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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ALFREDO LOPEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

CABINETS 2000, LLC, a Delaware limited
liability company; and DOES 1 through 100,
inclusive

Defendants.

Case No. 23STCV26401

*[Assigned for all purposes to the Hon. David
S. Cunningham III, Dept. 11]*

**DECLARATION OF SEAN M.
BLAKELY IN SUPPORT OF
PLAINTIFF'S MOTION FOR
APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT AND REASONABLE
ATTORNEYS' FEES, COSTS, AND
ENHANCEMENT PAYMENT**

Date: January 31, 2025
Time: 10:00 a.m.
Dept.: 11

Complaint filed: October 27, 2023
Trial Date: None Set

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I, SEAN M. BLAKELY, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for the named Plaintiff Alfredo Lopez (“Plaintiff”) and the Aggrieved Employees in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

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

3. Since November 8, 2016, I have worked at my current firm, Haines Law Group, APC, where, in 2020, I became a Partner. I am currently responsible for managing a caseload of over fifty (50) active wage and hour class and PAGA actions in both state and federal court.

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

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

1 settlement involving claims for unpaid overtime and minimum wages, rest period violations,
2 wage statement violations, and waiting time penalties); *Lira v. Discus Dental, LLC, et al.*, Case
3 No. CIVDS1620402, California Superior Court, San Bernardino County, Judge David Cohn
4 presiding (granting final approval of settlement on behalf of non-exempt manufacturing
5 employees involving claims for unpaid minimum and overtime wages, meal and rest period
6 violations, and other claims); *Gonzales v. PathPoint*, Case No. BC657147, California Superior
7 Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of
8 settlement on behalf of non-exempt direct support professionals involving claims for meal and
9 rest period violations and other claims); *Duran v. PRADA USA CORP.*, Case No. BC644319,
10 California Superior Court, Los Angeles County, Judge Maren E. Nelson presiding (granting final
11 approval of settlement on behalf of non-exempt commissioned salespersons involving claims for
12 unpaid overtime wages, meal and rest period violations, failure to reimburse for necessary
13 expenditures, and other claims); *Banegas v. UPM, Inc.*, Case No. BC644438, California Superior
14 Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of
15 settlement on behalf of non-exempt manufacturing employees involving claims for unpaid wages,
16 meal and rest period violations, and other claims); *Palafox v. Pacific Line Clean-Up, Inc.*, Case
17 No. 30-2017-00921632-CU-OE-CXC, California Superior Court, Orange County, Judge William
18 D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees
19 involving claims for unpaid overtime wages, meal and rest period violations, and other claims);
20 *Janet Arroyo v. AST Sportswear, Inc., dba Bayside Apparel Manufacturing, Inc.*, Case No. 30-
21 2017-00909663-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda Sanders
22 presiding (granting final approval of settlement on behalf of non-exempt garment employees
23 involving claims for unpaid minimum wages, meal and rest period violations, and other claims);
24 *Carlos Garcia v. Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC,
25 California Superior Court, Orange County, Judge William D. Claster presiding (granting final
26 approval of settlement on behalf of non-exempt manufacturing employees involving claims for
27 unpaid minimum and overtime wages, meal and rest period violations, and statutory penalties);
28 *Jonathan Leon v. Piercey West, Inc.*, Case No. BC656874, California Superior Court, Los

1 Angeles County, Judge Amy D. Hogue presiding (granting final approval of settlement on behalf
2 of non-exempt commissioned salespersons and other employees involving claims for unpaid
3 wages, meal and rest period violations, unreimbursed business expenses, and other claims);
4 *Matthew Tovar, et al. v. Rentokil North America, Inc.*, Case No. BC676386, California Superior
5 Court, Los Angeles County, Judge Daniel J. Buckley presiding (granting final approval of
6 settlement on behalf of non-exempt employees involving claims for unpaid overtime, meal and
7 rest break violations, and other claims); *Seungmin Samantha Lee v. Infor (US) Inc.*, Case No.
8 CGC-18-566393, California Superior Court, San Francisco County, Judge Ethan P. Schulman
9 presiding (granting final approval of settlement on behalf of sales development representatives
10 involving claims for unpaid overtime, meal and rest period violations, and penalty claims); *Tracy*
11 *Aguilar, et al. v. Aero Port Services, Inc.*, Case No. BC659234, California Superior Court, Los
12 Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf
13 of non-exempt employees involving claims for meal and rest period violations, and other claims);
14 *Carlos Perez, et al. v. Moss Bros. Auto Group, Inc., et al.*, Case No. RIC1709905, California
15 Superior Court, Riverside County, Judge Sunshine S. Sykes presiding (granting final approval of
16 settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid
17 wages, meal and rest period violations, other claims); *Julio Alfaro v. Orange Automotive d/b/a*
18 *Kia of Orange*, Case No. 30-2017-00945105-CU-OE-CXC, California Superior Court, Orange
19 County, Judge Randall J. Sherman presiding (granting final approval settlement on behalf of non-
20 exempt commissioned employees involving claims for unpaid wages, meal and rest period
21 violations, unreimbursed business expenses, and penalty claims); *Sepulveda, et al. v. Caliber*
22 *Collision Transport Service LLC, et al.*, Case No. BC669786, California Superior Court, Los
23 Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf
24 of non-exempt commissioned employees involving claims for unpaid wages, meal and rest period
25 violations, and penalty claims); *Mariela Cruz v. Traina Dried Fruit, Inc.*, Case No. 9000819,
26 California Superior Court, Stanislaus County, Judge Marie Sovey Silveira presiding (granting
27 final approval of settlement on behalf of non-exempt employees involving claims for unpaid
28 wages, meal and rest period violations, and penalty claims); *Joshua Anthony v. Semper Solaris*

1 *Construction Inc.*, Case No. 37-2018-00035320-CU-OE-CTL, California Superior Court, San
2 Diego County, Judge Gregory W. Pollack presiding (granting final approval of settlement on
3 behalf of non-exempt employees involving claims for overtime wages, wage statement penalties,
4 waiting time penalties, and PAGA civil penalties); *Fabio Gallo v. Coast Composites, LLC*, Case
5 No. 30-2018-01016120-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda
6 Sanders presiding (granting final approval of settlement on behalf of non-exempt employees
7 involving claims for wage statement violations and PAGA civil penalties); *Maria Jessenia*
8 *Gomez, et al. v. CareMeridian, LLC*, Case No. BC655730, California Superior Court, Los
9 Angeles County, Judge William F. Highberger presiding (granting final approval of settlement
10 on behalf of non-exempt nursing employees involving claims for meal and rest period violations,
11 minimum and overtime violations, and penalty claims); *Alfredo Villarreal v. Spenuzza, Inc.*, Case
12 No. RIC1902836, California Superior Court, Riverside County, Judge Sunshine S. Sykes
13 presiding (granting final approval of settlement on behalf of non-exempt manufacturing
14 employees involving claims for unpaid wages, meal and rest period violations, and various
15 penalty claims); *Rosalie A. Wayman v. San Fernando Valley Automotive, LLC, et al.*, Case No.
16 19STCV35904, California Superior Court, Los Angeles County, Judge Maren E. Nelson
17 presiding (granting final approval of settlement on behalf of commission-based employees
18 involving claims for unpaid minimum wages, meal and rest period violations, and penalty claims);
19 *Danielle Bradley Queen, et al. v. Unlimited Quest, Inc.*, Case No. CIVDS1716151, California
20 Superior Court, San Bernardino County, Judge David Cohn presiding (granting final approval of
21 settlement on behalf of non-exempt Direct Support Professionals and Program Supervisors
22 involving claims for rest period violations, unpaid wages, failure to reimburse for necessary
23 business expenditures, wage statement violations, and other penalty claims); *Fabian Santana, et*
24 *al. v. A.M. Cabinets, Inc.*, Case No. 19STCV00803, California Superior Court, Los Angeles
25 County, Judge Daniel J. Buckley presiding (granting final approval of settlement on behalf of
26 non-exempt employees involving claims for unpaid wages, meal and rest period violations, wage
27 statement violations, failure to reimburse for necessary business expenditures, and other penalty
28 claims); *Jonathan Reyes-Delcid v. SNS Transportation Services Inc.*, Case No. BC683026, Judge

1 Daniel J. Buckley presiding (granting final approval of settlement on behalf of non-exempt
2 employees involving claims for piece-rate violations, unpaid wages, meal and rest period
3 violations, failure to reimburse for necessary business expenditures, and other penalty claims);
4 *Damien Dana Council v. Professional Courier & Newspaper Distribution, et al.*, Case No.
5 BC715054, California Superior Court, Los Angeles County, Judge Amy D. Hogue presiding
6 (granting final approval of settlement on behalf of non-exempt employees involving claims for
7 unpaid wages, meal and rest period violations, and various penalty claims); and *Jose Jimenez v.*
8 *Fenceworks, Inc.*, Case No. 30-2018-01034150-CU-OE-CXC, California Superior Court, Orange
9 County, Judge William D. Claster presiding (granting final approval of settlement on behalf of
10 non-exempt employees involving claims for piece-rate violations, unpaid wages, meal period
11 violations, and various penalty claims).

12 5. I have also moved to certify and have received an order certifying a class action in
13 *Ontiveros v. Safelite Fulfillment, Inc., et al.*, Case No. CV 15-7118-DMG (RAOx), United States
14 District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six
15 classes of employees for rest period violations, wage statement violations, meal period violations,
16 and overtime and double-time violations); and *Vazquez v. Kraft Heinz Foods Company*, Case No.
17 16-CV-02749-WQH (BLM), United States District Court, Southern District of California,
18 Honorable William Q. Hayes, presiding (certifying unpaid wages classes, meal period classes,
19 wage statement class, and waiting time penalty class).

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

24 7. As counsel for Plaintiff and Aggrieved Employees in this case, I have been
25 intimately involved in every aspect of this case from its inception, and I believe the proposed
26 Settlement is a favorable result for the Aggrieved Employees and the State of California.

27 8. Defendant Cabinets 2000, LLC (“Cabinets 2000”) specializes in manufacturing
28 “frameless European-style cabinets” and cabinet accessories from its Norwalk, California facility.

1 In 2018, Cabinets 2000 was acquired by Cabinetworks Group, a Michigan-based company, which
2 relinquished ownership back to Cabinets 2000 in September 2023.

3 9. On October 27, 2023, Plaintiff filed a class action complaint, alleging violations
4 of the California Labor Code for: (1) meal period violations; (2) rest period violations; (3) failure
5 to pay all overtime wages; (4) wage statement violations; (5) waiting time penalties; and (6) unfair
6 competition. That same day, Plaintiff submitted his notification letter to the California Labor &
7 Workforce Development Agency (“LWDA”) and Cabinets 2000 regarding Cabinets 2000’s
8 alleged Labor Code violations and his intent to pursue a PAGA representative action, as required
9 by Labor Code § 2699.3. Attached hereto as **Exhibit 2** is a true and correct copy of the Plaintiff’s
10 October 27, 2023 PAGA letter. On January 2, 2024, after exhausting his pre-filing PAGA
11 requirements under Labor Code § 2699.3(a)(2)(A), Plaintiff filed the operative First Amended
12 Class and Representative Action Complaint (“FAC”) in this Court to add a cause of action for
13 civil penalties under the PAGA. Shortly after the class action complaint was filed, Cabinets 2000
14 produced an arbitration agreement that Plaintiff signed during his employment with Cabinets
15 2000. In light of this arbitration agreement, Plaintiff requested dismissal of his class claims
16 without prejudice, which the Court ordered on January 29, 2024.

17 10. On July 1, 2024, the Parties participated in mediation before mediator Monique
18 Ngo-Bonnici, Esq., a well-respected wage and hour mediator. Prior to mediation, Cabinets 2000
19 informally produced information and documents pertaining to Plaintiff and other Aggrieved
20 Employees, including, but not limited to, payroll and timekeeping records for Plaintiff and a
21 representative sample of Aggrieved Employees during the PAGA Period; several data points
22 including the number of Aggrieved Employees and the number of aggregate pay periods worked
23 by Aggrieved Employees during the PAGA Period; and its employee handbook and other written
24 policies in effect during the PAGA Period, in order for Plaintiff’s counsel to investigate Plaintiff’s
25 allegations and value the claims prior to mediation. Plaintiff conducted a comprehensive analysis
26 and extrapolation of the data produced by Cabinets 2000 to calculate Cabinets 2000’s potential
27 PAGA exposure.

28 11. During mediation, the Parties vigorously debated Plaintiff’s ability to proceed on

1 a representative basis, the legal basis for Plaintiff's claims and Cabinets 2000's defenses, the
2 potential amount of penalties, and the Parties' data analyses and conclusions based thereon. With
3 the assistance of Ms. Ngo-Bonnici, the Parties agreed to fully and finally resolve Plaintiff's PAGA
4 claim. Over the following months, the Parties negotiated and finalized the Settlement now before
5 the Court.

6 12. A true and correct copy of the fully-executed Settlement Agreement is attached
7 hereto as **Exhibit 1**. The Proposed Notice of PAGA Settlement and Release of Claims is attached
8 as **Exhibit A** to the Settlement Agreement. A red-lined version of the LASC Model PAGA
9 Settlement Agreement, showing all modifications that were made in drafting the Settlement
10 Agreement, is attached hereto as **Exhibit 5**. The Settlement provides for a non-reversionary Gross
11 Settlement Amount of \$225,000.00. After deducting amounts for requested attorneys' fees
12 (\$75,000.00), litigation costs (\$10,491.34), Plaintiff's Enhancement Payment (\$5,000.00), and
13 settlement administration costs (\$4,750.00), the Settlement provides for distribution of a Net
14 Settlement Amount ("NSA") of approximately \$129,758.66 to be paid to Aggrieved Employees
15 and the LWDA. The NSA shall be distributed 75% (approximately \$97,319.00) to the LWDA,
16 and 25% (approximately \$32,439.66) to Aggrieved Employees. There are approximately 341
17 Aggrieved Employees, resulting in average payments of approximately \$95.13 to each Aggrieved
18 Employee.

19 13. Although Plaintiff steadfastly maintains his claims are meritorious, Plaintiff
20 acknowledges that there are substantial risks and uncertainty in proceeding to trial. For example,
21 with respect to Plaintiff's meal period claims, Cabinets 2000 counters that it maintained compliant
22 written meal period policies throughout the PAGA Period and provided compliant meal periods
23 in line with those policies. Cabinets 2000 further contends that it always provided employees with
24 the opportunity to take meal periods and is not required to ensure they are taken. Thus, Cabinets
25 2000 argues, any non-compliant meal periods were the result of lawful employee choice, rather
26 than any policy and/or practice of Cabinets 2000. As for second meal periods, Cabinets 2000
27 asserts many employees choose to waive their second meal periods on shifts over 10.0 hours but
28 less than 12.0 hours, as they may do under Labor Code § 512(a), so that they do not need to stay

1 at work for an extra unpaid 30 minutes. Finally, Cabinets 2000 maintains Plaintiff's meal period
2 claim is not suited for representative treatment, since individual inquiries would be needed to
3 assess which employees, if any, took non-compliant or missed meal periods, how many meal
4 periods were non-compliant or missed, the reasons why a particular employee did not take a meal
5 period on a particular shift, and (for second meals) whether they waived the meal period.

6 14. With respect to Plaintiff's rest period claims, Cabinets 2000 contends that it has
7 maintained and enforced compliant written rest period policies/practices and has always
8 authorized and permitted employees a 10-minute rest period for each four (4) hours worked, or
9 major fraction thereof, as required under the Wage Order, and that any failure to take rest periods
10 was a result of employee choice rather than any Cabinets 2000 policy and/or practice. Cabinets
11 2000 further argues that Plaintiff's rest period claim is not amenable to representative treatment,
12 since individual inquiries would be required to determine which employees failed to take rest
13 periods, how many rest periods they failed to take, and the reasons why each employee failed to
14 take rest period(s) on a particular shift. These manageability concerns are especially present with
15 respect to rest period claims, Cabinets 2000 argues, given that rest periods are not, and need not,
16 be recorded.

17 15. With respect to Plaintiff's claim that he was not paid all overtime wages owed
18 because Cabinets 2000 did not calculate all bonuses into the regular rate of pay, Cabinets 2000
19 contends that it properly included all forms of remuneration when calculating the regular rate of
20 pay and, therefore, paid all overtime wages to Plaintiff and other Aggrieved Employees. Cabinets
21 2000 also argues that the incentive payments at issue were discretionary bonuses and therefore
22 excludable from the "regular rate."

23 16. As a result of Cabinets 2000's alleged failure to pay all wages and all meal and
24 rest period premiums, Plaintiff alleges derivative PAGA claims for failure to issue accurate and
25 itemized wage statements and failure to pay all wages owed at separation. In response, Cabinets
26 2000 argue that Plaintiff underlying claims will fail and, as a result, the derivative claims will also
27 fail. Cabinets 2000 also maintains that any "derivative" PAGA claims for violations of Labor
28 Code Sections 226 or 203 would be entirely duplicative and would be unlikely to be awarded in

any significant manner by a Court.

17. Cabinets 2000 further maintains that even if the Court awarded PAGA penalties for any of the alleged violations, it would substantially reduce the penalties based on the discretionary factors in Labor Code § 2699(e)(2). Indeed, Cabinets 2000 argues, many courts have reduced PAGA penalties drastically where, as here, the employer presented good-faith defenses and attempted to comply with the law.

18. Based on data provided by Cabinets 2000, there were approximately 17,862 Pay Periods worked by the Aggrieved Employees during the PAGA Period. Therefore, assuming that Plaintiff could prove at least one Labor Code violation in each pay period, Plaintiff calculated Cabinets 2000's maximum PAGA exposure at \$1,786,200 (17,862 pay periods * \$100 per violation). In light of Cabinets 2000's arguments and defenses described above, Plaintiff discounted that figure by 50% for a risk of losing on the merits and/or not recovering a PAGA penalty in each and every pay period, and by an additional 70% for risk of the Court reducing penalties, to arrive at a realistic exposure of approximately \$267,930. In the face of Cabinets 2000's defenses on the merits and the Court's discretion to reduce PAGA penalties, Plaintiff felt that the negotiated settlement of \$225,000.00, which represents approximately 84% of Plaintiff's reasonably forecasted total recovery, was clearly in the best interests of the LWDA and the Aggrieved Employees and was well within the range of reasonableness.

19. The request for administration costs of \$4,750.00 is also fair and reasonable. Phoenix Settlement Administrators ("Phoenix") was selected because it is an experienced settlement administrator and returned a reasonable bid. Moreover, Phoenix will perform several important functions that are integral to the implementation of the Settlement. As detailed in the declaration of Jodey Lawrence, submitted concurrently with this Motion, Phoenix will perform duties in connection with this Settlement that are integral in effectuating the Settlement and the Notice process. Among other things, Phoenix will calculate each Individual PAGA Payment, update addresses contained in Cabinets 2000's data, format and translate the Proposed Notice of PAGA Settlement and Release of Claims, and otherwise prepare it for mailing, mail the Notice to the Aggrieved Employees, keep the Parties informed of the status of the mailing, and otherwise

administer the Settlement. Its requested fee is therefore reasonable.

20. My office is requesting attorneys' fees of one-third of the GSA (i.e., \$75,000.00). Based on my experience in similar wage and hour class and representative PAGA actions in California state courts, fee awards in matters such as this one generally equal about one-third of the gross recovery. In addition, and as explained below and in the accompanying Motion, the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent basis. This case involved nuanced legal issues, including the legality of Cabinets 2000's obligations to "provide" meal periods and "authorize and permit" rest periods, as well as the availability and amount of PAGA civil penalties for the alleged Labor Code violations. Given the considerable potential for adverse outcomes in this case, the contingent risk borne by Plaintiff's counsel was great. Thus, the requested fee award is fair, reasonable and adequate and should be approved.

21. Since undertaking representation of Plaintiff, my office has dedicated substantial resources to this litigation without receiving any compensation to date. My office is requesting reimbursement of \$10,491.34 in total costs, which includes an anticipated cost of \$83.40 for the filing and service of the instant Motion. A detailed line-item report of the costs incurred by my office in connection with this case is attached hereto as **Exhibit 3**. These costs include filing fees, copying costs, mediation fees, and other expenses that were all reasonably incurred in the prosecution of this litigation on behalf of Plaintiff and the Aggrieved Employees.

22. In this case, my firm has a lodestar of approximately \$115,735.00 without the use of any multiplier, resulting in a *negative* multiplier compared to the \$75,000.00 fee request. Below is a general summary showing the number of hours of work performed by each attorney and paralegal in my firm on this case.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (18th Year Attorney)	\$850	8.3	\$7,055.00
Sean M. Blakely (15th Year Attorney)	\$750	65.2	\$48,900.00
Joel M. Gordon (10th Year Attorney)	\$650	86.8	\$56,420.00
Firm Paralegals	\$175	19.2	\$3,360.00

Total Lodestar

\$115,735.00

23. Plaintiff's counsel submits that the billing rates used are reasonable in view of the market rates and the rates at which Plaintiff's counsel has been approved at in other courts. My firm works exclusively on a contingency fee basis. Mr. Haines' proposed hourly rate of \$850, my proposed hourly rate of \$750, and Mr. Gordon's proposed hourly rate of \$650 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit 4**.

24. I believe the requested \$5,000 Enhancement Payment to Plaintiff is reasonable given Plaintiff's efforts in this case and the risks he undertook on behalf of Aggrieved Employees. Plaintiff provided substantial factual information and documents to counsel, assisted in identifying potential witnesses and participated in numerous discussions with my office regarding the case. Accordingly, I believe Plaintiff's requested Enhancement Payment is reasonable and should be approved.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 20, 2024, at El Segundo, California.



Sean M. Blakely

EXHIBIT 1

PAGA SETTLEMENT AGREEMENTⁱ

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Alfredo Lopez (“Plaintiff”), acting in a private attorney general capacity on behalf of the California Labor and Workforce Development Agency, and Defendant Cabinets 2000, LLC (“Defendant” or “Cabinets 2000”) (collectively, the “Parties”).

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Cabinets 2000 captioned *Alfredo Lopez v. Cabinets 2000, LLC*, Case No. 23STCV26401 initiated on October 27, 2023, and pending in Superior Court of the State of California, County of Los Angeles, and as set forth in Plaintiff’s correspondence to the California Labor and Workforce Development Agency (“LWDA Letter”) dated October 27, 2023.
- 1.2. “Administrator” means Phoenix Settlement Administrators the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employees” consist of all current and former non-exempt employees who worked for Cabinets 2000 within the state of California at any time from October 27, 2022 until September 2, 2024 (the “PAGA Period”).
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Cabinets 2000’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defense Counsel” means Adam R. Rosenthal and Luke J. Bickel of Sheppard, Mullin, Richter & Hampton, LLP.
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

- 1.10. “Gross Settlement Amount” is the non-reversionary sum of Two Hundred Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00), which represents the total amount payable under this Settlement Agreement by Cabinets 2000 (subject to the Escalator Clause described below), including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiff’s attorneys’ fees and costs, payment of Plaintiff’s enhancement payment, and payment to the Settlement Administrator for administration costs.
- 1.11. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the Net Settlement Amount calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. “LWDA PAGA Payment” means the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts, if approved by the Court, are subtracted from the Gross Settlement Amount: (a) Plaintiff’s attorneys’ fees up to one third of the Gross Settlement Amount; (b) Plaintiff’s litigation costs up to \$20,000.00; (c) Plaintiff’s enhancement payment up to \$5,000.00; and (d) settlement administration costs up to \$4,750.
- 1.16. “PAGA Counsel” means Paul K. Haines, Sean M. Blakely, and Joel M. Gordon, the attorneys representing the Plaintiff in the Action.
- 1.17. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Cabinets 2000 for at least one day during the PAGA Period.
- 1.19. “PAGA Period” means the period from October 27, 2022 until September 2, 2024.ⁱⁱ
- 1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.21. “PAGA Notice” means Plaintiff’s PAGA letter to Cabinets 2000 and the LWDA, LWDA Case No. LWDA-CM-990380-23, providing notice pursuant to Labor Code section 2699.3, subd.(a).

- 1.22. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.23. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.24. "Released Parties" means: Cabinets 2000, Cabinetworks Group (as it relates to its prior ownership Cabinets 2000), and its/their related entities and all past and current officers, directors, owners, parent companies, subsidiaries, shareholders, employees, insurance carriers, attorneys, other agents, predecessors, successors and assigns.
- 1.25. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On October 27, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Cabinets 2000 for violations of the Labor Code on a class-wide basis. On January 2, 2024, Plaintiff filed a First Amended Complaint to add a cause of action pursuant to the Private Attorneys General Act, California Labor Code § 2698, *et seq.* The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint."). On January 29, 2024, Plaintiff's class claims were dismissed pursuant to a signed stipulation by the Parties. Cabinets 2000 denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Cabinets 2000 and the LWDA by sending the PAGA Notice on October 27, 2023.
- 2.3. On July 1, 2024, the Parties participated in an all-day mediation presided over by Monique Ngo-Bonnici, Esq.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, data regarding the number of non-exempt employees who worked for Cabinets 2000 in California during the PAGA Period, total pay periods worked during the PAGA Period, and other information propounded by Cabinets 2000. Plaintiff also obtained a random sampling of timekeeping and payroll data for approximately 20% of all Aggrieved Employees propounded by Cabinets 2000. Plaintiff also obtained relevant wage and hour policies, and other relevant data and information.
- 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Cabinets 2000 promises to pay \$225,000 as the non-reversionary Gross Settlement Amount. Cabinets 2000 has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement.ⁱⁱⁱ The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Cabinets 2000.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third, which is currently estimated to be \$75,000, and PAGA Counsel Litigation Expenses Payment of not more than \$20,000. Cabinets 2000 will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Cabinets 2000 harmless, and indemnifies Cabinets 2000, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$4,750.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$4,750.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3. Plaintiff's Representative Enhancement Payment: A representative enhancement payment of \$5,000.00 to acknowledge the Plaintiff's time, effort, and significant risks undertaken, including providing substantial factual information, documents, and active participation in this class action litigation.
- 3.2.4. To the LWDA and Aggrieved Employees: One hundred percent (100%) of the Net Settlement Amount shall be designated as "civil penalties" and shall be distributed 75% to the LWDA and 25% to Aggrieved Employees, pursuant to Labor Code §

2699(i). The 25% portion to be paid to Aggrieved Employees shall be paid as Individual PAGA Payments to all Aggrieved Employees pro rata, based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Cabinets 2000 estimates there are 341 Aggrieved Employees who worked a total 17,862 of PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 15 days, Cabinets 2000 will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Cabinets 2000 has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Cabinets 2000 must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Cabinets 2000 shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Cabinets 2000 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses

Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

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

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

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

4.4.4. The payment of Individual PAGA Payments shall not obligate Cabinets 2000 to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Cabinets 2000 fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff

acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Aggrieved Employees:

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

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2))); (iv) a redlined version

of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

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

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records, Cabinets 2000 estimates that, as of the date of this Settlement Agreement, there are 341 Aggrieved Employees who worked 17,862 Pay Periods from October 27, 2022 through June 1, 2024. This is a material representation for Plaintiff to enter into this agreement. Should the actual number of pay periods during the PAGA Release Period increase beyond 10%, Cabinets 2000 may elect to either: (1) increase the Gross Settlement Amount by the percentage increase in the number of PAGA pay periods above 10% (e.g. if the number of PAGA pay periods increases by 11%, the Gross Settlement Amount will increase by 1%); or (2) end the Class Period on the date on which the number of Pay Periods reached 19,648.

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

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Cabinets 2000 that any of the allegations in the Operative Complaint have merit or that Cabinets 2000 has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Cabinets 2000's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Cabinets 2000 reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Cabinets 2000's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement

between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Cabinets 2000, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Cabinets 2000 nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders

entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Cabinets 2000 in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Cabinets 2000 unless, prior to the Administrator's payment of all Settlement Funds, Cabinets 2000 makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

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

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

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, California 90205

To Cabinets 2000: Sheppard, Mullin, Richter & Hampton, LLP
12275 El Camino Real, Suite 100
San Diego, California 92130

Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.16 Stay of Litigation. The Parties agree that upon the execution of this Agreement

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

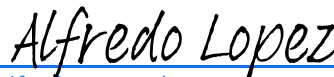
DATED: 09/09, 2024

DEFENDANT CABINETS 2000, LLC

By: 
Title: President

DATED: 09/08/24, 2024

PLAINTIFF ALFREDO LOPEZ

By: 
Alfredo Lopez (Sep 8, 2024 18:19 PDT)
Plaintiff

APPROVED AS TO FORM:

DATED: September 9, 2024

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By: 
Adam R. Rosenthal
Luke J. Bickel
Attorneys for Defendant

DATED: September 5, 2024

HAINES LAW GROUP, APC

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

ⁱThis Form PAGA Settlement Agreement has been approved by the Court, the complex litigation judges and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue and comprised of 16 attorneys who regularly represent plaintiffs and defendants in wage and hour cases. It was drafted for settlements of single plaintiff PAGA claims against a single employer (XYZ). The parties will need to revise this form if there are multiple Plaintiffs or multiple Defendants. For settlements of wage and hour class actions that include PAGA claims, please use the Form Class Action and PAGA Settlement Agreement and Class Notice.

ⁱⁱ See endnote ii above. THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO

ATTACH A REDLINED VERSION TO THEIR MOTIONS OR APPLICATIONS FOR APPROVAL SO THAT THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.

ⁱⁱⁱ The Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.

^{iv} Insert negotiated terms, if any, addressing the possibility that XYZ's estimates of the number of Aggrieved Employees or Pay Periods turn out to be understated such as an ADR clause imposing a duty to engage in good faith negotiations or mediation or an "escalator" clause memorializing XYZ's promise to increase the Gross Settlement Amount in an agreed upon proportion to the percentage by which the calculated number of Aggrieved Employees or Pay Periods exceeds XYZ's estimates.

EXHIBIT A

Re: Alfredo Lopez v. Cabinets 2000, LLC
Superior Court of California for the County of Los Angeles; Case No. 23STCV26401

Date: / /2024

SIMID
Name
Address

Dear **Name**:

Enclosed, please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Alfredo Lopez v. Cabinets 2000, LLC, et al.*, Case No. 23STCV26401, pending in the Superior Court of the State of California for the County of Los Angeles (the “Action”).

The Action was filed against Cabinets 2000, LLC (“Cabinets 2000”) and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). The Action was brought by Plaintiff Alfredo Lopez (“Plaintiff”), a former employee of Cabinets 2000, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

Plaintiff claimed that Cabinets 2000 owed civil penalties under PAGA for alleged violations of the California Labor Code. The parties have reached a settlement of Plaintiff’s claims, and on **[DATE]**, the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California’s Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to employees of Cabinets 2000 who were allegedly affected by the alleged violations of the Labor Code. Your payment is based on the proportionate number of pay periods you worked for Cabinets 2000 in California from October 27, 2022 until September 2, 2024 (the “PAGA Period”). Based on Cabinets 2000’s records, you worked **[Number]** **pay periods** during the PAGA Period.

In agreeing to this settlement, Cabinets 2000 does not admit that it is liable in any way to current or former employees for any violations of the California Labor Code or any penalties. The Court has not decided the merits of Plaintiff’s claims.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller to be deposited in the Unclaimed Property Fund in your name. If you are still employed by Cabinets 2000, your decision to cash the check will not affect your employment.

While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only. The Release applies to Cabinets 2000, Cabinetworks Group (as it relates to its prior ownership Cabinets 2000), and its/their related entities, former, present and future officers, directors, owners, parent companies, subsidiaries, shareholders, employees, insurance carriers, attorneys, other agents, predecessors, successors and assigns. The release includes all claims under the PAGA that were alleged in, or could have been alleged based on the facts alleged in, Plaintiff’s complaint in the Action, including claims for civil penalties under the PAGA based on Cabinets 2000’s alleged violations of Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1198, and California Industrial Commission Wage Orders, and all claims for attorneys’ fees and costs and statutory interest in connection therewith, which arose during the PAGA Period.

If you have any questions, you can contact Phoenix Settlement Administrators, the Settlement Administrator, at 1- [REDACTED] - [REDACTED].

EXHIBIT 2

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

October 27, 2023

VIA LWDA WEBSITE

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

Re: *Alfredo Lopez v. Cabinets 2000, LLC*

To Whom It May Concern:

Please be advised that this law firm represents Alfredo Lopez (“Mr. Lopez”) in claims arising from his employment with Cabinets 2000, LLC; and Does 1 through 100 (collectively “Cabinet 2000”). Mr. Lopez is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Cabinets 2000’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 Cabinet 2000’s non-exempt employees who worked for Cabinet 2000 in California during the one year immediately preceding the date of this letter through the present.

Mr. Lopez was employed by Cabinet 2000 as a non-exempt employee in the position of “Assembler,” in which his job duties included assembling drawers and cabinets, from approximately May 2014 until approximately March 21, 2023.

Cabinet 2000’s meal period policies/practices failed to provide Mr. Lopez and other aggrieved employees with all legally compliant meal periods because they failed to provide Mr. Lopez and other aggrieved employees with a timely, duty-free, and uninterrupted 30-minute meal period commencing before the end of the fifth hour of work. Specifically, Mr. Lopez and other aggrieved employees began their workday at 5:00 a.m. but were not permitted to begin their lunch breaks until 10:45 a.m. Cabinet 2000 also utilized a bell system to “warn” Mr. Lopez and other aggrieved employees several minutes before the meal period was set to end and required Mr. Lopez and other aggrieved employees to be at their workstations when the second bell rang, exactly thirty minutes after the start of the meal period. Thus, Mr. Lopez and other aggrieved employees were never permitted to take their full 30-minute meal period before being required to return to their workstations. Additionally, Mr. Lopez and other aggrieved employees were not provided with a second 30-minute meal period when they work shifts of over 10.0 hours. Cabinet 2000 has failed to compensate Mr. Lopez and non-exempt 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, Cabinet 2000 has maintained no mechanism for the payment of meal period premium payments as required by Labor Code § 226.7, in the event that legally-compliant meal periods are not provided.

Mr. Lopez and other aggrieved employees were not authorized and permitted to take all legally compliant rest periods due to Cabinet 2000's rest period policies/practices, which fail to authorize and permit an off-duty rest period for every four hours worked, or major fraction thereof. Specifically, due to work demands imposed by Cabinet 2000, Mr. Lopez and other aggrieved employees were regularly prevented from being relieved of all work duties during required rest periods. Cabinet 2000 also failed to provide Mr. Lopez and other aggrieved employees from taking 10 minutes of net rest in areas away from the workstation appropriate for rest. On the occasions when Mr. Lopez and other aggrieved employees were not provided with all of the legally compliant rest periods to which he was entitled, Cabinet 2000 failed to compensate Mr. Lopez and other aggrieved employees with the required rest period premium at the regular rate of pay for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Cabinet 2000 maintained no payroll code or other mechanism for the payment of rest period premiums as required by Labor Code § 226.7 in the event a legally compliant rest period was not provided to its non-exempt employees.

During Mr. Lopez's and other aggrieved employees' employment with Cabinet 2000, Mr. Lopez and other aggrieved employees often worked over 8 hours per workday and/or over 40 hours per workweek but did not receive overtime compensation equal to one and one-half times their "regular rate" of compensation for working overtime hours and/or double their regular rate of pay for working over 12 hours in a workday. Specifically, Cabinet 2000 paid Mr. Lopez and other aggrieved employees non-discretionary bonuses and/or other forms of pay that are not excludable from an employee's "regular rate" of pay (collectively, "Incentive Pay"), including, but not limited to, payments denoted in their wage statements as a "Production Bonus." However, Cabinet 2000 failed to properly incorporate Incentive Pay into Mr. Lopez's and other aggrieved employees' regular rates of pay, thereby miscalculating and underpaying the overtime and/or double-time wages owed to them.

During Mr. Lopez's and other aggrieved employees' employment with Cabinet 2000, Cabinet 2000 also failed to properly incorporate the value of earned Incentive Pay into the regular rate of pay when calculating the employees' sick time pay and meal period premiums. Instead, Cabinet 2000 paid Mr. Lopez and other aggrieved employees at their base rates of pay for sick time pay earned and for their meal period premiums, in violation of California law.

As a result of Cabinet 2000's failure to compensate Mr. Lopez and other aggrieved employees for all meal and rest period premium wages, and sick time pay at the correct regular rate of pay, Cabinet 2000 maintained inaccurate payroll records and failed to issue

accurate, compliant, itemized wage statements. As a further result, Cabinet 2000 failed to pay Mr. Lopez and other aggrieved employees all wages owed at the time of their separation of employment with Cabinet 2000, including sick pay at the regular rate of pay.

As described above, Cabinets 2000 committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 1 (“Wage Order 1”):

Meal Period Violations

As alleged above, Cabinets 2000 failed to provide Mr. Lopez 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. Lopez 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, Cabinets 2000 also failed to authorize and permit Mr. Lopez 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. Lopez 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.”)

Overtime Wage Violations

Cabinets 2000 was required to pay Mr. Lopez 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 13, § 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, Cabinets 2000 caused Mr. Lopez and other aggrieved employees to work overtime hours, but did

not compensate Mr. Lopez and other aggrieved employees with one and one-half times their regular rate of pay for such hours. As a result of these policies/practices, Mr. Lopez and other aggrieved employees were not compensated for all overtime and double-time wages.

Wage Statement Violations

Cabinets 2000 was required to furnish Mr. Lopez 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 Cabinets 2000's failure to pay all overtime and double-time wages, and failure to pay all required meal and rest period premium wages, Cabinets 2000 maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Lopez and other aggrieved employees in violation of Labor Code § 226. Cabinets 2000's failure to comply with its wage statement obligations was knowing and intentional, and Mr. Lopez 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. Cabinets 2000 failed to timely pay Mr. Lopez and other aggrieved employees all of their final wages at the time of separation, which included all overtime and double-time wages, as well as all meal and rest period premium wages. Pursuant to Labor Code § 203, Cabinets 2000's failure to pay all final wages due to Mr. Lopez and other aggrieved employees was willful and, consequently, entitles Mr. Lopez and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Cabinets 2000 failed to pay their final wages after their separation, up to a maximum of thirty days.

As an "aggrieved employee," Mr. Lopez 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. Lopez's own investigation, and on information and belief, Cabinets 2000 committed and continues to commit the following Labor Code violations:

- a. Cabinets 2000 violated Labor Code §§ 226.7, 512, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Lopez and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- b. Cabinets 2000 violated Labor Code §§ 226.7, 516, and 1198 by failing to authorize and permit Mr. Lopez and other aggrieved employees all required rest periods and failing to pay rest period premiums to Mr. Lopez and other

aggrieved employees at these employees' respective regular rates of compensation for rest period violations;

- c. Cabinets 2000 violated Labor Code §§ 204, 510, 1194, and 1198 by failing to pay Mr. Lopez and other aggrieved employees all overtime compensation earned;
- d. Cabinets 2000 violated Labor Code § 226 by failing to furnish Mr. Lopez and other aggrieved employees with accurate and compliant itemized wage statements;
- e. Cabinets 2000 violated Labor Code §§ 201, 202, and 203 by failing to timely pay all final wages due to Mr. Lopez and other aggrieved employees;
- f. Cabinets 2000 violated Labor Code § 204 by failing to pay Mr. Lopez and other aggrieved employees all wages earned at least twice during each calendar month; and
- g. Cabinets 2000 violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Lopez and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Cabinets 2000 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



Paul K. Haines

cc: Cabinets 2000, LLC (via certified mail)

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 10/28/2023

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8336 2206 62

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 10/27/2023

ORIGINAL INTENDED RECIPIENT:

CABINETS 2000 LLC

C/O: CT CORPORATION SYSTEM

330 N BRAND BLVD STE 700

GLENDALE CA 91203-2336



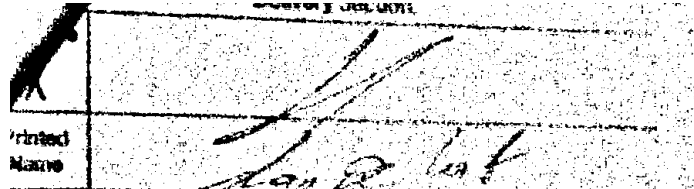
Mailer: Haines Law Group

Date Produced: 11/01/2023

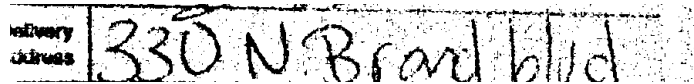
ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8336 2206 62. Our records indicate that this item was delivered on 10/31/2023 at 07:57 a.m. in GLENDALE, CA 91209. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

CABINETS 2000 LLC
C/O: CT CORPORATION SYSTEM
STE 700
330 N BRAND BLVD
GLENDALE CA 91203-2336

Customer Reference Number: C4566757.27344836

EXHIBIT 3

HAINES LAW GROUP

EMPLOYMENT ATTORNEYS

October 9, 2024

Alfredo Lopez

Additional Charges :

			<u>Qty/Price</u>	<u>Amount</u>
10/26/2024	GB	Filing fee for: LWDA. Order #: ORD-000257812	1 75.00	75.00
10/27/2024	IDLC	First legal's filing fee for: Complaint, civil case cover sheet, summons Direct E-filing Order #: 5494507 Base charge + Additional charges + Adv/wit ck + Check charge	1 1,506.10	1,506.10
10/31/2024	ALL	Postage for October, 2023.	1 21.78	21.78
10/31/2024	ALL	Copying cost for October, 2023.	24 0.25	6.00
11/1/2024	IDLC	First legal's filing fee for: Notice of posting of jury fees Direct E-filing Order #: 5498882 Base charge + Additional charges + Adv/wit ck + Check charge	1 169.70	169.70
11/10/2024	IDLC	First Legal's service fee for: Summons and complaint Process- 3 days Order #: 5510537 Base charge + PDF/Ship + Fuel charge	1 98.67	98.67
11/14/2023	IDLC	First legal's Filing fee for: Proof of personal service Direct E-filing Order #: 5514013 Base charge + Additional charges	1 13.70	13.70
11/29/2023	IDLC	First legal's filing fee for: Proof of service (Not First legal's filing fee for: Proof of service (Not summons and complaint) Direct E-filing Order #: 5530015 Base charge + Additional charges	1 13.70	13.70

10/9/2024

			<u>Qty/Price</u>	<u>Amount</u>
1/2/2024	IDLC	First legal's Filing fee for: Amended complaint Direct E-filing Order #: 5565636 Base charge + Additional charges	1 16.15	16.15
1/23/2024	IDLC	First legal's filing fee for: Stipulation and [proposed] order to dismiss class claims and stay case pending mediation, Declaration of SMB in support of plaintiff's request for dismissal of class claims without prejudice, Proof of service (Not summons and complaint). Direct E-filing Order #: 5590817 Base charge + Additional charges + Adv/wit ck + Check charge	1 36.95	36.95
1/31/2024	ALL	Postage for January, 2024.	1 2.70	2.70
1/31/2024	ALL	Copying cost for January, 2024.	19 0.25	4.75
2/29/2024	ALL	Signature Resolution's mediation fee for July 1, 2024 mediation. Invoice #: PR30451	1 7,950.00	7,950.00
4/2/2024	ALL	Case Anywhere service fee for 1/17/24-3/31/24 Invoice #: 322858	1 138.54	138.54
6/24/2024	IDLC	LA County document purchase fee for: Civil name search for "Cabinets 2000". Receipt #: PA-2024-276627671	1 1.00	1.00
6/30/2024	ALL	Westlaw cost for June, 2024.	1 59.20	59.20
7/2/2024	ALL	Case Anywhere service fee for 4/1/24-6/30/24 INVOICE#: 333722	1 147.00	147.00
10/3/2024	ML	Case Anywhere service fee for 7/1/24-9/30/24 Invoice #: 345157	1 147.00	147.00
Total additional charges				\$10,407.94
Balance due				\$10,407.94

EXHIBIT 4

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 5

~~[MODEL] CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE~~

This ~~Class Action and~~ PAGA Settlement Agreement (“Agreement”) is made by and between ~~plaintiff~~ (“Plaintiff”) and defendant XYZ

(“XYZ”). The Agreement refers to Plaintiff and XYZ collectively as “Parties,” or individually as “Party.” ~~Alfredo Lopez (“Plaintiff”), acting in a private attorney general capacity on behalf of the California Labor and Workforce Development Agency, and Defendant Cabinets 2000, LLC (“Defendant” or “Cabinets 2000”) (collectively, the “Parties”).~~

1. DEFINITIONS.

1.1. “Action” means the Plaintiff’s ~~PAGA~~ lawsuit alleging wage and hour violations against ~~XYZ Cabinets 2000~~ captioned ~~Alfredo Lopez v. Cabinets 2000, LLC, Case No. 23STCV26401~~ initiated on ~~October 27, 2023~~, and pending in Superior Court of the State of California, County of Los Angeles, ~~and as set forth in Plaintiff’s correspondence to the California Labor and Workforce Development Agency (“LWDA Letter”) dated October 27, 2023.~~

1.2. “Administrator” means ~~Phoenix Settlement Administrators~~ the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4. ~~—~~ “Aggrieved Employee” means ~~[e.g., a person employed by XYZ in California]~~ Employees consist of all current and ~~classified as a~~ former non-exempt employees who worked for XYZ ~~during Cabinets 2000 within the state of California at any time from October 27, 2022 until September 2, 2024 (the “PAGA Period”).~~

1.5. “Class” means ~~[define class e.g., all persons employed by XYZ in California and classified as~~ who worked for XYZ during the Class Period].

1.6. “Class Counsel” means ~~_____~~.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

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Style Definition: Table Paragraph: Indent: Left: 0"

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~~4.8.1.5. “Class “Aggrieved Employee Data” means Class Member Aggrieved Employee identifying information in XYZ’s Cabinets 2000’s possession including the Class Member’s Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.~~

~~4.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).~~

~~4.10. “Class Member “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Class Member Aggrieved Employee mailing addresses using all reasonably available~~

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~~1.6. sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members Aggrieved Employees.~~

~~1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English [with a Spanish translation, if applicable] in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.~~

~~1.12. “Class Period” means the period from _____ to _____.~~ⁱⁱ

~~1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.~~

~~1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.~~

~~1.15. 1.7. “Court” means the Superior Court of California, County of Los Angeles.~~

~~1.16. “XYZ” means named Defendant _____.~~

~~1.17. 1.8. “Defense Counsel” means —Adam R. Rosenthal and Luke J. Bickel of Sheppard, Mullin, Richter & Hampton, LLP.~~

~~1.18. “Effective Date” means the date by when both of the following have occurred:~~

~~1.9. (a) the Court enters a Judgment on its Order Granting Final Approval of Approving the PAGA Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.~~

~~1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.~~

~~1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.~~

~~1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.~~

~~1.22. “Gross Settlement Amount” means \$ _____ which is the total amount XYZ agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual~~

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~~PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.~~

~~1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.~~

~~1.10. "Gross Settlement Amount" is the non-reversionary sum of Two Hundred Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00), which represents the total amount payable under this Settlement Agreement by Cabinets 2000 (subject to the Escalator Clause described below), including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiff's attorneys' fees and costs, payment of Plaintiff's enhancement payment, and payment to the Settlement Administrator for administration costs.~~

~~1.24.1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA PenaltiesNet Settlement Amount calculated according to the number of WorkweeksPay Periods the Aggrieved Employee worked during the PAGA Period.~~

~~1.25.1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.~~

~~1.26.1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).~~

~~1.27.1.14. "LWDA PAGA Payment" means the 75% of the PAGA PenaltiesNet Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).~~

~~1.15. "Net Settlement Amount" means is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts, if approved by the Court, are subtracted from the Gross Settlement Amount, less the following payments: (a) Plaintiff's attorneys' fees up to one third of the Gross Settlement Amount; (b) Plaintiff's litigation costs up to \$20,000.00; (c) Plaintiff's enhancement payment up to \$5,000.00; and (d) settlement administration costs up to \$4,750.~~

~~1.16. "PAGA Counsel" means Paul K. Haines, Sean M. Blakely, and Joel M. Gordon, the attorneys representing the Plaintiff in the amounts approved by the Court. Individual PAGA Payments, the LWDA Action.~~

~~1.28.1.17. "PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class" and "PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.~~

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~~1.29. “Non Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.~~

~~1.30.1.18. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for XYZ Cabinets 2000 for at least one day during the PAGA Period.~~

~~1.31.1.19. “PAGA Period” means the period from _____ to _____, ⁱⁱⁱOctober 27, 2022 until September 2, 2024.ⁱⁱ~~

~~1.32.1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).~~

~~1.33.1.21. _____ “PAGA Notice” means Plaintiff’s _____ PAGA letter to XYZ Cabinets 2000 and the LWDA {and Plaintiff’s _____ letter to XYZ and the LWDA} Case No. LWDA-CM-990380-23, providing notice pursuant to Labor Code section 2699.3, subd.(a).~~

~~1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (_____) and the 75% to LWDA (_____) in settlement of PAGA claims.~~

~~1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.~~

~~1.36. “Plaintiff” means _____, the named plaintiff in the Action.~~

~~1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.~~

~~“Preliminary~~

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~~1.38.1.22.~~ "Approval Order" means the proposed ~~Court~~ Order Granting ~~Preliminary Approval and~~ Approval of PAGA Settlement.

~~1.39.1.23.~~ "Released ~~Class~~PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph ~~6.25~~ below.

~~1.40.~~ "Released PAGA Claims" means the claims being released as described in Paragraph 6.2 below.

~~1.41.1.24.~~ "Released Parties" means: ~~XYZ and each of its former and present Cabinets 2000, Cabinetworks Group (as it relates to its prior ownership Cabinets 2000), and its/their related entities and all past and current officers, directors, officers, owners, parent companies, subsidiaries, shareholders, owners, [members], employees, insurance carriers, attorneys, insurers, other agents, predecessors, successors, and assigns [subsidiaries] [affiliates].~~

~~1.42.~~ "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

~~1.43.~~ "Response Deadline" means [e.g., 60] days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

~~1.44.1.25.~~ "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

~~1.45.~~ "Workweek" means any week during which a Class Member worked for XYZ for at least one day, during the Class Period.^{iv}

2. RECITALS.

~~2.1.~~ On ~~October 27, 2023~~, Plaintiff commenced this Action by filing a Complaint alleging causes of action against ~~XYZCabinets 2000~~ for ~~the violations of the Labor Code on a class-wide basis. On January 2, 2024, Plaintiff filed a First Amended Complaint to add a cause of action pursuant to the Private Attorneys General Act, California Labor Code § 2698, et seq. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint.")~~ [On ~~January 2, 2024~~, Plaintiff filed a [e.g., First Amended Complaint] alleging causes of action against XYZ for ~~the violations of the Labor Code on a class-wide basis. On January 2, 2024, Plaintiff filed a First Amended Complaint to add a cause of action pursuant to the Private Attorneys General Act, California Labor Code § 2698, et seq. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint.")~~]. The [e.g., First Amended] Complaint is the operative complaint in the Action (the "Operative

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2.1. Complaint.”)] XYZ.”). On January 29, 2024, Plaintiff’s class claims were dismissed pursuant to a signed stipulation by the Parties. Cabinets 2000 denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to XYZ Cabinets 2000 and the LWDA by sending the PAGA Notice on October 27, 2023.

2.3. On (type in additional dates) (On July 1, 2024, the Parties

2.3. participated in an all-day mediation presided over by which led to this Agreement to settle the Action (describe alternative means of negotiation): Monique Ngo-Bonnici, Esq., (describe alternative means of negotiation)

2.4. Prior to mediation negotiating the Settlement, Plaintiff obtained, through

2.4. formal informal discovery, (documents, testimony data regarding the number of non-exempt employees who worked for Cabinets 2000 in California during the PAGA Period, total pay periods worked during the PAGA Period, and other information propounded by Cabinets 2000. Plaintiff also obtained Plaintiff’s investigation was sufficient to satisfy the criteria a random sampling of timekeeping and payroll data for court approval set forth in Dunk v. Foot Locker Retail, Inc. (1996) 48 Cal.App.4th 1794, 1801 and Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 129-130 (“Dunk/Kullar”) approximately 20% of all Aggrieved Employees propounded by Cabinets 2000. Plaintiff also obtained relevant wage and hour policies, and other relevant data and information.

2.5. The Court has has not granted class certification.
(insert details as needed)

2.6-2.5. The Parties, Class PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

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3. MONETARY TERMS.

- 3.1. — ~~Gross Settlement Amount. Except as otherwise~~
provided by Paragraph 9 below, ~~XYZCabinets 2000~~ promises to pay \$~~— and no~~
~~more~~225,000 as the ~~non-reversionary~~ Gross Settlement Amount ~~[and to separately pay~~
~~any and all employer payroll taxes owed on the Wage Portions of the Individual Class~~
~~Payments.] XYZ. Cabinets 2000~~ has no obligation to pay the Gross Settlement
Amount ~~(or any payroll taxes)~~ prior to the deadline stated in Paragraph 6.1 of this
Agreement.^{viii} The Administrator will disburse the entire Gross Settlement Amount
without asking or requiring ~~Participating Class Members or~~ Aggrieved Employees to
submit ~~any claim as a condition of payment. None of the Gross Settlement Amount~~
will revert to ~~XYZCabinets 2000.~~
- 3.2. — ~~Payments from the Gross Settlement Amount. The Administrator will make and~~
~~deduct the following payments from the Gross Settlement Amount, in the amounts~~
~~specified by the Court in the Final Approval:~~
- 3.2.1. — ~~To Plaintiff: Class Representative Service Payment to the Class~~
~~Representative~~ ~~PAGA Counsel: A PAGA Counsel Fees Payment of not more~~
~~than \$— (in addition to any Individual Class Payment [and any Individual~~
~~PAGA Payment] the Class Representative is~~

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~~1.1.1.~~ entitled to receive as a Participating Class Member). XYZ will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than [16 court] days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment one-third.

~~3.2.2.3.2.1.~~ ~~To Class Counsel:~~ A Class Counsel Fees Payment of not more than %, which is currently estimated to be \$ 75,000, and a ClassPAGA Counsel Litigation Expenses Payment of not more than \$ 20,000. XYZCabinets 2000 will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or ClassPAGA Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than [16 court] days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and an application or a Classmotion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to ClassPAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any ClassPAGA Counsel Fee Payment and/or ClassPAGA Counsel Litigation Expenses Payment. The Administrator will pay the ClassPAGA Counsel Fees Payment and ClassPAGA Counsel Expenses Payment using one or more IRS 1099 Forms. ClassPAGA Counsel assumes full responsibility and liability for taxes owed on the ClassPAGA Counsel Fees Payment and the ClassPAGA Counsel Litigation Expenses Payment and holds XYZCabinets 2000 harmless, and indemnifies XYZCabinets 2000, from any dispute or controversy regarding any division or sharing of any of these Payments.

~~3.2.3.3.2.2.~~ To the Administrator: An Administrator Expenses Payment not to exceed \$ 4,750.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$ 4,750.00, the Administrator will retain the remainder in the Net Settlement Amount.

~~3.2.3.~~ Plaintiff's Representative Enhancement Payment: A representative enhancement payment of \$5,000.00 to acknowledge the Plaintiff's time, effort, and significant risks undertaken, including providing substantial factual information, documents, and active participation in this class action litigation.

~~3.2.4.~~ To Each Participating Class Member: An Individual Class Payment

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~~calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.~~

~~3.2.4.1. _____ Tax Allocation of Individual Class Payments, % _____ of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The % _____ of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for [e.g., interest and penalties] (the~~

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~~“Non-Wage Portion”).^{vi} The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.~~

~~3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.~~

~~3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$ _____ to be paid from the Gross Settlement Amount, with 75% (\$ _____) allocated to the LWDA PAGA Payment and 25% (\$ _____) allocated to the Individual PAGA Payments.~~

~~3.2.4. the LWDA and Aggrieved Employees: One hundred percent (100%) of the Net Settlement Amount shall be designated as “civil penalties” and shall be distributed 75% to the LWDA and 25% to Aggrieved Employees, pursuant to Labor Code § 2699(i). The 25% portion to be paid to Aggrieved Employees shall be paid as Individual PAGA Payments to all Aggrieved Employees pro rata, based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period.~~

~~3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA-~~

~~3.2.5.1. Penalties \$ _____ by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.~~

~~3.2.5.2, 3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.~~

4. SETTLEMENT FUNDING AND PAYMENTS.

~~4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, XYZ Cabinets 2000 estimates there are~~

~~_____ Class Members who collectively worked a total of _____~~

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Workweeks, and _____ of 341 Aggrieved Employees who worked a total
7,862 of PAGA Pay Periods.

4.2. _____ Class Aggrieved Employee Data. Not later than [e.g., Within 15] days after the Court grants Preliminary Approval of the Settlement, XYZ, Cabinets 2000 will simultaneously deliver the Class Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' Aggrieved Employee' privacy rights, the Administrator must maintain the Class Aggrieved Employee Data in confidence, use the Class Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Aggrieved Employee Data to Administrator employees who need access to the Class Aggrieved Employee Data to effect and perform under this Agreement. XYZ Cabinets 2000 has a continuing duty to immediately notify Class PAGA Counsel if it discovers that the Class Aggrieved Employee Data omitted class member employee identifying information and to provide corrected or updated Class Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which XYZ Cabinets 2000 must send the Class Aggrieved Employee Data

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

4.3. — ~~Funding of Gross Settlement Amount.~~ ~~XYZ Cabinets 2000~~ shall fully fund the Gross Settlement Amount, ~~and also fund the amounts necessary to fully pay XYZ's share of payroll taxes~~ by transmitting the funds to the Administrator no later than ~~{14}~~ days after the Effective Date.

4.4. — ~~Payments from the Gross Settlement Amount.~~ Within ~~{14}~~ days after ~~XYZ Cabinets 2000~~ funds the Gross Settlement Amount, the Administrator will mail checks for all Individual ~~Class Payments~~, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the ~~Class PAGA Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.~~ Disbursement of the ~~Class Counsel Fees Payment, the Class PAGA Counsel Litigation Expenses Payment and the Class Representative Service Payment~~ shall not precede disbursement of Individual ~~Class Payments and Individual PAGA Payments~~.

4.4.1. The Administrator will issue checks for the Individual ~~Class Payments and/or Individual PAGA Payments~~ and send them to the ~~Class Members Aggrieved Employees~~ via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. ~~The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.~~

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

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Employee prior to the void date.

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

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~~Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).] [or to a Court approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient") _____]. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.~~

4.4.4. The payment of Individual ~~Class Payments and Individual~~ PAGA Payments shall not obligate ~~XYZ Cabinets 2000~~ to confer any additional benefits or make any additional payments to ~~Class Members~~ the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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~~6.5. RELEASES OF CLAIMS. Effective on the date when XYZ Cabinets 2000 fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class PAGA Counsel will release claims against all Released Parties as follows:~~

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~~6.1.5.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences [that occurred during the Class PAGA Period], including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, [or ascertained during the Action and released under 6.2, below], ("Plaintiff's Release.")~~ Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the ~~Class PAGA~~ Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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~~6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:~~

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~~5.1.1 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~~

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materially affected his or her settlement with the debtor or Released Party.

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~~6.2 Release by Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint [and ascertained in the course of the Action] [including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.]. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.~~

~~Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are~~

5.2 Release by Aggrieved Employees:

~~6.3 All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint[,] [and] the PAGA Notice [and ascertained in the course of the Action] [including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.], and the PAGA Notice.~~

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5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR PRELIMINARY APPROVAL OF SETTLEMENT. The Parties-

~~7. agree to jointly prepare and file a-an application or motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approval of this Settlement.~~

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~~7.1 XYZ's Declaration in Support of Preliminary Approval. Within _____ days of the full execution of this Agreement, XYZ will prepare and deliver to Class Counsel a signed Declaration from XYZ and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense Counsel and XYZ shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.~~

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~~7.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA; this Settlement under Labor Code Section 2699, subd. (f)(2); (ii) including (i) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and Aggrieved Employees or the proposed Cy Pres; LWDA; and the nature and extent of any financial relationship with Plaintiff, Class PAGA Counsel or Defense Counsel; (v) a signed declaration~~

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6.1 from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, [and/or] the Administrator [and/or the proposed Cy Pres]; (v) a signed declaration from each ClassPAGA Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, Aggrieved Employees and/or the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel DeclarationPAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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7.36.2 Responsibilities of PAGA Counsel. ClassPAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motionapplication or motion for Preliminary Approvalapproval of this Settlement no later than {30} days after the full execution of this Agreement; and, if necessary, obtaining a prompt hearing date for the Motion for Preliminary Approval; and for motion and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Classmotion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

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8.7. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected

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

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settlements.

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

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~~8.3.7.3~~ **Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

~~8.4~~ **Notice to Class Members:**

~~8.4.1~~ No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

~~8.4.2~~ Using best efforts to perform as soon as possible, and in no event later than [14] days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice [with Spanish translation, if applicable] substantially in the form attached to this Agreement as Exhibit _____. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

~~8.4.3~~ Not later than [3] business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

~~8.4.4~~ The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional [14] days beyond the [60] days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

~~8.4.5~~ If the Administrator, XYZ or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than [14] days after

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receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 ~~Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than [60] days after the Administrator mails the Class Notice (plus an additional [14] days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.~~

8.5.2 ~~The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.~~

8.5.3 ~~Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.~~

8.5.4 ~~Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.~~

8.6 ~~Challenges to Calculation of Workweeks. Each Class Member shall have [60] days after the Administrator mails the Class Notice (plus an additional [14] days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class~~

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Notice. The Class Member may challenge the allocation by communicating with the

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Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than [60] days after the Administrator's mailing of the Class Notice (plus an additional [14] days for Class Members whose Class Notice was re-mailed).

8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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

8.8.1 Website, Email Address and Toll Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll free telephone number to receive Class Member calls, faxes and emails.

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~~8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their~~

validity. Not later than [5] days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

~~8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.~~

~~8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.~~

~~8.8.5 Administrator’s Declaration. Not later than [14] days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.~~

~~8.8.6 Final Report by Settlement Administrator. Within [10] days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least [15] days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is~~

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responsible for filing the Administrator's declaration in Court.

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8. CLASS AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

9. Based on its records, XYZ Cabinets 2000 estimates that, as of the date of this Settlement Agreement, (1) there are _____ Class Members and _____ Total Workweeks during the Class period and (2) there were _____ 341 Aggrieved Employees who worked _____ Pay Periods during the PAGA Period.ⁱⁱⁱ 17,862 Pay Periods from October 27, 2022 through June 1, 2024. This is a material representation for Plaintiff to enter into this agreement. Should the actual number of pay periods during the PAGA Release Period increase beyond 10%, Cabinets 2000 may elect to either: (1) increase the Gross Settlement Amount by the percentage increase in the number of PAGA pay periods above 10% (e.g. if the number of PAGA pay periods increases by 11%, the Gross Settlement Amount will increase by 1%); or (2) end the Class Period on the date on which the number of Pay Periods reached 19,648.

10. **XYZ'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds % _____ of the total of all Class Members, XYZ may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if XYZ withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, XYZ will remain responsible for paying all Settlement Administration Expenses incurred to that point. XYZ must notify Class Counsel and the Court of its election to withdraw not later than [seven] days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

11. **MOTION FOR FINAL APPROVAL.** Not later than [16] court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than [seven] days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1 **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than [five] court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as

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~~necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.~~

~~11.3 Continuing Jurisdiction of the Court.~~ **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing

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9. settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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11.4.9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the ClassPAGA Counsel Fees Payment and ClassPAGA Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13.10. ADDITIONAL PROVISIONS.

13.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by XYZ Cabinets 2000 that any of the allegations in the Operative Complaint have merit or that XYZ Cabinets 2000 has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that XYZ's Cabinets 2000's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, XYZ reserves the right to contest certification of any class for any reasons, and XYZ not

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approve this Settlement, Cabinets 2000 reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest XYZ's contest Cabinets 2000's defenses. The Settlement, this Agreement and Parties' willingness to

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~~10.1 settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).~~

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~~13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, XYZ and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, XYZ and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.~~

~~13.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.~~

~~13.4~~ 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

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~~13.5~~ 10.3 Attorney Authorization. ~~Class~~ PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and ~~XYZ Cabinets 2000~~, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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~~13.6~~ Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties

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are unable to agree upon the form or content of any document necessary to implement

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10.4 the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

13.810.6 No Tax Advice. Neither Plaintiff, ClassPAGA Counsel, XYZCabinets 2000 nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

13.1010.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

13.1110.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

13.1210.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

13.1310.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

13.1410.12 Use and Return of ClassAggrieved Employee Data. Information provided to ClassPAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the ClassPAGA Data provided to ClassPAGA Counsel by XYZCabinets 2000 in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after

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the ~~date when the Court~~Administrator discharges ~~the Administrator's~~its obligation to ~~provide a Declaration confirming the final~~pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of ClassAggrieved Employee Data received from XYZCabinets 2000 unless, prior to the ~~Court's discharge~~Administrator's payment of the Administrator's obligation, XYZall Settlement Funds, Cabinets 2000 makes a written request to ClassPAGA Counsel for the return, rather than the destructions, of ClassAggrieved Employee Data.

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~~13.15~~10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

~~13.16~~10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

~~13.17~~10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Haines Law Group, APC

~~To XYZ:~~

2155 Campus Drive, Suite 180
El Segundo, California 90205

To Cabinets 2000: Sheppard, Mullin, Richter & Hampton, LLP
12275 El Camino Real, Suite 100
San Diego, California 92130

~~13.18~~ Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

~~13.19~~10.16 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

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DATED: _____, 2024 DEFENDANT CABINETS 2000, LLC

By: _____
Title: _____

DATED: _____, 2024 PLAINTIFF ALFREDO LOPEZ

By: _____
Plaintiff _____ For XYZ

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Counsel For Plaintiff Counsel For XYZ

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**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

(case name and number)

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class action lawsuit ("Action") against _____ (abbreviate name; "XYZ" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a[n][former] XYZ employee _____ ("Plaintiff") and seeks payment of (1) back wages [and other relief] for a class of [e.g., hourly] employees ("Class Members") who worked for XYZ during the Class Period (_____ to _____); and (2) penalties under the California Private Attorney General Act ("PAGA") for all [e.g., hourly] employees who worked for XYZ during the PAGA Period (_____ to _____) ("Aggrieved Employees").

The proposed **APPROVED AS TO FORM:**

DATED: _____, 2024 SHEPPARD, MULLIN, RICHTER & HAMPTON
LLP

By:

Adam R. Rosenthal

Luke J. Bickel

Attorneys for Defendant

DATED: September 5, 2024 HAINES LAW GROUP, APC

By:

Paul K. Haines

Sean M. Blakely

Attorneys for Plaintiff

¹This Form PAGA Settlement has two main parts: (1) a Class Settlement requiring XYZ to fund Individual Class Payments, and (2) a PAGA Settlement requiring XYZ to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on XYZ's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ _____ (less withholding) and your Individual PAGA Payment is estimated to be \$ _____.** The actual amount you may receive likely will be different and will

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depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to XYZ's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on XYZ's records showing that ~~you worked _____ workweeks during the Class Period and you worked _____ workweeks during the PAGA Period.~~ If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires XYZ to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against XYZ.

If you worked for XYZ during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- ~~(1) Do Nothing.~~ You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against XYZ.
- ~~(2) Opt Out of the Class Settlement.~~ You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against XYZ, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA portion of the proposed Settlement.

~~XYZ will not retaliate against you for any actions you take with respect to the proposed Settlement.~~

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against XYZ that are covered by this Settlement (Released Claims).
You Can Opt out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
The Opt-out Deadline is _____	You cannot opt out of the PAGA portion of the proposed Settlement. XYZ must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by	All Class Members who do not opt out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to XYZ’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

~~1. WHAT IS THE ACTION ABOUT?~~

~~Plaintiff is a[n] [former] XYZ employee. The Action accuses XYZ of violating California labor laws by failing to pay [e.g., overtime wages, minimum wages, wages due upon termination and reimbursable expenses] and failing to provide [e.g., meal periods, rest breaks and accurate itemized wage statements]. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action:~~

~~_____ (“Class Counsel.”)~~

~~XYZ strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.~~

~~2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?~~

~~So far, the Court has made no determination whether XYZ or Plaintiff is correct on the merits.~~

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In the meantime, Plaintiff and XYZ hired ☐ an experienced, neutral mediator ☐ a retired judge ☐ _____ (describe alternative means of negotiation) _____ in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and XYZ have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, XYZ does not admit any violations or concede the merit of any claims.

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Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) XYZ has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. ~~XYZ Will Pay \$_____ as the Gross Settlement Amount (Gross Settlement). XYZ has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, XYZ will fund the Gross Settlement not more than [14] days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.~~

2. ~~Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:~~

A. ~~Up to \$_____ (_____% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$_____ for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.~~

B. ~~Up to \$_____ as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.~~

C. ~~Up to \$_____ to the Administrator for services administering the Settlement.~~

D. ~~Up to \$_____ for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.~~

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. ~~Net Settlement Distributed to Class Members. After making the above deductions in~~

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amounts approved by the Court, the Administrator will distribute the rest of the Gross

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Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. ~~Taxes Owed on Payments to Class Members.~~ Plaintiff and XYZ are asking the Court to approve an allocation of % _____ of each Individual Class Payment to taxable wages (“Wage Portion”) and % _____ to [e.g., interest, etc.] (“Non Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. [Option 1: (XYZ will separately pay employer payroll taxes it owes on the Wage Portion.)] The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and XYZ have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. ~~Need to Promptly Cash Payment Checks.~~ The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies

☐ will be deposited with the California Controller’s Unclaimed Property Fund in your name.

☐ will irrevocably lost to you because they will be paid to a non-profit organization or foundation (“Cy Pres”).

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. ~~Requests for Exclusion from the Class Settlement (Opt Outs).~~ You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against XYZ.

You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against XYZ based on the PAGA Period facts alleged in the Action.

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~~7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and XYZ have agreed that, in either case, the Settlement will be void: XYZ will not pay any money and Class Members will not release any claims against XYZ.~~

~~8. Administrator. The Court has appointed a neutral company, _____ (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.~~

~~9. Participating Class Members' Release. After the Judgment is final and XYZ has fully funded the Gross Settlement [Option 1: (and separately paid all employer payroll taxes)], Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against XYZ or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.~~

~~The Participating Class Members will be bound by the following release:~~

~~All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint [and ascertained in the course of the Action] [including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.]. Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.^{viii}.~~

~~10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and XYZ has paid the Gross Settlement (and separately paid the employer side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against XYZ, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against XYZ or its related entities based on the PAGA Period facts alleged in the~~

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~~The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:~~

~~All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint[,] [and] the PAGA Notice [and ascertained in the course of the Action][including, e.g., (a) any and all claims involving any alleged failure to pay minimum wage; etc.].~~

~~4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?~~

- ~~1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.~~
- ~~2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$ _____ by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.~~
- ~~3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in XYZ's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.~~

~~You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept XYZ's calculation of Workweeks and/or Pay Periods based on XYZ's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and XYZ's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.~~

~~5. HOW WILL I GET PAID?~~

~~1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.~~

~~2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).~~

~~Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.~~

~~6. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?~~

~~Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as _____, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by _____, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.~~

~~7. HOW DO I OBJECT TO THE SETTLEMENT?~~

~~Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and XYZ are asking the Court to approve. At least _____ days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ (url) or the Court's website _____ (url):~~

~~A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is _____. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you~~

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identify the Action _____ and include your name, current address,

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telephone number, and approximate dates of employment for [XYZ] and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

~~8. CAN I ATTEND THE FINAL APPROVAL HEARING?~~

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ (time) in Department [7] of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

~~9. HOW CAN I GET MORE INFORMATION?~~

The Agreement sets forth everything XYZ and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity) 's website at _____ (url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. _____. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

~~DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.~~

~~Class Counsel:~~
~~Name of Attorney:~~
~~Email Address:~~
~~Name of Firm:~~
~~Mailing Address:~~
~~Telephone:~~

~~Settlement Administrator:~~

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Email Address:
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Telephone:
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10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void

☐ you should consult the Unclaimed Property Fund _____ for instructions on how to retrieve the funds

☐ you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

ⁱ This Model Class Action and PAGA Settlement Agreement has been approved by the Court, the Complex litigation judges, and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue and comprised of 16 attorneys who regularly represent plaintiffs and defendants in wage and hour cases. It is written was drafted for settlements of single plaintiff wage and hour actions asserting class claims and PAGA claims against a single employer (XYZ). The parties will need to revise this form if there are multiple plaintiffs or multiple defendants. For settlements of wage and hour class actions that do not include PAGA claims, please use the Model Form Class Action and PAGA Settlement Agreement and Class Notice.

ⁱⁱ See endnote ii above. THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO ATTACH A REDLINED VERSION TO THEIR MOTIONS OR APPLICATIONS FOR APPROVAL SO THAT THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.

ⁱⁱⁱ Whether the "date of preliminary approval" yields a fair and adequate payment to Class Members may depend on whether the Class Members, in exchange for their releases of claims, receive consideration for time worked between the date when parties reached a settlement and the date of preliminary approval. The Parties' *Kutlar* analysis must give the Court sufficient information to allow the Court to determine whether the Gross Settlement Amount "represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing the litigation." (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 94-95, internal quotation marks omitted.)

^{iv} See endnote ii above.

^v The Parties may need to tailor this language to pay periods or shifts depending on the facts of the case.

^{vi} The Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.

^{vii} Note that this is not the only possible appropriate breakdown depending on the claims at issue in the case (e.g. a settlement that is solely a Labor Code Section 226(a) claim.)

^{viii} Insert negotiated terms, if any, addressing the possibility that XYZ's estimates of class size, Workweeks, the number of Aggrieved Employees or Pay Periods turn out to be understated such as an ADR clause imposing a duty to engage in good faith negotiations or mediation or an "escalator" clause memorializing XYZ's promise to increase the Gross Settlement Amount in an agreed upon proportion to the percentage by which the calculated class size, Workweeks, number of Aggrieved Employees or Pay Periods exceeds XYZ's estimates.

^{ix} Releases in Notice should track the releases in the Settlement Agreement.

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