statements;
- f. Prime Tech violated Labor Code §§ 201, 202, and 203 by failing to timely pay all final wages due to Mr. Mora and other aggrieved employees;
- g. Prime Tech violated Labor Code § 204 by failing to pay Mr. Mora and other aggrieved employees all wages earned at least twice during each calendar month; and
- h. Prime Tech violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Mora and other aggrieved employees.

LWDA
November 1, 2022
Page 6 of 6

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

Very truly yours,
HAINES LAW GROUP, APC

A handwritten signature in blue ink, appearing to be 'P. Haines', with a long horizontal flourish extending to the right.

Paul K. Haines

cc: Prime Tech Cabinets, Inc. (via certified mail)