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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

ANTONIO GARIBAY, an individual, on behalf of himself, other aggrieved employees, and the State of California,

Plaintiff,

vs.

HAKES SASH & DOOR, INC.; and DOES 1 through 50, inclusive,

Defendants.

Case No. 24CL012195C

Assigned for All Purposes to:
Hon. Matthew C. Braner, Dept. C-60

DECLARATION OF DANIEL J. HYUN IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT

[*Filed Concurrently with Notice of Motion and Motion, Memorandum, Proposed Order, and Declaration of Antonio Garibay*]

Date: May 1, 2026
Time: 9:00 a.m.
Dept.: C-60

Action Filed: September 19, 2024
Trial Date: None Set

DECLARATION OF DANIEL J. HYUN

I, DANIEL J. HYUN, declare as follows:

1. I am an attorney at law licensed to practice before all courts in the State of California and the Ninth Circuit Court of Appeals. I am a Partner at Torus LLP, counsel for Plaintiff Antonio Garibay ("Plaintiff") in this matter. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein and if called and sworn as a witness, I could and would competently testify under oath thereto.

2. I make this declaration in support of Plaintiff's Motion for Approval of PAGA Settlement ("Motion").

Procedural History

3. Regarding Plaintiff's August 16, 2024 Private Attorneys General Act ("PAGA") notice submitted to the LWDA via online filing and via certified mail to Defendant Hakes Sash & Door, Inc. ("Defendant"), the LWDA did not inform Plaintiff of any intent to investigate the noticed claims within the 65 day statutory deadline and, to this day, have not communicated any intent to investigate the claims.

4. On September 19, 2024, Plaintiff filed his Complaint alleging civil penalties under PAGA for violations of various sections of the California Labor Code, including but not limited to sections 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 246, 246.5, 248.5, 256, 510, 512, 558, 1171, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802 and the applicable Industrial Welfare Commission Wage Orders ("Action").

5. Prior to attending mediation, the Parties engaged in substantial informal discovery, including but not limited to policy documents, data regarding the Aggrieved Employees, and producing a 33% sample of employee time and payroll records.

6. On November 17, 2025, the Parties attended a full-day mediation with experienced class action and PAGA mediator, Ernest W. Klatte III, Esq. After a full-day mediation and mediator's proposal, the Parties agreed to settle the Action.

7. The Parties executed the PAGA Settlement Agreement on March 20, 2026. The Settlement was based on the Los Angeles Superior Court's Model PAGA Settlement Agreement.

Although cordial, the negotiations were adversarial, non-collusive, and tempered by the efforts of both sides to serve the interests of their clients.

<u>Reasonableness of Settlement</u>

8. The $222,950 Gross Settlement Amount is fair, reasonable, and adequate. Indeed, the Parties' Settlement Agreement does not undercut PAGA's dual purpose of punishment and deterrence. A penalty of $222,950 is large enough to punish Defendant for its alleged violations against approximately 323 Aggrieved Employees. At the same time, the penalty amount is not so large as to be unjust, oppressive or confiscatory, considering the company's potential exposure explained below.

9. The Gross Settlement Fund is also fair, reasonable, and adequate in light of the facts of this Action, the real risk that no PAGA penalties would be paid, and inherent risks and uncertainties associated with PAGA claims, especially in light of the arbitration agreement that would have likely stayed the representative PAGA claim.

10. Plaintiff alleged that Defendant did the following: failed to pay all wages, failed to provide meal periods, failed to provide rest periods, failed to provide recovery periods, failed to reimburse necessary business expenses, failed to timely pay wages due upon separation of employment, and failed to maintain accurate payroll records and issue accurate itemized wage statements. However, Plaintiff believes that the strongest claims were primarily based on (1) failure to include bonuses and other incentive pay in the regular rate of pay for the purpose of calculating overtime wages, (2) missed, late and short meal periods found in employee time records, and (3) consolidated 30-minute rest breaks. However, the regular rate of pay claim only accounted for a small portion of the potential damages, Defendant utilized a bell system to signal the beginning and end of meal periods and rest breaks, and Defendant paid meal period premiums. Further, Plaintiff's claims and allegations presented individualized inquiries that presented potential manageability issues. Moreover, Defendant could argue that it followed the compliant policies in its employee handbook. Additionally, Plaintiff's claims such as failure to provide rest periods and expense reimbursements were entirely based on

anecdotal evidence from witness testimony that could be refuted by Defendant's declarants. For example, for the reimbursement and rest break allegations, Defendant could produce declarations stating that no violations occurred and there would be no readily available documents to support the alleged violations. Further, Aggrieved Employees' work experience and work demands varied greatly depending on their job titles, departments, and supervisors, as such rest break violations or the need for business expenses varied greatly and did not apply to all employees. The derivative claims depended completely upon proving liability for the underlying claims, and also presented their own unique risks.

11. Although the amount of the Aggrieved Employees' potential damages based on the available evidence and violation rates – if proven – totaled approximately $464,215 at the initial penalty rates without stacking penalties, the legitimate and serious risks above compelled a considerable discount for settlement.

12. Since Defendant's policies and records reflect minimal violations of the Labor Code, reaching a compromise at this stage for $222,950.00 or approximately $13.48 per pay period is well within the range of reasonableness, and will allow Aggrieved Employees to obtain compensation for their claims without having to file and litigate their own cases.

13. In settling this case, Plaintiff recognizes that the Court could determine otherwise and significantly reduce the PAGA penalties or dismiss this case entirely. The wide range of potential recovery and the additional delays and risks of trial (including a potential appeal) justified reaching a settlement at this stage in the case for a reasonable amount of recovery for the LWDA and each aggrieved employee. In addition, the Settlement was a product of over three (3) months of arms-length negotiations with the assistance of an experienced class action and PAGA mediator and is devoid of fraud and collusion.

<u>Attorneys' Fees and Costs</u>

14. I have billed a total of 83.9 hours working on this case, resulting in a lodestar of $75,510.00. This amount results in a lodestar of approximately 1.18. My hourly rate is comparable to those charged by other class and PAGA action plaintiff's counsel and the firms defending class

and PAGA action cases and is less than the recommended hourly rates according to the Laffey Matrix. Torus LLP dedicated significant resources to this case by dividing the tasks required according to skill level, and the professional hours generated by each firm are neither unreasonable nor duplicative. The billing hours and rates for other attorneys and staff were not included in the fee request and does not include any post settlement supervision by attorneys overseeing the Settlement payments. In addition, Torus LLP incurred costs in the amount of $8,694.65. The actual and anticipated litigation costs were and are necessary and reasonable for the investigation and prosecution of this case through final judgment.

15. In the present case, Plaintiff seeks Court approval of the requested attorneys' fees award of up to 40% of the Gross Settlement Amount (currently equal to $89,180.00), and $8,694.65 in reimbursement of litigation costs, which is less than the $25,000.00 permitted under the Settlement.

16. Torus LLP has expended considerable time and effort on this case and will continue to do so through approval of the Settlement.

17. Based on my experience, the Settlement is fair, reasonable, and adequate given the benefits to the aggrieved employees and the State of California and the potential risks at trial.

18. The Parties mutually agreed that Phoenix Class Action Administration Solutions would serve as the Administrator. I am not aware of any actual or potential conflicts with the Administrator. I do not have any involvement or interests in Phoenix Class Action Administration Solutions.

19. I am not aware of any interests I have that are adverse to the interests of the Aggrieved Employees and the State of California, and I am not aware of any actual or potential conflicts with the Aggrieved Employees.

Exhibits

20. Attached hereto as **Exhibit 1** is a true and correct copy of the executed PAGA Settlement Agreement and attached as Exhibit A thereto is a copy of the notice to the Aggrieved Employees regarding the Settlement.

21. Attached hereto as **Exhibit 2** is a true and correct copy of Plaintiff's August 16,

2024 PAGA Notice.

22. Attached hereto as **Exhibit 3** is a true and correct copy of the April 9, 2026 confirmation e-mail from the Labor and Workforce Development Agency regarding the submission of the PAGA Settlement Agreement.

23. Attached hereto as **Exhibit 4** is a true and correct copy of the settlement administration bid from Phoenix Class Action Administration Solutions.

24. Attached hereto as **Exhibit 5** is a true and correct copy of Torus LLP's detailed explanations of tasks performed and hours expended in this matter.

25. Attached hereto as **Exhibit 6** is a true and correct copy of Torus LLP's costs incurred in this action.

26. Attached hereto as **Exhibit 7** is a true and correct copy of the Laffey Matrix.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 9, 2026, in Irvine, California.

Daniel J. Hyun

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Antonio Garibay ("Plaintiff") and Defendant Hakes Sash & Door, Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as the "Parties," or individually as a "Party."

1. **DEFINITIONS.**

1.1. "Action" means the Plaintiff's Private Attorneys General Act of 2004 ("PAGA") lawsuit alleging wage and hour violations against Defendant captioned *Garibay v. Hakes Sash & Door, Inc.*, Case No. 24CL012195C initiated on September 19, 2024 and pending in Superior Court of the State of California, County of San Diego.

1.2. "Administrator" means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4. "Aggrieved Employee" means all non-exempt employees who were employed by Defendant in California during the PAGA Period.

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

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for an Aggrieved Employee's current 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. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.8. "Court" means the Superior Court of California, County of San Diego.

1.9. "Defense Counsel" means David Nusz and Carla Vasques dos Santos-Moore of O'Hagan Meyer.

1.10. "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.

1.11. "General Release Fee" is the amount from the Gross Settlement Amount that the Court approves to be paid to Plaintiff in exchange for a general release of claims against the Released Parties (as defined herein) and all other defendants named in the Action, including a release of unknown claims under Civil Code section 1542. Plaintiff shall apply for a

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General Release Fee of up to $15,000.00, subject to court approval, and any amount not awarded will be returned to the Net Settlement Amount.

1.12. "Gross Settlement Amount" means $222,950.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. Any increase of the Gross Settlement Amount pursuant to Paragraph 8 shall become effective by operation of this Agreement alone, including all amounts calculated herein based on the Gross Settlement Amount, or by order of the Court. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, General Release Fee, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

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

1.14. "Judgment" means the judgment entered by the Court based upon the Order Granting Approval of PAGA Settlement.

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

1.16. "LWDA PAGA Payment" means 65% of the PAGA Penalties payable to the LWDA under Labor Code section 2699, subd. (i).

1.17. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, General Release Fee, and the Administration Expenses Payment. The remainder is to be paid 35% to Aggrieved Employees as Individual PAGA Payments and 65% to the LWDA as the LWDA PAGA Payment.

1.18. "PAGA Counsel" means Daniel J. Hyun, Esq. and Shelly Song, Esq. of Torus LLP, located at 2 Park Plaza, Suite 1260, Irvine, California 94111.

1.19. "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.

1.20. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.21. "PAGA Period" means the period from August 16, 2023 through January 17, 2026.

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

1.23. "PAGA Notice" means Plaintiff's August 16, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

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

1.25. "Plaintiff" means Antonio Garibay, the named plaintiff in the Action.

1.26. "Released Parties" means: Defendant Hakes Sash & Door, Inc. and its respective present, future, and former officers, directors, owners, partners, board members, managers, supervisors, co-employers, employees, shareholders, agents, trustees, representatives, attorneys, insurers, reinsurers, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, agents,, investors, insurers, attorneys, independent contractors, representatives, assigns, as well as any individual or entity that could be alleged to be jointly liable with Defendant.

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

2. RECITALS.

2.1 On September 19, 2024, Plaintiff commenced this Action by filing a PAGA Complaint against Defendant for alleged violations of the Labor Code for failure to pay all wages (minimum, regular, and overtime wages), failure to provide meal periods and pay premium wages for missed meal periods, failure to provide rest periods and pay premium wages for missed rest periods, failure to provide recovery periods and pay premium wages for missed recovery periods, failure to reimburse necessary business expenses, failure to timely pay wages due upon separation of employment, failure to maintain accurate employment records, and failure to issue accurate itemized wage statements ("Operative Complaint"). Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Operative Complaint and those released as part of this settlement of the Action. Defendant denies all material allegations set forth in the Operative Complaint and have asserted numerous affirmative defenses. Defendant maintains, among other things, it has complied with federal and California law in all respects. Nothing in this Agreement shall be deemed an admission of liability, culpability, negligence or wrongdoing on the part of Defendant. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Action and Released PAGA Claims.

2.1. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

On November 17, 2025, the Parties participated in an all-day mediation presided over by Ernest W. Klatte III, Esq. After a full day of mediation and a mediator's proposal, the Parties agreed to settle the Action, which led to this Agreement.

2.2. Prior to mediation, Plaintiff obtained, through informal discovery, substantial data and documents pertaining to Plaintiff's PAGA claim against Defendant.

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3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay $222,950.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant unless the Court does not approve the Agreement.

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 Order Granting Approval of PAGA Settlement:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 40% of the Gross Settlement Amount, which is currently estimated to be $89,180.00 and PAGA Counsel Litigation Expenses Payment of not more than $25,000.00. Defendant will not oppose Plaintiff's requests for Court approval of these payments provided that they do not exceed these amounts, unless increased pursuant to Paragraph 8 below. 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 the 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.

3.2.2. To the Plaintiff: A General Release Fee payment to Plaintiff not to exceed $15,000.00, except for a showing of good cause and as approved by the Court. To the extent the Court approves payment of less than $15,000.00, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.3.

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

3.2.5. To the LWDA and Aggrieved Employees: 65% of the PAGA Penalties will be allocated to the LWDA PAGA Payment and 35% of the PAGA Penalties will be allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA

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Pay Periods.

3.2.5.2. 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, Defendant estimates there are 323 Aggrieved Employees who worked a total of 16,529 weekly PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 14 calendar days of the Order Granting Approval of PAGA Settlement, Defendant will 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 obligations under this Agreement. The Administrator will not provide Aggrieved Employee Data to PAGA Counsel. Defendant 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 to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant 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. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 calendar days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 calendar days after Defendant fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the General Release Fee, the PAGA Counsel Expenses Payment, and PAGA Counsel Litigation Expenses Payment.

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, along with a notice of PAGA settlement which is attached hereto as **Exhibit A**. 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 as undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must

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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 State Controller's Office's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant 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 Defendant fully funds the entire Gross Settlement Amount, the claims against all Released Parties will be released as follows:

5.1 Plaintiff's Release. Plaintiff and his former and present spouses, representatives, agents, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences that occurred during his employment with Defendant, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice and ascertained in the course of the Action ("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 during his employment with Defendant. 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 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,

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successors and assigns, the Released Parties from all claims for PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the Action.

6. **MOTION FOR APPROVAL OF SETTLEMENT.** PAGA Counsel shall prepare and file a 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 motion for approval of this Settlement, requesting that the Court grant approval of the Settlement with all supporting declarations and exhibits, such as proof of transmission to the LWDA of all necessary PAGA documents pursuant to Labor Code Sections 2699.3, subd. (a) and 2699, subd. (l)(2)), and (ii) a draft proposed Order Granting Approval of PAGA Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing a motion and proposed order for approval of this Settlement no later than 30 days after the full execution of this Agreement, as well as obtaining a prompt hearing date for the motion. PAGA Counsel and Defense Counsel will appear in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Order Granting Approval of PAGA Settlement to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed 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 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 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 Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, the Administrator 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, if applicable, and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets

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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, Defendant estimates that, as of November 17, 2025, there are 323 Aggrieved Employees who worked a total of 16,529 weekly Pay Periods during the PAGA Period. Pursuant to the PAGA Reform Act, the Parties agree that if the number of total number of weekly Pay Periods from August 16, 2023 to January 17, 2026 ends up exceeding 16,529 weekly Pay Periods by more than 20% (i.e., 19,834 or more pay periods), then Defendant agrees that either: 1) the Gross Settlement Amount shall increase by $30.00 for every two (2) additional pay periods over 19,834 Pay Periods; or (2) Defendant can alter the end date for the PAGA Period as long as it makes the election before Plaintiff files his motion for approval of the Settlement. If Defendant elects to alter the end date for the PAGA Period, the Proposed Order Granting PAGA Approval will reflect the new date and the Parties will provide a declaration regarding the election.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of an Order Granting Approval of PAGA Settlement or Judgment, pursuant to California Code of Civil Procedure Section 664.6, 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. The Parties agree that in the event litigation is initiated by any Party to enforce this Settlement, the prevailing party will be entitled to recover his or its costs and reasonable attorneys' fees incurred in conjunction with the litigation, in addition to any other relief granted.

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, PAGA Counsel Litigation Expenses Payment, General Release Fee, and Gross Settlement Amount, the Parties 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. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, that it has violated any federal, state, or

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local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant'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, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant'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 or proceeding to establish any liability or admission of any nature on the part of Defendant, or to establish the existence of any condition constituting a violation of, or a non-compliance with any federal, state, local or other applicable law (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 Defendant, 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.

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 the mediator for resolution.

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

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant 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.

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

10.12 Use of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the data provided to PAGA Counsel by Defendant 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.

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:

Daniel J. Hyun
daniel@torusllp.com
Shelly Song
shelly@torusllp.com
TORUS LLP
2 Park Plaza, Suite 1260

A.6
TG

Irvine, California 94111

To Defendant:

David Nusz
dnusz@ohaganmeyer.com
Carla Vasques dos Santos-Moore
cmoore@ohaganmeyer.com
O'HAGAN MEYER
4695 MacArthur Court, Suite 900
Newport Beach, California 92660

10.16 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.

10.17 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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Dated: Mar 20, 2026

Plaintiff Antonio Garibay

Tony Garibay (Mar 20, 2026 16:25:20 PDT)
Antonio Garibay

Dated: ______________________

Hakes Sash & Door, Inc.

____

By: ______________________________

Its: ______________________________

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Approved as to Form:

Dated: March 20, 2026

TORUS LLP

Daniel Hyun
Shelly Song
Attorneys for Plaintiff
Antonio Garibay

Dated: ________________________

O'HAGAN MEYER

____

David Nusz
Carla Vasques dos Santos-Moore
Attorneys for Defendant
Hakes Sash & Door, Inc.

A.G
TG

Irvine, California 94111

To Defendant:

David Nusz
dnusz@ohaganmeyer.com
Carla Vasques dos Santos-Moore
cmoore@ohaganmeyer.com
O'HAGAN MEYER
4695 MacArthur Court, Suite 900
Newport Beach, California 92660

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Dated: ________________________ Plaintiff Antonio Garibay

____
Antonio Garibay

Dated: 03/20/2026 Hakes Sash & Door, Inc.

Dan Farnum
Dan Farnum (Mar 20, 2026 15:58:04 PDT)

By: Dan Farnum

Its: Vice-President

Approved as to Form:

Dated: ______________________

TORUS LLP

____
Daniel Hyun
Shelly Song
Attorneys for Plaintiff
Antonio Garibay

Dated: 03/20/2026

O'HAGAN MEYER

____
David Nusz
Carla Vasques dos Santos-Moore
Attorneys for Defendant
Hakes Sash & Door, Inc.

EXHIBIT A

A.6
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<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: Payment from the Settlement in *Garibay v. Hakes Sash & Door, Inc.*, San Diego County Superior Court Case No. 24CL012195C

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Garibay v. Hakes Sash & Door, Inc.* that was filed in the San Diego County Superior Court. The case number is 24CL012195C. The lawsuit was filed by Plaintiff Antonio Garibay ("Plaintiff"), on behalf of himself, other aggrieved employees, and the State of California against Hakes Sash & Door, Inc. ("Defendant") pursuant to the California Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* ("PAGA"). The PAGA lawsuit is limited to Aggrieved Employees, which is defined under the settlement of the lawsuit to include all non-exempt employees employed by Defendant in the State of California during the period of August 16, 2023 through January 17, 2026 ("PAGA Period"). You have been identified as one of the employees whose PAGA claim was settled in the lawsuit.

The Plaintiff in the case claimed that Defendant owed civil penalties under PAGA for certain California Labor Code violations. Defendant denies that it did anything wrong or that it owed any civil penalties. Plaintiff and Defendant (collectively the "Parties") agreed to resolve the PAGA claim for Plaintiff and all Aggrieved Employees. The Parties agreed to resolve the case, and as part of that settlement, Defendant agreed to pay a certain amount of money categorized as PAGA civil penalties. The settlement of this action does not constitute an admission by Defendant of any of the matters alleged in the case or an admission of liability. Under the PAGA statute, the civil penalties are divided between the State of California (65%) and the Aggrieved Employees (35%) after deducting settlement administration costs, general release fee, and attorneys' fees and expenses. The enclosed check represents your portion of the civil penalties allocated to Aggrieved Employees. It is your responsibility to apply any taxes payable on the amount you have received.

If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter), Plaintiff's attorneys or Defendant's attorneys:

Plaintiff's Attorneys:	Defendant's Attorneys:
Daniel J. Hyun daniel@torusllp.com Shelly Song shelly@torusllp.com TORUS LLP 2 Park Plaza, Suite 1260 Irvine, California 92614 Telephone: (949) 590-4122	David Nusz dnusz@ohaganmeyer.com Carla Vasques dos Santos-Moore cmoore@ohaganmeyer.com O'HAGAN MEYER 4695 MacArthur Court, Suite 900

Facsimile: (949) 528-2596	Newport Beach, California 92660 Telephone: 415.578.6900

Very Truly Yours,

Phoenix Settlement Administrators

EXHIBIT 2

August 16, 2024

<u>VIA ONLINE SUBMISSION</u>

California Labor and Workforce Development Agency
Private Attorneys General Act – Filing

<u>VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)</u>

Agent for Service of Process for Hakes Sash & Door, Inc.
Attn: Allen Hakes
31945 Corydon St.
Lake Elsinore, CA 92530

Re: ***Garibay v. Hakes Sash & Door, Inc.***
PAGA Notice

Dear California Labor and Workforce Development Agency and Hakes Sash & Door, Inc.:

Please be advised that Torus LLP represents the interests of Antonio Garibay ("Claimant"). The purpose of this correspondence is to inform you that Claimant intends to seek penalties, on behalf of himself and all other aggrieved employees, against his former employer Hakes Sash & Door, Inc. ("HSD") pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code Sections 2698 *et seq.* This correspondence serves as Claimant's written notice by online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to the employer(s) of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code Section 2699.3(a)(1).

<u>Specific Provisions of the Labor Code Alleged to Have Been Violated</u>

The specific provisions of the Labor Code alleged to have been violated are as follows: Labor Code Sections 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 246, 246.5, 248.5, 256, 510, 512, 558, 1171, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802.

<u>Facts and Theories Supporting the Alleged Violations</u>

Hakes Sash & Door, Inc. ("HSD") is a production finish carpentry supplier specializing in residential and light commercial production projects. HSD supplies and installs materials including doors, moldings, hardware, and windows in the State of California. HSD employed Claimant as a non-exempt hourly employee in California within the past year. Claimant's job duties include, *inter alia*, installing doors, frames, and hardware. HSD employed and/or currently employ other aggrieved employees in California. The aggrieved employees consist of all employees employed by HSD during the "PAGA Period," which is defined as one (1) year prior to the submission of

Daniel J. Hyun | daniel@toruslip.com
2 Park Plaza, Ste. 1260 | Irvine, California 92614 | p.949.590.4122 | d.949.596.0435 | f.949.528.2596

this letter to the LWDA and certified mailing to HSD to the present.

During the PAGA Period, HSD failed to pay Claimant and other aggrieved employees minimum, regular, and overtime time wages for all hours worked at the legally mandated rates. During the PAGA Period, Claimant and aggrieved employees regularly worked more than eight (8) hours per workday, 10 hours per workday, and/or over 40 hours per workweek. Specifically, HSD failed to provide Claimant and aggrieved employees with paid sick days. HSD also required Claimant and aggrieved employees to travel to and from worksites that were further than their normal commute to HSD's headquarters without compensation for travel time. HSD further failed to provide reporting time pay when Claimant and aggrieved employees arrived at worksites only to be turned away due to the weather (e.g., rain) without proper compensation or work for that day. In addition, HSD would regularly only pay Claimant and aggrieved employees for their schedule start and end times, and did not compensate employees for off-the-clock work such as working outside of their scheduled shifts to timely complete tasks and receiving work-related communications while off-the-clock. Further, HSD rounded Claimant's and aggrieved employees' time worked, and HSD's rounding policy and practice primarily benefited HSD to the detriment of the employees. As such, HSD failed to pay Claimant and other aggrieved employees sick pay, minimum, regular, and overtime time wages for all hours worked in violation of Labor Code Sections 204, 206, 210, 246, 246.5, 248.5, 510, 558, 1171, 1194, 1197, 1197.1, and 1198, and the applicable Industrial Welfare Commission ("IWC") Wage Orders.

During the PAGA Period, HSD failed to provide timely off-duty 30-minute meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code Section 512 and Section 11 of the applicable Wage Order. Specifically, Claimant and aggrieved employees had their meal periods missed, late, interrupted, rounded, shortened, automatically deducted, on-duty, and/or restricted to the worksite due to HSD's work demands, understaffing, policies, and practices. For example, Claimant's and aggrieved employees' meal periods were regularly taken after the fifth hour of work due to late deliveries and/or scheduling. HSD also failed to provide second meal periods when aggrieved employees worked in excess of 10 hours in a workday. HSD failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate for every day in which they suffered a meal period violation. Accordingly, HSD failed to provide Claimant and other aggrieved employees with timely, uninterrupted off-duty meal periods for at least 30 minutes when they worked more than five (5) hours and/or 10 hours in a workday, and failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate of pay for every day in which they were denied a compliant meal period, in violation of Labor Code Sections 226.7, 512, and the IWC Wage Orders.

During the PAGA Period, HSD failed to authorize or permit ten-minute (10) rest periods for every four (4) hours worked or major fraction thereof. Specifically, HSD failed to provide compliant rest breaks to Claimant and aggrieved employees due to its work demands, understaffing, policies, and practices as mentioned above. As such, Claimant and aggrieved employees regularly had their rest breaks missed, shortened, late, on-duty, restricted to the worksite, and/or interrupted. Specifically, two (2) 15-minute rest breaks were consolidated with a 30 minute meal period for a single one (1) hour break per workday per employee. As such, HSD failed to provide second rest breaks when Claimant and aggrieved employees worked over six (6) hours per workday and third rest breaks when they worked over 10 hours per workday. HSD failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate for every day in which they suffered a rest period violation. Accordingly, HSD violated Labor Code Section 226.7 and the applicable IWC Wage Orders.

During the PAGA Period, HSD failed to reimburse Claimant and other aggrieved employees for all necessary business expenses incurred for HSD's benefit. Specifically, HSD required Claimant and aggrieved employees to use their personal cell phones for work related communications, to record their time worked on a timekeeping phone application per HSD's instructions, to navigate to worksites, and to document their work (e.g., taking and sending pictures of completed work) without reimbursement for a reasonable portion of their cell phone bills. In addition, HSD required Claimant and aggrieved employees to use their personal vehicles to travel to various worksites that were regularly further than their normal commute to work without reimbursement. Further, HSD required Claimant and other aggrieved employees to purchase and/or maintain their own tools and safety equipment without reimbursement (e.g., drills, cutters, hammers, meters, cutters, levels, helmets, gloves, etc.). In addition, HSD required Claimant and aggrieved employees to separately launder and maintain their heavily soiled uniforms, which displayed HSD's logo, without reimbursement. HSD also failed to provide per diem compensation to Plaintiff and aggrieved employees for out-of-pocket costs for travel to distant worksites, and meals and lodging Accordingly, HSD violated Labor Code sections 2800 and 2802.

During the PAGA Period, HSD failed to authorize or permit Claimant and aggrieved employees from taking recovery periods. Specifically, Claimant and aggrieved employees were required to work outdoors at various construction sites during hot days, including during summer, without access to shade or recovery periods to cool down and prevent heat illness in violation of Labor Code sections 226.7 and 1198.

As a result of, and in addition to, the aforementioned Labor Code violations, HSD failed to provide accurate itemized wage statements that accurately reported, among other things, the gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate. As a result, HSD violated Labor Code Sections 226 and 226.3. Similarly, HSD failed to maintain accurate and complete records showing the hours worked daily by and the wages paid to Claimant and the aggrieved employees due to the same violations referenced above. Consequently, HSD violated Labor Code Sections 1174 and 1174.5.

As a result of, and in addition to, the above referenced Labor Code violations, HSD failed to timely pay all wages owed throughout Claimant's and the aggrieved employees' employment and following the end of the aggrieved employees' employment including sick pay, minimum, regular, and overtime wages, reimbursements, and meal and rest period premiums, among other things. Accordingly, HSD violated Labor Code Sections 201-204, 210, and 256.

Based on these violations, Claimant will seek attorneys' fees, costs, and penalties under the Labor Code on behalf of himself and all other aggrieved employees who were employed by HSD during the PAGA Period. Please advise if the Labor and Workforce Development Agency has any objection to Claimant including PAGA claims in a lawsuit against HSD.

Should you have any questions, comments, or concerns, please do not hesitate to contact the undersigned.

Sincerely,

Daniel J. Hyun

EXHIBIT 3

EXHIBIT 4

CASE ASSUMPTIONS	
Aggrieved Employee	310
Opt Out Rate	N/A
Opt Outs Received	
Total Aggrieved Employee	310
Subtotal Admin Only	**$5,000.00**

Not-to-Exceed Total $5,000.00

For 310 Aggrieved Employee

Pricing Good for Scope of Estimate Only

January 29, 2026

Case: Garibay v. Hakes Sash & Door, Inc., PAGA Administration wTranslation

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Daniel J. Hyun

Firm: TORUS LLP

Contact Number: (949) 596-0435

Email: daniel@torusllp.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on 310 Aggrieved Employee. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	$125.00	2	$250.00
Programming Database & Setup	$125.00	2	$250.00
Toll Free Setup*	$38.78	1	$38.78
Call Center & Long Distance	$2.00	13	$26.00
NCOA (USPS)	$110.00	1	$110.00
Language Translation	$250.00	1	$250.00
		Total	**$924.78**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	$125.00	2	$250.00
Data Merge & Duplication Scrub	$0.50	310	$155.00
Notice and Check Packet	$1.25	310	$387.50
Estimated Postage (up to 1 oz.)*	$0.74	310	$229.40
		Total	**$1,021.90**

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

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$75.00	2	$150.00
Skip Tracing Undeliverables	$2.00	31	$62.00
Remail Notice Packets	$1.25	31	$38.75
Estimated Postage	$0.74	31	$22.94
Programming Undeliverables	$75.00	2	$150.00
		Total	**$423.69**

Database Programming			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$100.00	2	$200.00
Case Manager	$100.00	2	$200.00
		Total	**$400.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$125.00	2	$250.00
Disbursement Review	$100.00	2	$200.00
Programming Manager	$95.00	2	$190.00
QSF Bank Account & EIN	$50.00	2	$100.00
Check Run Setup & Printing	$125.00	2	$250.00
		Total	**$990.00**

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

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$125.00	2	$250.00
Remail Undeliverable Checks (Postage Included)	$2.25	47	$104.63
Case Associate	$50.00	3	$150.00
Reconcile Uncashed Checks	$75.00	2	$150.00
Conclusion Reports	$100.00	1	$100.00
Case Manager Conclusion	$75.00	1	$75.00
Final Reporting & Declarations	$100.00	1	$100.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	$310.00	1	$310.00
		Total	**$1,239.63**

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

Estimate Total:	**$5,000.00**

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

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

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

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

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

Tax Reporting Requirements

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

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT 5

TORUS LLP		
Attorney: Daniel Hyun		
Hourly Rate: $900		
Action: *Garibay v. Hakes Sash & Door, Inc.*		
Date	**Subject**	**Time**
07/22/2024	Review and analyze correspondences, exemplars, documents, evidence, notes, case status, and assignments; update case status sheet and task list	0.6
	Confer with client	0.5
	Confer internally re: case	0.3
	Draft client documents and correspondences	0.9
08/05/2024	Review and analyze correspondences and case status	0.2
	Confer internally re: case	0.2
09/05/2024	Review and analyze correspondences, documents, and arbitration agreement; update file	0.5
	Confer with defense re: case	0.2
	Confer internally re: case	0.2
09/19/2024	Review and analyze correspondences, documents, evidence, case status, and assignments; update task list and file	0.7
	Confer internally re: case	0.3
	Draft summons, civil case cover sheet, and complaint; file re: same	2.9
	Research re: PAGA	0.8
09/23/2024	Review and analyze correspondences, pleadings, case status, deadlines, and assignments; update case status sheet and task list	0.4
10/22/24	Review and analyze correspondences, pleadings, case status, exemplars, deadlines, and assignments; update task list and file	0.4
	Draft notice; mail re: same	0.3
	Confer with defense re: case	0.2
10/24/24	Review and analyze correspondences and pleadings; update task list and file; file notice	0.3
11/13/24	Review and analyze docket, correspondences, pleadings, case status, exemplars, deadlines, and assignments; update case status sheet, task list, calendar, and file	0.8
	Draft and serve discovery	2.4
	Confer internally re: case	0.2
12/06/2024	Review and analyze correspondences	0.2
	Confer with defense re: case	0.2
	Review and analyze correspondences	0.2
	Confer with defense re: case	0.2
12/16/24	Review and analyze correspondences and case status	0.2
	Confer with defense re: case	0.2
	Confer internally re: case	0.2
12/30/24	Review and analyze correspondences	0.2
	Confer with defense re: case	0.2

01/09/2025	Review and analyze correspondences, case status, deadlines, and assignments; update case status sheet, task list and calendar	0.4
	Confer internally re: case	0.2
02/28/2025	Review and analyze correspondences, pleadings, exemplars, case status, deadlines, and assignments; update task list	0.4
	Draft informal discovery requests	0.9
	Confer internally re: case	0.2
03/20/2025	Review and analyze correspondences and pleadings	0.2
	Revise case management statement	0.2
	Confer internally re: case	0.2
04/04/2025	Review and analyze correspondences, pleadings, and docket	0.3
	Attend hearing	0.3
04/23/2025	Review and analyze correspondences, case status, deadlines, and assignments; update task list and mediation list	0.3
	Confer with defense re: case	0.2
04/29/2025	Review and analyze correspondences	0.2
	Confer with defense re: case	0.2
09/02/2025	Review and analyze correspondences, deadlines, and assignments; update task list	0.2
	Confer with defense re: case	0.2
09/05/2025	Review and analyze correspondences; update task list	0.2
	Confer with defense re: case	0.2
09/10/2025	Review and analyze correspondences	0.2
	Confer with defense re: case	0.2
09/11/2025	Call defense re: case	0.2
	Review and analyze correspondences	0.2
	Confer with mediator	0.2
09/15/2025	Review and analyze correspondences and assignments	0.2
	Confer with defense re: case	0.2
	Confer with mediator	0.2
09/22/2025	Review and analyze docket, pleadings, correspondences, order, exemplar, case status, deadlines, and assignments; update task list	0.4
	Draft, file, and serve case management statement	0.3
10/03/2025	Confer internally re: case	0.2
	Confer with defense re: case	0.4
	Attend hearings	0.5
	Review and analyze docket, correspondences, pleadings, case status, deadlines, and assignments	0.4
10/10/25	Review and analyze correspondences	0.2
	Confer with mediator	0.2
10/14/25	Review and analyze correspondences and calendar	0.2
	Confer with defense re: case	0.2
10/15/25	Review and analyze correspondences	0.2
	Confer with defense re: case	0.2

10/21/25	Review and analyze docket, correspondences, pleadings, document production, data, case status, deadlines, and assignments; update case status sheet, task list, and calendar	2.3
	Confer with expert re: case	0.2
11/11/25	Review and analyze correspondences and calendar	0.2
	Confer internally re: case	0.2
11/13/25	Review and analyze correspondences, analysis, case status, deadlines, and assignments; update task list	0.6
	Confer with expert re: case	0.2
11/14/25	Review and analyze correspondences, case status, deadlines, and assignments; update task list and file; pay invoice	0.4
	Confer with mediator	0.3
11/15/25	Review and analyze document production, data, analysis, correspondences, and exemplars	1.3
	Draft mediation brief	2.4
11/16/25	Review and analyze correspondences, pleadings, documents, data, case status, deadlines, and assignments	1
	Research re: case	0.8
	Draft mediation brief	6.9
11/17/25	Review and analyze brief, anaylsis, data, and documents; prepare for mediation	0.7
	Attend mediation	8
11/19/25	Review and analyze correspondences and calendar	0.2
	Confer internally re: case	0.2
11/20/25	Review and analyze correspondences; update calendar	0.2
	Confer internally re: case	0.2
12/04/2025	Review and analyze correspondences and case status	0.2
	Confer internally re: case	0.2
	Review and analyze correspondences; pay invoice	0.2
12/16/25	Review and analyze correspondences and deadlines	0.2
	Confer with defense re: case	0.2
01/05/2026	Call with defense re: case	0.5
	Review and analyze correspondences	0.3
	Confer with defense and mediator	0.2
01/06/2026	Review and analyze correspondences	0.3
	Confer with mediator	0.4
01/12/2026	Review and analyze correspondences and assignments; update task list	0.3
	Confer with mediator	0.2
01/14/2025	Review and analyze correspondences	0.2
	Confer with mediator	0.2
01/15/2026	Review and analyze correspondences and agreement	0.4
	Confer with client	0.6
	Confer with mediator	0.3

01/29/2026	Review and analyze docket, correspondences, exemplars, case status, deadlines, and assignments; update task list	0.4
	Confer internally re: case	0.2
	Confer with defense re: case	0.2
	Draft settlement and notice	4.9
	Confer with administrator re: case	0.2
01/30/2026	Review and analyze correspondences, case status, deadlines, and assignments; update case status sheet, task list, and calendar	0.3
	Attend hearing	0.4
02/10/2026	Review and analyze correspondences	0.2
	Confer internally re: case	0.2
3/2/26	Draft and revise settlement	0.9
3/16/26	Review and analyze correspondences and case status	0.2
	Confer with defense re: case	0.2
	Confer internally re: case	0.2
3/17/26	Review and analyze correspondences and drafts	0.3
	Revise settlement	0.3
	Confer with mediator	0.3
3/18/26	Confer with mediator	0.5
	Revise settlement; draft notice	3.1
3/20/26	Review and analyze correspondences and drafts	0.6
	Revise settlement	0.9
	Confer with mediator	0.6
	Draft discovery	0.2
	Confer internally re: case	0.3
4/8/26	Confer internally re: case	0.4
	Confer with mediator	0.3
	Draft motion	3.4
	Review and analyze docket, correspondences, pleadings, documents, data, analysis, exemplars, case status, deadlines, and assignments	1.1
4/9/26	Confer with mediator	0.2
	Confer with defense re: case	0.2
	Draft motion for settlement approval	6.4
	Total Hours	**83.9**
	Total Lodestar	**$75,510**

EXHIBIT 6

TORUS LLP
Transaction Detail By Account
All Transactions

As of 04/09/2026
Accrual Basis

Date	Payee	Case	Memo	Amount
08/16/2024	LWDA	Garibay v. HSD	LWDA Filing Fees	75.00
09/30/2024	First Legal	Garibay v. HSD	Filing Fees	468.10
10/31/2024	First Legal	Garibay v. HSD	Filing Fees	15.70
11/13/2024	SDSC	Garibay v. HSD	Filing Fees	5.00
03/31/2025	First Legal	Garibay v. HSD	Filing Fees	16.70
09/30/2025	First Legal	Garibay v. HSD	Filing Fees	18.90
11/14/2025	Klatte Mediation	Garibay v. HSD	Mediation Fees	5,100.00
12/04/2025	BCG	Garibay v. HSD	Filing Fees	2,755.00
04/09/2026	First Legal	Garibay v. HSD	Anticipated Future Filing Fees	125.00
04/09/2026	USPS/FedEx	Garibay v. HSD	Cumulative Print, Copy, Mileage, and Postage Fees	115.25
			Total Expenses	**8,694.65**

EXHIBIT 7

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 +
6/01/25- 5/31/26	1.075336	$277	$508	$625	$902	$1,019	$1,227
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1,141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1,057
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

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)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" 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.