

Arby Aiwazian (SBN 269827)
arby@calljustice.com
Ryan Slinger (SBN 351297)
r.slinger@calljustice.com
Alborz Javaheri (SBN 364246)
a.javaheri@calljustice.com
LAWYERS for JUSTICE, PC
450 N. Brand Blvd., Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

S. Emi Minne (SBN 253179)
emi@parkerminne.com
Jill J. Parker (SBN 274230)
jill@parkerminne.com
Yasmin Wilber (SBN 360905)
yasmin@parkerminne.com
PARKER & MINNE, LLP
700 South Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833 / Fax: (310) 889-0822

Attorneys for Plaintiff
KENNETH KASTELZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

KENNETH KASTELZ, individually, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act,

Plaintiff,

vs.

FLEETWOOD ALUMINUM PRODUCTS,
INC., an unknown business entity;
FLEETWOOD ALUMINUM PRODUCTS,
LLC, a Delaware limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: CVRI2406069

*Assigned for all purposes to the Honorable
Harold W. Hopp, Dept. 1*

**DECLARATION OF S. EMI MINNE IN
SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF PAGA
SETTLEMENT**

Date: May 26, 2026
Time: 8:30 a.m.
Dept.: 1
Reservation No.: 623431660166

Complaint Filed: October 10, 2024
Trial Date: Not set

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I, S. Emi Minne, declare as follows:

1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a partner at the law firm of Parker & Minne, LLP, attorneys of record for Plaintiff Kenneth Kastelz in the above-entitled action. The facts set forth in this declaration are within my personal knowledge and on information and belief, and, if called to testify I could and would competently do so.

2. This declaration is submitted in support of Plaintiff's Motion for Approval of PAGA Settlement. A true and correct copy of the Joint Stipulation of PAGA Settlement ("Settlement" or "Agreement") executed by the Parties on or about January 30, 2026, which includes the proposed Settlement Cover Letter (Exhibit A to the Agreement), is attached hereto as **Exhibit 1**.

RELEVANT PROCEDURAL AND FACTUAL BACKGROUND

3. Defendants Fleetwood Aluminum Products, Inc. and Fleetwood Aluminum Products, Defendants”) are a manufacturer of doors and windows based in Corona, California.

4. Plaintiff Kenneth Kastelz is a former non-exempt, hourly-paid employee of Defendants as employed by Defendants as a Projected Window Glazer from approximately June 2022 to 2023.

5. On August 6, 2024, Plaintiff provided written notice to Defendants and the California Labor & Workforce Development Agency (“LWDA”) of his intent to seek civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004, Cal. Labor Code sections 2698, et seq. (“PAGA”). The LWDA did not respond to Plaintiff’s PAGA Notice. A true and correct copy of the notice letter that was submitted to the LWDA and Defendants on August 6, 2024 is attached as **Exhibit 2**.

6. On October 10, 2024, after fully exhausting PAGA’s 65-day notice period, Plaintiff filed a civil complaint against Defendants entitled *Kenneth Kastelz v. Fleetwood Aluminum Products, Inc.* (Riverside County Superior Court Case No. CVRI2406069, hereinafter “Action”), which is a single cause of action seeking the recovery of civil penalties pursuant to PAGA predicated on Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227(a), 228(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the Industrial Welfare

Commission Wage Orders.

7. Defendants filed their Answer to the Complaint on December 5, 2024.

8. Shortly after the Action was initiated, I met and conferred with Defendants' counsel regarding the potential for resolution of the Action. Pursuant to these discussions, the Parties agreed to stay formal discovery, exchange informal discovery, and engage in private mediation. As a further pre-condition for early mediation, Defendants also formally stipulated that: (1) that Defendants would not interview, communicate with, or obtain declarations from Aggrieved Employees during the pendency of mediation; and (2) that Defendants would not engage in a mass release campaign (commonly known as a "*Pick-up Stix*" process) prior to mediation.

9. Pursuant to the Parties' agreement regarding informal discovery, Defendants provided my office with extensive informal discovery prior to mediation, which included an approximately one-third sampling of Aggrieved Employees' time and payroll records. The sampling was randomly selected and included employees across the PAGA Period. Defendants also provided my office with all versions of Defendants' employee handbooks in use during the PAGA Period and other documents evidencing its relevant wage and hour policies and procedures. Finally, Defendants provided my office with key data points, such as the number of Aggrieved Employees (including the number of current versus former employees), the total number of pay periods worked by Aggrieved Employees, the average rate of pay for Aggrieved Employees, and the number and value of meal period premiums paid to Aggrieved Employees.

10. Prior to mediation, I thoroughly reviewed the formal and informal discovery produced by Defendants. I also consulted with a data analyst to fully analyze Aggrieved Employees' time and payroll records. I also engaged in extensive independent investigation, and conducted further legal research regarding the merits of Plaintiff's claims and Defendants' potential defenses thereto. Based on this investigation and informal discovery, I prepared a detailed and informed assessment of Defendants' potential liability prior to the mediation. I also prepared a detailed brief addressing Plaintiff's claims and Defendants' anticipated defenses, and provided my analysis to the mediator for his consideration. These efforts enabled me to act intelligently and effectively in negotiating the proposed settlement.

11. On October 30, 2025, the Parties attended a private mediation with Todd Smith, Esq., a neutral and respected mediator with extensive experience in complex wage and hour matters. The Parties engaged in a full day of settlement discussions, during which the Parties extensively debated their respective positions and exchanged views regarding the strengths and weaknesses of their claims and defenses. The settlement discussions were at all times at arm's length and, although conducted with appropriate professional decorum, were adversarial. Plaintiff and my office went into mediation willing to explore the potential for a settlement of the Action, but were also prepared to aggressively litigate Plaintiff's claims through trial and appeal if a settlement was not reached. Arriving at a settlement that was acceptable to the Parties was not easy, and the Parties vigorously advanced their respective positions throughout the settlement negotiations. After a full day of negotiations, the mediation culminated in the issuance of a mediator's proposal that was accepted by the Parties on or about October 30, 2025. A memorandum of understanding reflecting the terms of the mediator's proposal was executed on or about December 1, 2025.

12. On or about January 30, 2026, after further negotiation, the Parties fully executed a long form Joint Stipulation of PAGA Settlement ("Agreement"). *See Exhibit 1.*

13. The proposed Settlement was reached at the end of a process that was neither fraudulent nor collusive. To the contrary, counsel for the Parties advanced their respective positions throughout the settlement negotiations.

SUMMARY OF THE SETTLEMENT TERMS

Length of Relevant Employment Period - Case Management Order ("CMO") § D(2)(b)

14. The Parties have agreed to the following definition of "Aggrieved Employees" for purposes of the Settlement: "[A]ll current and former non-exempt employees of Defendants who were employed by Defendants in the State of California at any time during the PAGA Period." (Agreement, ¶ 3.) The PAGA Period commences on August 6, 2023 and ends on December 29, 2025. (Agreement, ¶ 19.)

Number of Aggrieved Employees - CMO § D(2)(b)

15. Based on information provided by Defendants to my office prior to mediation, it is estimated that there are approximately 315 Aggrieved Employees who worked a collective total of

1 approximately 25,628 pay periods during the PAGA Period.

2 16. Subject to Court approval, Plaintiff and Defendants have agreed to settle the PAGA
3 claims alleged by Plaintiff in the Action for the non-reversionary gross settlement amount of
4 \$580,024.00. (Agreement, ¶¶ 12, 40.)

5 17. The Gross Settlement Amount shall be allocated as follows:

- 6 a. Attorneys' Fees to Plaintiff's Counsel in the amount of thirty-five percent (35%) of
7 the Gross Settlement Amount (i.e., \$203,008.40). (Agreement, ¶¶ 6, 40(a).)
- 8 b. Reimbursement of Plaintiff's Counsel's actual litigation costs and expenses in the
9 amount of \$15,632.38. (*Id.*)¹
- 10 c. Enhancement Payment of \$10,000.00 to Plaintiff. (Agreement, ¶¶ 31, 40(b).)
- 11 d. Settlement Administration Costs not to exceed \$4,950.00. (Agreement, ¶¶ 27,
12 40(c).)
- 13 e. The sum remaining after the Court-approved deductions from the Gross Settlement
14 Amount for (1) Attorneys' Fees and Costs to Plaintiff's Counsel, (2) Enhancement
15 Payment to Plaintiff, and (3) Settlement Administration Costs shall be the "Net
16 Settlement Amount". 65% of the Net Settlement Amount shall be designated as the
17 "LWDA Payment" and distributed to the LWDA. The remaining 35% of the Net
18 Settlement Amount shall be the "Aggrieved Employees' Fund" which shall be
19 distributed to the Aggrieved Employees as set forth in paragraph 19, below.
20 (Agreement, ¶¶ 4, 15, 16, 40(d)-(e).)

21 18. Subject to the Court's approval of the foregoing allocations, the Net Settlement Amount
22 is anticipated to be \$346,433.22.

23 19. The Aggrieved Employees' Fund will be distributed to Aggrieved Employees on a pro-
24 rata basis based on the number of Eligible Pay Periods they worked during the PAGA Period.
25 (Agreement, ¶¶ 13, 47.) This method of distribution is commonly used in representative PAGA actions
26

27
28 ¹ As set forth in paragraphs 67-70 below, although the Agreement allows for reimbursement not to exceed \$20,000.00 in costs, Plaintiff's Counsel are only seeking reimbursement of their actual and reasonable expenses in the amount of \$15,632.38, meaning an additional \$4,367.62 will be included in the Net Settlement Amount.

1 because it: (a) relies upon objective evidence of the length of employment which employees can easily
2 review and confirm for themselves; and (b) allows for a distribution of civil penalties that directly
3 corresponds to the number of pay periods Aggrieved Employees worked during the PAGA Period.
4 This information is readily available from Defendants' records, and the Settlement Administrator can
5 apply the formula in a fair and transparent manner.

6 20. The range of Individual PAGA Payments will vary based on the number of Eligible
7 Pay Periods worked by each Aggrieved Employee. However, based on information provided by
8 Defendants, I estimate that the average Individual PAGA Payment to Aggrieved Employees will be
9 approximately \$384.93, with the highest Individual PAGA Payment estimated to be \$591.40 and the
10 lowest Individual PAGA Payment estimated to be \$4.73.

11 21. Individual PAGA Payments to Aggrieved Employees shall be allocated as 100%
12 penalties. (Agreement, ¶ 47(c).)

13 22. The Settlement Administrator shall determine the amounts of each Individual PAGA
14 Payment. (Agreement, ¶ 45(b).) All payments owed under the Settlement shall be disbursed no later
15 than fourteen (14) calendar days of the funding of the Gross Settlement Amount. (Agreement, ¶ 49.)

16 23. Checks for Individual PAGA Payments shall be accompanied by a Settlement Cover
17 Letter explaining the key terms of the Settlement, substantially in the form attached as "Exhibit A" to
18 the Agreement. (Agreement, ¶¶ 30, 49, Exh. A.)

19 ***Distribution of Uncashed Checks - CMO § D(10)***

20 24. All checks issued to Aggrieved Employees shall remain valid and negotiable for one
21 hundred eighty (180) calendar days from their date of issuance. Any funds from checks for Individual
22 PAGA Payments that remain uncashed after 180 days shall be transferred to the California Controller's
23 Unclaimed Property Fund in the name of the Aggrieved Employee. (Agreement, ¶ 49(b).)

24 ***Settlement Administrator Bids - CMO § D(8)(a)***

25 25. The parties have selected Phoenix Settlement Administrators to serve as the Settlement
26 Administrator. I also obtained administration estimates from ILYM Group, Inc., Apex Class Action
27 Administration, and Simpluris, Inc.. Phoenix Settlement Administrators was ultimately selected as the
28 Settlement Administrator because it provided the lowest estimate and, consequently, would result in

1 the highest net recovery by the LWDA and the Aggrieved Employees. A true and correct copy of the
2 administration bids that were provided to me by Phoenix Settlement Administrators, ILYM Group,
3 Inc., Apex Class Action Administration, and Simpluris, Inc. are attached hereto as **Exhibits 3-6**.

4 ***Release of PAGA Claims – CMO § D(7)***

5 26. Upon the complete funding of the Gross Settlement Amount, Plaintiff, the Aggrieved
6 Employees, and the LWDA will be deemed to have released and discharged the Released Parties from
7 any and all claims for the recovery for civil penalties, attorneys' fees and costs permissible under
8 PAGA that were alleged, or reasonably could have been alleged, based on the factual allegations and
9 claims asserted in the Complaint and the PAGA Notice, including failure to pay minimum wages,
10 failure to pay overtime wages, failure to provide compliant meal periods and associated premiums,
11 failure to provide compliant rest periods and associated premiums, failure to timely pay wages during
12 employment, failure to timely pay wages upon termination, failure to keep maintain requisite payroll
13 records, failure to furnish accurate itemized wage statements, and failure to indemnify or reimburse
14 necessary business expenses, and for violations of California Labor Code sections 201, 202, 203, 204,
15 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802. The Release of
16 PAGA Claims is limited to claims arising during the PAGA Period. The Released Claims do not
17 release any Aggrieved Employees' claim for wages or damages. (Agreement, ¶ 52.)

18 ***Nature of Plaintiff's General Release/Release of Unpled Claims - CMO § D(4)(a)***

19 27. In addition to the Release of PAGA Claims provided in the Agreement, Plaintiff has
20 agreed to a broader general release of any individual claims he may have against the Released Parties.
21 (Agreement, ¶ 53.)

22 **DEFENDANTS' TOTAL POTENTIAL EXPOSURE**

23 ***Nature and Number of Alleged Violations and Maximum Potential Penalties – CMO § D(2)(a)-(c)***

24 28. Prior to mediation, I analyzed all available data and information, and determined that
25 if all claims were adjudicated in favor of Plaintiff, Aggrieved Employees, and the LWDA, and the
26 Court awarded all civil penalties available under PAGA, Defendants faced a maximum potential
27 liability of approximately \$8,968,712.00 which can be broken down by violation as follows:
28 \$640,700.00 for failure to pay overtime compensation; \$1,281,400.00 for failure to pay minimum

wages; \$1,281,400.00 for failure to provide meal periods; \$1,281,400.00 for failure to provide rest periods; \$1,281,400.00 for failure to reimburse business expenses; \$1,281,400.00 for failure to timely pay wages during employment; \$482,112.00 for failure to pay all wages due upon termination of employment; \$1,281,400.00 for failure to provide accurate wage statements; and \$157,500.00 for failure to maintain required payroll records. A detailed explanation of the nature of the claims and how the foregoing calculations were reached is set forth below.

29. Minimum Wage and Overtime Violations: Plaintiff contends that Defendants utilized an electronic timekeeping systems that automatically rounded all time entries (with the exception of meal period punches) in five (5) minute increments. Plaintiff contends that, as a result of these rounding practices, Defendants failed to pay all minimum wages and overtime compensation owed to the Aggrieved Employees at least once per pay period. Based on information provided by Defendants, as the date of the mediation, there were a total of approximately 310 Aggrieved Employees who worked a collective total of 25,628 weekly pay periods during the PAGA Period. Pursuant to Cal. Labor Code § 2699(o), potential penalties are reduced by one-half if the regular pay periods are weekly rather than biweekly or semimonthly. Based on the foregoing Defendants' maximum potential liability for civil penalties associated with unpaid minimum wage and overtime compensation was calculated as follows:

- *Unpaid Minimum Wages*: 25,628 weekly pay periods x \$100 civil penalty under Cal. Labor Code § 1197.1 x 50% reduction in penalties under Cal. Labor Code § 2699(o) = \$1,281,400.00.
- *Unpaid Overtime Compensation*: 25,628 weekly pay periods x \$50 civil penalty under Cal. Labor Code § 558 x 50% reduction in penalties under Cal. Labor Code § 2699(o) = \$640,700.00.

30. Meal and Rest Period Violations: Plaintiff alleges that Defendants' written policies failed to fully inform Aggrieved Employees of their right to uninterrupted rest periods. Plaintiff also alleges that Defendants' written policies required Aggrieved Employees to stay on-site during rest periods, and therefore failed to fully relieve Aggrieved Employees of all employer control. Plaintiff further alleges that Aggrieved Employees were consistently required to cut their meal and rest periods

1 short, and routinely experienced interruptions to both their meal and rest periods. Plaintiff contends
2 that Defendants failed to pay Aggrieved Employees all meal and rest period premiums owed for these
3 violations. Plaintiff estimates that, as a result of these policies and practices, Aggrieved Employees
4 experienced meal and rest periods violations at least once per pay period. Based on the foregoing
5 Defendants' maximum potential liability for civil penalties associated with meal and rest periods
6 violations was calculated as follows:

- 7 • *Meal Period Violations:* 25,628 weekly pay periods x \$100 civil penalty under Cal. Labor
8 Code § 2699 x 50% reduction in penalties under Cal. Labor Code § 2699(o) =
9 \$1,281,400.00.
- 10 • *Rest Period Violations:* 25,628 weekly pay periods x \$100 civil penalty under Cal. Labor
11 Code § 2699 x 50% reduction in penalties under Cal. Labor Code § 2699(o) =
12 \$1,281,400.00.

13 31. Business Expense Reimbursement Violations: Plaintiff alleges that Defendants
14 required Aggrieved Employees to incur numerous business-related expenses for which they were not
15 reimbursed, including steel-toed boots and use of their personal cell phones for work-related purposes.
16 Plaintiff estimates that, as a result of these policies and practices, Aggrieved Employees experienced
17 business expense violations at least once per pay period. Based on the foregoing Defendants'
18 maximum potential liability for civil penalties associated with expense reimbursement violations was
19 calculated as follows: 25,628 weekly pay periods x \$100 civil penalty under Cal. Labor Code § 2699
20 x 50% reduction in penalties under Cal. Labor Code § 2699(o) = \$1,281,400.00.

21 32. Failure to Timely Pay Wages During Employment: As a result of Defendants'
22 overtime, minimum wage, meal period, and rest period violations, Plaintiff alleges that Defendants
23 failed to timely pay all wages owed to Aggrieved Employees during their employment in violation of
24 California Labor Code § 204. Based on the foregoing Defendants' maximum potential liability for
25 civil penalties associated with violations of Cal. Labor Code § 204 was calculated as follows: 25,628
26 weekly pay periods x \$100 civil penalty under Cal. Labor Code § 210 x 50% reduction in penalties
27 under Cal. Labor Code § 2699(o) = \$1,281,400.00.

28 33. Failure to Timely Pay Wages Upon Termination of Employment: As a result of

Defendants' overtime, minimum wage, meal period, and rest period violations, Plaintiff alleges that Defendants failed to timely pay all wages owed to Aggrieved Employees upon termination of their employment in violation of California Labor Code § 201 and 202.0 Based on information provided by Defendants, 81 Aggrieved Employees terminated their employment with Defendants during the PAGA Period. Based on the foregoing Defendants' maximum potential liability for civil penalties associated with violations of Cal. Labor Code §§ 201 and 202 was calculated as follows: 81 former employee x 30 days penalties under Cal. Labor Code § 256 x 8 hours per day x \$24.80 average hourly rate of pay = \$1,281,400.00.

34. Failure to Provide Accurate Wage Statements: As a result of Defendants' overtime, minimum wage, meal period and rest period violations, Plaintiff alleges that Defendants failed to provide accurate wage statements reflecting all wages due to Aggrieved Employees in violation of California Labor Code § 226. Based on the foregoing Defendants' maximum potential liability for civil penalties associated with wage statement violations was calculated as follows: 325,628 weekly pay periods x \$100 civil penalty under Cal. Labor Code § 2699 x 50% reduction in penalties under Cal. Labor Code § 2699(o) = \$1,281,400.00.

35. Failure to Maintain Required Payroll Records: As a result of Defendants' overtime, minimum wage, meal period, and rest period violations, Plaintiff alleges that Defendants failed to maintain payroll records accurately reflecting all time worked by Aggrieved Employees in violation of California Labor Code § 1174(d). Based on the foregoing, Defendants' maximum potential liability for civil penalties associated with recordkeeping violations was calculated as follows: 315 Aggrieved Employees x \$500 civil penalty under Cal. Labor Code § 1174.5 = \$157,500.00

RISKS ASSOCIATED WITH CONTINUED LITIGATION

CMO - §§ D(2)(d)-(h)

36. Although Defendants' "soaking wet" liability in this Action is substantial, such calculations assume that Plaintiff fully prevails at every stage of litigation through trial and appeals, and is awarded the maximum amount of civil penalties allowed under PAGA on each and every potential violation. While I believed that Plaintiff's claims are fundamentally meritorious, I recognized that there were significant risks associated with protracted litigation of this Action, which

are detailed below. In reaching the decision to settle the Action at this juncture in litigation, I considered the specific risks associated with each of the primary claims, and applied appropriate risk-based adjustments to determine the realistic range of recovery as follows:

37. First, over 30% of Defendants' potential exposure arises from civil penalties associated with Defendants' alleged failure to timely pay final wages, failure to timely pay wages during employment, failure to keep accurate payroll records, and failure to provide accurate wage statements. There is significant uncertainty attached to these claims, as they are entirely derivative of Plaintiffs' primary claims for meal period, rest period, minimum wage, overtime violations, and unreimbursed business expenses. Indeed, in 2024, PAGA was amended to expressly prohibit collection of civil penalties arising from derivative violations absent a showing that such violations were will or intentional. *See* Cal. Labor Code § 2699(i). Given this amendment, even if Plaintiff successfully establishes Defendants' liability for his primary minimum wage, overtime, meal period and rest period theories, it is highly unlikely that the Court would assess any civil penalties that were purely derivative in nature. Accordingly, the risk-adjusted liability for civil penalties arising from violations of Labor Code §§ 201, 202, 204, 226 and 1174 were assessed at \$0.00.

38. Second, in order to prevail at trial in the Action, Plaintiff would have to prove each of the underlying Labor Code violations and demonstrate that *every* Aggrieved Employee suffered these violations *every* pay period with requisite certainty. *See Green v. Lawrence Service Co.*, 2013 U.S. Dist. LEXIS 109270 at *15, fn. 5 (C.D. Cal. July 22, 2013) ("whether each PAGA claims succeeds or fails is determined by the merits of the substantive claims on which each is based.") While I was confident in the merits of Plaintiff's primary claims, legitimate controversies exist as to each of the Labor Code violations underlying the Action. The specific challenges associated with establishing each of the primarily underlying Labor Code violations are set forth below:

- a. Unpaid Minimum Wage and Overtime Compensation: Plaintiff contends that Defendants failed to pay minimum wages and overtime compensation owed to Aggrieved Employees as result its practice of rounding Aggrieved Employees' time records. Defendants contended that their rounding practices were facially neutral, and therefore lawful under *See's Candy Shops, Inc. v. Superior Court*, 210 Cal.App.4th

889, 895 (2012). Defendants also argued that any unpaid wages resulting from this practice were *de minimis*. The California Supreme Court recently granted review in *Camp v. Home Depot U.S.A., Inc.* to address whether the practice of “neutral” time rounding permitted under *See’s Candy Shops, Inc.* remains lawful in view of technological advances that allow employers to track time precisely. *See Camp v. Home Depot U.S.A., Inc.*, 304 Cal.Rptr.3d 82 (Feb. 1, 2023, No. S277518). I strongly believe that current trends in California jurisprudence indicate that the California Supreme Court will eventually hold that any rounding of time records is unlawful. *See Donohue v. AMN Services, LLC*, 11 Cal.5th 58, 73 (2021); *Troester v. Starbucks Corp.*, 5 Cal.5th 829, 847 (2018). Nevertheless, I recognized that the law governing the legality of Defendants’ rounding practices is currently in a state of flux, creating uncertainty as to the ultimate viability of this claim. Accordingly, I applied a 50% reduction for these merits-based risks, resulting in an adjusted estimated liability of \$640,700.00 for civil penalties associated with minimum wage violations and \$320,350.00 for civil penalties associated with overtime violations.

b. Meal Period Claims: Plaintiff contends that Aggrieved Employees frequently experienced meal periods that were either shortened or interrupted, and were not paid meal period premiums for such violations. At mediation, Defendants asserted that their written meal period policies substantially complied with California law. Defendants also maintained that Aggrieved Employees were provided ample opportunity to take meal periods, and that if Aggrieved Employees did not take compliant meal breaks, it is because they voluntarily chose not to do so. While I strongly disagreed with Defendants’ contentions, I recognized that Defendants could potentially prevail on a defense that Aggrieved Employees voluntarily waived meal periods, significantly reducing Defendants’ potential liability for this claim. Accordingly, I applied a 50% reduction for these merits-based risks, resulting in an adjusted estimated liability of \$640,700.00 for civil penalties associated with meal period violations.

c. Rest Period Claims: Plaintiff contends that Defendants’ formal rest period policies

1 failed to advise Aggrieved Employees of their right to a 10-minute uninterrupted rest
2 period for every 4 hours worked or major fraction thereof, and required employees to
3 stay on-site during rest periods. Plaintiff further contends that, as a matter of actual
4 practice, Aggrieved Employees were often required to skip or shorten their rest periods,
5 and were not paid rest period premiums for such violations. As with meal periods,
6 Defendants asserted that their written policies substantially complied with California
7 law, that Aggrieved Employees were allowed to take rest periods, and that Aggrieved
8 Employees who worked through their rest periods did so voluntarily. While I disagreed
9 with Defendants' positions, I recognized that, rest period claims are inherently difficult
10 prove, given that an employer has no obligation to maintain records of rest periods.
11 Given these difficulties, there were legitimate concerns Plaintiff would not be able to
12 prove substantial violations with requisite certainty at trial. Accordingly, I applied a
13 80% reduction for these merits-based risks, resulting in an adjusted estimated liability
14 of \$256,280.00 for civil penalties associated with rest period violations.

15 d. Reimbursement Claims: Plaintiff contends that Defendants failed to reimburse
16 Aggrieved Employees for necessary business expenses, such as use of their personal
17 cell phones and the purchase of steel-toed boots. Defendants asserted that Aggrieved
18 Employees were not required to use their personal cells phones and were provided a
19 stipend for work shoes. Again, while I believe that Plaintiff can prevail on this claim, I
20 am cognizant of the difficulty of proving liability for reimbursement claims absent
21 records of such expenses actually being incurred. Accordingly, I applied a 80%
22 reduction for these merits-based risks, resulting in an adjusted estimated liability of
23 \$256,280.00 for civil penalties associated with expense reimbursement violations.

24 e. Total Adjusted Liability After Adjustments Merits-Based Risks – After applying the
25 foregoing reductions for merits-based risks, I estimated that Defendants faced an
26 adjusted gross liability of \$2,114,310.00.

27 39. In addition to the merits-based risks set forth above, Defendants further asserted that
28 Plaintiffs' claims raised highly individualized claims that could not be manageably tried. In 2024,

1 PAGA was amended to explicitly grant trial courts discretion to limit the scope of PAGA claims and
2 evidence presented at trial so that claims can be effectively tried. See Cal. Lab. Code § 2699(p). In
3 light of this amendment, there was a real possibility Defendants could ultimately move to strike several
4 of Plaintiff's PAGA claims based on manageability concerns. I applied a further 50% reduction to
5 account for these potential challenges, resulting in an adjusted gross liability of \$1,057,155.00.

6 40. I also anticipate that there would be significant disputes regarding the calculation of
7 penalties owed by Defendants. There is very little published law and guidance regarding the
8 assessment of penalties under PAGA, and no clearly established methodology. However, the law is
9 clear that courts have discretion to greatly limit the penalties awarded under PAGA. Cal. Lab. Code §
10 2699(e)(2); *Thurman v. Bayshore Transit Management, Inc.*, 203 Cal. App. 4th 1112, 1135 (2012).
11 *See also, Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016) (reducing penalties by
12 97.5%); *Fleming v. Covidien*, 2011 U.S. Dist. LEXIS 154590, *8-9 (C.D. Cal. 2011) (reducing
13 potential PAGA penalties by over 80 percent); *Magadia v. Wal-Mart Assocs. et al.*, 384 F. Supp. 3d
14 1058, 1069 (N.D. Cal. 2019)(applying 67% and 80% reductions to PAGA Penalties). Here, Defendants
15 would likely argue that they made a good faith effort to comply with their legal obligations and that
16 any violations that occurred were not "willful", rendering the imposition of any heightened penalties
17 inappropriate. While I believe that such positions lack merit, I was aware that even if Plaintiff
18 successfully established liability, there was a significant likelihood that the Court could find that the
19 imposition of the maximum potential civil penalties could be considered unjust, arbitrary, oppressive,
20 or confiscatory, and would exercise its discretion to significantly reduce any penalties under PAGA. I
21 applied a further 50% reduction to account for these potential challenges, resulting in a final adjusted
22 gross liability of \$528,577.50.

23 41. Further, while I was confident of the merits of this case and was prepared to litigate the
24 case, I recognized the significant risk and expense of continued litigation, trial, and possible appeals,
25 all of which would substantially delay and reduce any recovery by the LWDA and Aggrieved
26 Employees. Establishing the alleged violations with requisite certainty would be an expensive, time-
27 consuming, and extremely uncertain proposition. In order to prove Plaintiff's claims, my firm will
28 need to request and analyze thousands of pages of documents, and obtain numerous declarations at

1 great expense. Obtaining the cooperation of current employees would also be difficult, given the likely
2 reluctance to aid prosecution of a lawsuit against a current employer. On the other hand, Defendants
3 would likely be able to obtain the cooperation of their current employees. Moreover, even if Plaintiff
4 prevails on all claims at trial, possible appeals would substantially delay any recovery by the LWDA
5 and Aggrieved Employees. These risks are all obviated by the Settlement, which if approved by the
6 Court will ensure that the LWDA and Aggrieved Employees receive timely relief and avoid the risk
7 of an unfavorable judgment.

8 42. Finally, I remained cognizant that PAGA is fundamentally not intended to be
9 compensatory in nature, but is instead intended to facilitate enforcement of California's labor laws by
10 financing state activities and educating and deterring non-compliance. See Cal. Labor Code § 2699(i);
11 *Arias v. Sup. Ct.*, 46 Cal. 4th 980; *Williams v. Sup. Ct.*, 3 Cal.5th 531, 546 (2017).

12 43. Thus, based on these considerations, I submit that the Settlement is fair, reasonable,
13 and adequate, and is in the best interest of the LWDA and Aggrieved Employees. I further submit that
14 the Gross Settlement Amount of \$580,024.00 – representing over 10% of Defendants' maximum
15 potential liability for penalties available for “non-derivative” violations - falls well within the range of
16 reasonableness for settlement of PAGA claims. See *Alcala v. Meyer Logistics, Inc.*, 2019 WL
17 4452961, *9 (C.D. Cal. June 17, 2019) (holding that allocation of 1.25% of gross settlement amount
18 to PAGA penalties “falls within the zero to two percent range for PAGA claims approved by courts.”);
19 *In re M.L. Stern Overtime Litig.*, 2009 WL 995864, *1 (S.D. Cal. Apr. 13, 2009) (approving PAGA
20 penalties of 2% of gross settlement amount); *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010
21 (E.D. Cal. 2015) (approving PAGA penalties of \$5,000.00 in a \$1.5 million class settlement); *Zamora*
22 *v. Ryder Integrated Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment
23 to LWDA for PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist.
24 LEXIS 42637 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v.*
25 *Sky Chefs, Inc.*, 2014 U.S. Dist. Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the
26 LWDA for PAGA out of \$1,750,000 class settlement.) Moreover, the overall relief obtained by the
27 Settlement is significant, not only from a monetary perspective, but also because it fulfills the public
28 policy objectives of PAGA—to promote enforcement of California's labor laws, provide funds to the

1 state, and deter future non-compliance by Defendants.

2 **QUALIFICATIONS OF PLAINTIFF'S COUNSEL**

3 44. I am a founding partner of Parker & Minne, LLP. I received my Bachelor of Arts
4 degree, *cum laude*, from the University of California, Los Angeles in 2001. In 2007, I received a Juris
5 Doctor degree from the UCLA School of Law. During my time at the UCLA School of Law, from
6 approximately June 2005 to August 2005, I served as a judicial extern to the Honorable Ernest M.
7 Hiroshige of the Los Angeles County Superior Court. I also externed with the California Department
8 of Justice – Office of the Attorney General from approximately June 2006 to August 2006. I was
9 admitted to the State Bar of California in December of 2007, and have been an active member in good
10 standing continuously since then. I am admitted to practice in all federal District Courts in the State
11 of California. I am a member of the California Employment Lawyer's Association.

12 45. Since being admitted to the California State Bar in 2007, my practice has focused
13 exclusively on the representation of employee plaintiffs. From October 2007 to August 2011, I was
14 employed as an Associate Attorney at Rastegar & Matern, APC. From September 2011 to August
15 2018, I was employed as a Senior Associate Attorney at Rastegar Law Group, APC. From September
16 2018 to October 2021, I was employed as Senior Counsel with Protection Law Group, LLP. From
17 October 2021 to June 2022, I was employed as Senior Counsel at Blackstone Law, APC. At each of
18 these firms, my practice was focused on the representation of employees in complex class and
19 representative PAGA actions involving claims for violations of the California Labor Code. In July
20 2022, I co-founded Parker & Minne, LLP.

21 46. Parker & Minne, LLP is a law firm that is dedicated to the exclusive representation of
22 employees in disputes against their employers. Parker & Minne, LLP currently represents numerous
23 employees in courts across California, with complex class actions and representative PAGA actions
24 accounting for over half of our caseload. The founding partners of Parker & Minne, LLP possess over
25 30 years of combined experience litigating cases involving Labor Code violations in individual, class,
26 and representative actions on behalf of California's employees.

27 47. During the course of my career, I have managed numerous wage and hour class and
28 representative PAGA actions from inception through resolution. Accordingly, I have extensive

1 experience in all aspects of class action and representative PAGA litigation including, but not limited
2 to: initial case selection and client consultation; drafting complaints and PAGA notice letters;
3 propounding and responding to written discovery; meeting and conferring regarding discovery
4 disputes; taking depositions of defendants' persons most knowledgeable, class member declarants,
5 and other percipient witnesses; defending depositions of named plaintiffs and putative class members;
6 opposing and arguing demurrers, motions to strike, motions for judgment on the pleadings, motions
7 to dismiss, motions to compel arbitration, and motions for summary judgment; drafting and arguing
8 motions to compel; drafting and arguing motions to determine class arbitrability in class arbitration
9 proceedings; drafting motions for class certification; drafting motions for summary judgment; drafting
10 appellate briefs; representing employees in both individual and class-wide arbitration proceedings;
11 interviewing putative class members and obtaining declarations in support of class certification;
12 working with experts to analyze time and payroll data for purposes of both settlement negotiations and
13 contested class certification motions; drafting mediation briefs and class-wide damages analyses;
14 mediating class action and PAGA cases; drafting and arguing motions for preliminary approval;
15 drafting and arguing motions for final approval; and oversight of the administration of complex wage
16 and hour settlements.

17 48. Since opening in 2022, Parker & Minne, LLP has been approved as class counsel in
18 the following matters:

- 19 • *Kincaid v. Education Credit Management Corporation, Inc.* (United States District Court,
20 Eastern District of California Case No. 2:21-cv-00863-TLN-JDP), a wage and hour class
21 action brought on behalf of hourly-paid employees of a student loan guarantor, in which
22 Parker & Minne LLP was appointed as class counsel following contested class certification
23 proceedings.
- 24 • *Gonzalez v. Hunt Enterprises, Inc.* (Los Angeles County Superior Court Case No.
25 22STCV15057), a wage and hour class action and representative PAGA action brought on
26 behalf of property-management employees, in which Parker & Minne, LLP was appointed
27 class counsel in settlement.

- 1 • *Bradley v. Native American Health Center, Inc.* (Alameda County Superior Court Case No.
2 22CV011617), a wage and hour class action and representative PAGA action brought on
3 behalf of healthcare employees, in which Parker & Minne, LLP was appointed class
4 counsel in settlement.
- 5 • *Zaragoza v. The Arc of Ventura County, Inc.* (Ventura County Superior Court Case No.
6 56-2022-00565343-CU-OE-VTA), a wage and hour class action and representative PAGA
7 action brought on behalf of a group of employees who provided support services to
8 individuals with intellectual and developmental disabilities, in which Parker & Minne, LLP
9 was appointed class counsel in settlement.
- 10 • *Estrada v. Belshire Environmental Services, Inc.* (Orange County Superior Court Case No.
11 30-2022-01262282-CU-OE-CXC), a wage and hour class action and representative PAGA
12 action brought on behalf of environmental compliance employees, in which Parker &
13 Minne, LLP was appointed class counsel in settlement.
- 14 • *Schwarzenberger v. Berger Steel Corporation* (Sacramento County Superior Court Case
15 No. 34-2022-00319703-CU-OE-GDS), a wage and hour class action and representative
16 PAGA action brought on behalf of a group of steel workers, in which Parker & Minne,
17 LLP was appointed class counsel in settlement.
- 18 • *Hernandez v. New Image Pool Interiors* (Tulare County Superior Court Case No.
19 VCU293400), a wage and hour class action and representative PAGA action brought on
20 behalf of a group of pool remodeling employees, in which Parker & Minne, LLP was
21 appointed as class counsel in settlement.
- 22 • *Ragsdale v. Pacific Ethanol, Inc.* (Sacramento County Superior Court Case No. 34-2019-
23 00251883-CU-OE-GDS), a wage and hour class action and representative PAGA action
24 brought on behalf employees of a producer of specialty alcohol and essential ingredients,
25 in which Parker & Minne, LLP was appointed as class counsel in settlement.
- 26 • *Reyes v. Valley Chrome Plating, Inc.* (Fresno County Superior Court Case No.
27 22CECG01415), a wage and hour class action and representative PAGA action brought on
28

1 behalf of employees of a trucking parts manufacturer, in which Parker & Minne, LLP was
2 appointed as class counsel in settlement.

- 3 • *Rodriguez v. Summerset Senior Living* (Placer County Superior Court Case No. S-CV-
4 0048722), a wage and hour class action and representative PAGA action brought on behalf
5 of employees of an assisted living facility, in which Parker & Minne, LLP was appointed
6 as class counsel in settlement.
- 7 • *Martinez v. Doubleco, Inc.* (San Bernardino County Superior Court Case No.
8 CIVSB2210419), a wage and hour class action and representative PAGA action brought
9 on behalf of employees of a manufacturer of specialty fasteners and hardware, in which
10 Parker & Minne, LLP was appointed as class counsel in settlement.
- 11 • *Medina v. Natureware, Inc.* (Orange County Superior Court Case No. 30-2021-01215641-
12 CU-OE-CXC), a wage and hour class action and representative PAGA action brought on
13 behalf of employees of distributor of vitamins and healthcare supplements, in which Parker
14 & Minne, LLP was appointed class counsel in settlement.
- 15 • *Perez v. Commercial Lighting Industries, Inc.* (Riverside County Superior Court Case No.
16 CVRI2301807), a wage and hour class action and representative PAGA action brought on
17 behalf of employees of a distributor of lighting fixtures, in which Parker & Minne, LLP
18 was appointed class counsel in settlement.
- 19 • *Villeda v. Aria Technologies, Inc.* (Alameda County Superior Court, Case No.
20 22CV011091), a wage and hour class action and representative PAGA Action brought on
21 behalf of employees of a manufacturer of fiber optic connectivity products, in which Parker
22 & Minne, LLP was appointed as class counsel in settlement.
- 23 • *Young v. Northwest Confections California* (Sacramento County Superior Court Case No.
24 34-2022-00320387-CU-OE-GDS), a wage and hour class action and representative PAGA
25 action brought on behalf of employees of a distributor of cannabis goods, in which Parker
26 & Minne, LLP was appointed as class counsel in settlement.
- 27 • *Flores v. Aspen Medical Products* (Orange County Superior Court Case No. 30-2023-
28 01320570-CU-OE-CXC), a wage and hour class action and representative PAGA action

1 brought on behalf of employees of spinal bracing orthotics distributor, in which Parker &
2 Minne, LLP was appointed as class counsel in settlement.

- 3 • *Rojo v. Farwest Insulation Contracting* (Orange County Superior Court Case No. 30-2022-
4 01259062-CU-OE-CXC), a wage and hour class action brought on behalf of a employees
5 of an industrial insulation, asbestos abatement, and firestopping contractor in which Parker
6 & Minne, LLP was appointed as class counsel in settlement.
- 7 • *Lopez v. Bonnie Plants, Inc.* (Santa Cruz County Superior Court Case No. 22CV02758), a
8 wage and hour class action and representative PAGA brought on behalf of a employees of
9 grower and seller of vegetable and herb plans in which Parker & Minne, LLP was appointed
10 as class counsel in settlement.
- 11 • *Roos v. Spectra360, Inc.* (Alameda County Superior Court Case No. 22CV005271), a wage
12 and hour class action and representative PAGA action brought on behalf of employees of
13 a distributor of plumbing, HVAC, and lighting products, in which Parker & Minne, LLP
14 was appointed as class counsel in settlement.
- 15 • *Correa v. Financial Partners Credit Union* (Los Angeles County Superior Court Case No.
16 21STCV07183), a wage and hour class action and representative PAGA action brought on
17 behalf of employees of a credit union, in which Parker & Minne, LLP was appointed as
18 class counsel in settlement.
- 19 • *Perez v. Sansum Clinic* (San Bernardino County Superior Court Case No. 23CV01312), a
20 wage and hour class action and representative PAGA action brought on behalf of
21 employees of a healthcare provider, in which Parker & Minne, LLP was appointed as class
22 counsel in settlement.
- 23 • *Abarca-Hernandez v. Highland Wholesale Foods, Inc.* (San Joaquin County Superior
24 Court Case No. STK-CV-UOE-2023-0004714), a wage and hour class action and
25 representative PAGA brought on behalf of employees of a grocery distributor, in which
26 Parker & Minne, LLP was appointed class counsel in settlement.
- 27 • *Escobar v. Tierra Mia Coffee Company* (Los Angeles County Superior Court Case No.
28 18STCV07938), a wage and hour class action and representative PAGA Action brought

1 on behalf of employees of chain of coffee shops, in which Parker & Minne, LLP was
2 appointed class counsel in settlement.

- 3 • *Francis v. Bay Standard Manufacturing, Inc.* (Contra Costa Superior Court Case No. C23-
4 02686) a wage and hour class action and representative PAGA Action brought on behalf
5 of manufacturing employees, in which Parker & Minne, LLP was appointed class counsel
6 in settlement.
- 7 • *Vega-Felix v. Green Acres Nursery & Supply LLC* (Sacramento County Superior Court
8 Case No. 34-2022-00327142-CU-OE-GDS), a wage and hour class action and
9 representative PAGA Action brought on behalf of gardening center employees, in which
10 Parker & Minne, LLP was appointed as class counsel in settlement.
- 11 • *Jordan v. One Medical Group, Inc.* (Alameda County Superior Court Case No.
12 23CV041507), a wage and hour class action and representative PAGA Action brought on
13 behalf of employees of a healthcare services provider, in which Parker & Minne, LLP was
14 appointed as class counsel in settlement.
- 15 • *Delgado v. Akua Behavioral Health, Inc.* (Los Angeles County Superior Court Case No.
16 22STCV13591), a wage and hour class action and representative PAGA Action brought
17 on behalf of employees of a substance use and mental health services provider, in which
18 Parker & Minne, LLP was appointed as class counsel in settlement.
- 19 • *Nordman v. Bon Appetit Management Co.* (San Mateo County Superior Court Case No.
20 23-CIV-00188), a wage and hour class action and representative PAGA Action brought on
21 behalf of employees of a food service provider, in which Parker & Minne, LLP was
22 appointed as class counsel in settlement.
- 23 • *Williams v. Velo3D, Inc.* (Alameda County Superior Court Case No. 24CV070396), a wage
24 and hour class action and representative PAGA Action on behalf of employees of a 3-D
25 printing company, in which Parker & Minne, LLP was appointed as class counsel in
26 settlement.

27 49. Prior to opening Parker & Minne, LLP, I worked with a team of attorneys on a number
28 of matters that were certified by way of contested class certification motions, including: *Behaein v.*

1 *Pizza Hut, Inc.*, Los Angeles Superior Court Case No. BC541415 (certified wage and hour class action
2 brought on behalf of hourly-paid fast food employees for alleged meal period, rest period, and expense
3 reimbursement violations); *Garmendia v. Fortune Fashion Industries, LLC*, Los Angeles Superior
4 Court Case No. BC389960 (certified wage and hour class action brought on behalf of hourly paid
5 garment workers in the State of California); *Gutierrez v. Dynaflex Products*, Los Angeles Superior
6 Court Case No. BC360704 (certified wage and hour class action brought on behalf of hourly paid
7 manufacturing employees in the State of California); *ABM Industries Overtime Cases*, JCCP Case No.
8 CJC-07-004502 (certified wage and hour class action brought on behalf of janitorial employees for
9 meal and rest period, split-shift, and reimbursement violations); and *Hines v. KFC U.S. Properties,*
10 *Inc.*, S.D. Cal. Case No. 3:09-cv-02422, (certified wage and hour class action brought on behalf of
11 hourly-paid fast food employees in the State of California).

12 50. In addition, I acted as the managing attorney at my prior firms in the following non-
13 exhaustive list of cases that were certified for settlement purposes and/or where settlement of
14 representative PAGA claims was approved: *Raquel Melara v. Los Palos Convalescent Hospital*, Los
15 Angeles Superior Court Case No. BC385437; *Jeanette Delgado v. El Pollo Loco, Inc.*, Los Angeles
16 Superior Court Case No. BC391758; *Hector Arceo v. International Paper Co.*, Los Angeles Superior
17 Court Case No. BC389721 ; *Brandon Waibl v. International Paper Co.*, Los Angeles Superior Court
18 Case No. BC428670; *Cheryl Luke v. The Sisters of Nazareth Los Angeles*, Los Angeles Superior Court
19 Case No. BC572227; *Elizabeth Romero v. Jobbers Meat Packing Co., Inc.*, Los Angeles Superior
20 Court Case No. BC499085; *Natividad Barrera v. La Jolla Cove Motel and Hotel Apartments*, San
21 Diego County Superior Court Case No. 37-2014-00022715-CU-OE-CTL; *Gustavo Meza v. OldCastle*
22 *BuildingEnvelope, Inc.*, Los Angeles County Superior Court Case No. BC523586; *Reina Arriaga v.*
23 *Kitchell Corporation*, San Diego County Superior Court Case No. 37-2016-00034681-CU-OC-CTL;
24 *Jose Manuel Garcia v. Crockett Graphics, Inc.*, Ventura County Superior Court Case No. 56-2016-
25 00485262-CU-OE-VTA; *Manuel Saucedo v. Hussmann Corporation*, Los Angeles County Superior
26 Court Case No. BC611159; *Hector Garcia v. Santa Victoria Investments*, Los Angeles County
27 Superior Court Case No. BC562717; *Maria Guadalupe Ramirez v. Wing N Things, Inc.*, San Diego
28 County Superior Court Case No. 37-2013-00040760-CU-OE-NC; *Ernesto Pintor v. Phil's BBQ of*

1 *Point Loma, Inc.*, San Diego County Superior Court Case No. 37-2015-00030542-CU-OE-CTL;
2 *Mario Morales v. Western Pacific Pulp and Paper*, Los Angeles County Superior Court Case No.
3 BC617544; *Ruth Fuentes v. Communications Test Design, Inc.*, San Bernardino County Superior
4 Court Case No. CIVDS1802427; *Briana Fernandez v. Sumitomo Rubber North America*, San
5 Bernardino County Superior Court Case No. CIVDS1803211; *Leandra Rodriguez v. The RealReal,*
6 *Inc.*, San Francisco County Superior Court Case No. CGC-19-574661; *Miguel Montes v. Kindness*
7 *General Contractors*, Orange County Superior Court Case No. 30-2018-01024338-CU-OE-CXC;
8 *Yasmine Jennings v. Advantage Sales & Marketing LLC*, Los Angeles County Superior Court Case
9 No. BC696157; *Heriberto Aparicio v. Advantage Painting Solutions, Inc.*, San Bernardino County
10 Superior Court Case No. CIVDS2013809; *Rocio Orozco v. ODW Logistics*, San Bernardino County
11 Superior Court Case No. CIVDS2004281.

12 51. In addition to myself, the following attorneys at Parker & Minne, LLP also expended
13 time actively working on this matter:

- 14 a. Jill J. Parker (Partner) - Ms. Parker obtained a Bachelor of Arts degree from
15 Stanford University in 2003, a Master of Arts degree from the University of
16 California, Los Angeles in 2007, and a Juris Doctor degree from the University
17 of Southern California Gould School of Law in 2010. She was admitted to
18 practice law in California in December 2010. Since that time, Ms. Parker's
19 practice has been exclusively dedicated to prosecuting claims on behalf of
20 plaintiff employees, with a focus on complex wage and hour class actions and
21 representative PAGA actions. She has litigated numerous complex employment
22 cases in counties throughout California and in all four California District Courts.
23 Ms. Parker has extensive experience in all aspects of class action and
24 representative PAGA litigation including, but not limited to: taking and defending
25 depositions; interviewing putative class members; working with expert witnesses
26 to formulate class action trial plans; meeting and conferring regarding discovery
27 disputes and filing motions to compel; opposing motions for summary judgment;
28

1 drafting and arguing motions for class certification; drafting mediation briefs;
2 negotiating class action and PAGA settlements.

3 b. Yasmin Wilber (Associate Attorney) – Ms. Wilber obtained a Bachelor of Arts
4 degree from San Francisco State University in 2018 and a Juris Doctor degree from
5 Southwestern Law School in 2024. She was admitted to practice law in California
6 in May of 2025. Since graduating from law school, Ms. Wilber has focused on
7 representing California employees in single-plaintiff matters, class actions, and
8 representative PAGA actions. Ms. Wilber’s work on such matters has included
9 preparing pleadings, drafting motions and oppositions, conducting legal research,
10 interviewing witnesses, making court appearances, attending mediation, and
11 managing written discovery.

12 52. No one at Parker & Minne, LLP has any financial interest in the Settlement
13 Administrator, Phoenix Settlement Administrators, which would create a conflict of interest.

14 53. After conducting diligent investigation and research, I am unaware of any other class,
15 representative, or collective actions in any other court that assert claims that are similar to those alleged
16 in this Action, or which may be impacted by the proposed Settlement.

17 **ATTORNEYS’ FEES**

18 54. The Agreement allows for a fee award of up to 35% of the Gross Settlement Amount
19 (i.e., \$580,024.00). (Agreement, ¶¶ 6, 40(a).) Based on my experience, I believe the requested fee
20 award is reasonable and is commensurate with: (1) the economic risk my firm and our co-counsel took
21 in commencing this action on a contingent basis; (2) the time, effort and expense dedicated to the
22 cases; (3) the skill and determination this case has required; and (4) the result achieved for the LWDA
23 and the Aggrieved Employees.

24 55. Parker & Minne, LLP and our co-counsel, Lawyers *for* Justice, PC, invested a
25 significant amount of time and resources into the case, with payment deferred to the end of the case,
26 and entirely contingent on the outcome. The work performed by Parker & Minne, LLP and Lawyers
27 *for* Justice, PC during the course of the litigation includes, but is not limited to, the following:
28 performing extensive independent investigation and research regarding Plaintiff’s claims, Defendants’

1 potential defenses, and Defendants' business, operations, and employment policies, practices and
2 procedures; multiple meetings and discussions with Plaintiff and review of documents provided by
3 Plaintiff; analyzing Plaintiff's potential claims and developing a case strategy for trial; drafting the
4 Complaint; drafting the PAGA notice letter to the LWDA; meeting and conferring with Defendants'
5 counsel on numerous occasions over issues related to the pleadings, case management, and formal and
6 informal discovery; propounding formal discovery consisting of multiple sets of Special
7 Interrogatories, Form Interrogatories, and Requests for Production of Documents to each Defendant;
8 preparing for and attending court proceedings; reviewing and analyzing a representative sampling of
9 time records and payroll records for the Aggrieved Employees with the assistance of a data analyst in
10 advance of mediation; reviewing numerous policy documents produced as part of informal discovery;
11 preparing a comprehensive damages analysis and mediation brief; attending private mediation and
12 engaging in settlement negotiations thereat; drafting, negotiating, and revising the Memorandum of
13 Understanding of the Parties' initial agreement to settle the Action; drafting, negotiating, and revising
14 the Joint Stipulation of PAGA Settlement and the Settlement Cover Letter; and preparing the Motion
15 for Approval and supporting documents. The time expended on these tasks was required to bring this
16 matter to a successful conclusion on behalf of the LWDA and Aggrieved Employees.

17 56. In addition to the time and effort expended by my office and our co-counsel, substantial
18 skill was necessary in order to successfully litigate the Action. Reaching a settlement of this matter was
19 not easy, and negotiations were hard fought. Defendants are well-funded entities that retained respected
20 counsel who are experienced in defending employers in complex wage and hour litigation. Defendants
21 and their counsel felt strongly about Defendants' ability to prevail in this matter and, as discussed at
22 length above, were prepared to mount several defenses that presented significant threats to Plaintiff's
23 ability to sustain his claims through trial and appeals. My firm and our co-counsel were able to address
24 these defenses and secure the Settlement because of our substantial experience handling complex wage
25 and hour litigation.

26 57. Additionally, the case was litigated on a purely contingent basis. Had my office and
27 our co-counsel been unsuccessful in prosecuting this Action, the time we expended on this case would
28 have gone entirely uncompensated. My office and my co-counsel have borne all the risks and costs of

1 litigation and will not receive any compensation until recovery is obtained in this Action. This
2 contingent risk is a relevant factor when considering the reasonableness of the requested fee award.

3 58. The efforts of my firm and our co-counsel have resulted in substantial benefits to the
4 LWDA and Aggrieved Employees in the form of a significant monetary fund established to hold
5 Defendants accountable for the alleged wage and hour violations and to advance enforcement of
6 California's labor laws. I believe that without the efforts of my firm and our co-counsel, the claims
7 alleged in the Action would likely have gone without remedy.

8 59. Based on my experience, the requested fee award of 35% of the Gross Settlement
9 Amount is within the range normally awarded in wage and hour class action and representative PAGA
10 action litigation. The requested fee award of up to 35% was agreed to by Plaintiff. The requested fee
11 award was also fully disclosed to Aggrieved Employees in the Settlement Letter. The LWDA is also
12 being provided a copy of the Settlement and information regarding the requested fee award in
13 conjunction with the filing of this Motion.

14 60. Thus, I submit that the requested fee award of 35% of the Gross Settlement Amount is
15 appropriate in light of the excellent result achieved for the LWDA and Aggrieved Employees despite
16 the substantial risks and difficulties described above.

17 61. Further, while the requested fee is a proper and commonly requested percentage of the
18 common fund, the fee request is also justified under a lodestar analysis.

19 62. My current hourly billing rate is \$850.00 per hour. The current hourly billing rate for
20 my partner, Jill J. Parker, is also \$850.00 per hour. The current hourly billing rate for my associate
21 attorney, Yasmin Wilber, is \$350.00 per hour.

22 63. I am informed and believe that the hourly rates requested by my firm are in line with
23 the current market rates for attorneys with comparable experience and qualifications in complex wage
24 and hour litigation. During the course of my practice, I have become familiar with the hourly rates
25 charged by attorneys in complex wage and hour litigation in California, particularly in Los Angeles
26 County where my firm is based. My knowledge and familiarity with such rates comes from a variety
27 of sources including: (1) reviewing numerous fee applications, supporting declarations, and awards in
28 other complex wage and hour cases; (2) extensive personal involvement in preparing fee applications

1 in complex wage and hour cases; (3) reviewing surveys and articles on attorneys' fees in newspapers,
2 treatises, and journals; and (4) my independent research regarding attorney billing rates in employment
3 cases. Based on this information, I believe the prevailing rates for work of this nature in Los Angeles
4 County, where Parker & Minne, LLP is based, typically range from \$300 per hour for junior associates
5 to upwards of \$1,000.00 for partners. Based on the foregoing, I believe that the requested hourly rates
6 of \$850.00 for myself and Ms. Parker and \$350.00 for Ms. Wilber are well within the range of
7 reasonable rates for attorneys of our skill, knowledge, experience, and ability.

8 64. As of the date of this declaration, Parker & Minne, LLP has spent 138.2 hours litigating
9 the Action, for a current lodestar of \$91,070.00. The lodestar is based on the billable hours worked by
10 each attorney at Parker & Minne at their customary hourly rates. Based on my experience, I estimate
11 that my office will spend an additional 10 additional hours on the Action following approval of the
12 Settlement, including monitoring the settlement payment process, answering questions from
13 Aggrieved Employees, and providing a final accounting report to the Court, resulting in an estimated
14 total lodestar of \$94,570.00.

15 65. A true and correct copy of a report detailing the time expended on the Actions by Parker
16 & Minne, LLP as of the date of this declaration is attached hereto as **Exhibit 7**. The standard practice
17 at Parker & Minne, LLP is to maintain contemporaneous records of all attorney work performed, and
18 to record such work in .1 hour increments.

19 66. I am informed that my co-counsel, *Lawyers for Justice*, PC has spent an additional 72.1
20 hours litigating the Action, for a lodestar of \$61,285.00. *See* Declaration of Ryan Slinger ("Slinger
21 Decl."), ¶¶ 13-14, Exh. A.

22 67. Thus, the combined lodestar for both Parker & Minne, LLP and *Lawyers for Justice*,
23 PC, inclusive of anticipated post-approval work, is estimated to be at least **\$155,855.00**.

24 68. Further, given the excellent result swiftly obtained, application of a modest 1.3
25 multiplier to the estimated lodestar is appropriate in this matter.

26 69. As noted above, this case was litigated on a purely contingent basis, meaning my office
27 and our co-counsel bore all the risks should this matter have failed. Moreover, my office and co-
28 counsel still bear the risk of taking whatever actions are necessary to enforce the Settlement in the

1 event that Defendants fail to pay.

2 70. Further, despite being litigated on a contingent basis, this matter involved analysis and
3 investigation of complex legal and factual issues including, without limitation: (1) Defendants'
4 potential defenses to each of the alleged violations underlying Plaintiff's PAGA claim; (2) potential
5 manageability challenges to Plaintiff's claims; (3) uncertainty in the law regarding methodology for
6 assessing civil penalties under PAGA; and (4) substantial investigation and complex data analysis to
7 determine Defendants' underlying practices and potential liability. Securing a favorable outcome
8 under these circumstances was far from guaranteed. Given the complexity of the claims and defenses
9 thereto, many attorneys would have been unprepared to successfully litigate these claims on a
10 representative basis. Nevertheless, my office and our co-counsel were able to utilize our experience in
11 complex wage and hour litigation to overcome these challenges and to secure a substantial monetary
12 recovery for the LWDA and Aggrieved Employees.

13 71. This matter precluded other work that my firm may have taken on, as my office
14 committed substantial time and resources to litigating this case that we were unable to direct to other
15 potential cases.

16 72. I believe that the efforts of my office and our co-counsel have resulted in substantial
17 benefits to the LWDA and Aggrieved Employees, in the form of a substantial settlement fund that will
18 help facilitate enforcement of California's labor laws and deter non-compliance. I therefore
19 respectfully submit that the requested fee award of 35% is reasonable given the result achieved and
20 should be approved by the Court.

21 73. Parker & Minne, LLP and Lawyers *for* Justice, PC have agreed that any attorneys' fees
22 awarded in this case will be split equally (i.e., 50/50) between the firms. Plaintiff was provided a full
23 written disclosure of this arrangement and consented to the arrangement in writing. (*See Declaration*
24 *of Kenneth Kastelz in Support of Plaintiff's Motion for Approval of PAGA Settlement* ("Kastelz
25 Decl."), ¶ 14.)

26 **PLAINTIFF'S COUNSEL'S COSTS**

27 74. The Settlement provides for reimbursement of reasonable and actual costs and expenses
28 incurred by Plaintiff's Counsel, in an amount not to exceed \$20,000.00.

75. Parker & Minne, LLP anticipates that it will incur a total of \$264.89 in costs and expenses in litigating the Action. This includes \$64.89 in current costs and \$200.00 in future costs associated with: (1) the filing of this motion; (2) monitoring distribution of the Gross Settlement Amount; and (3) filing a final accounting declaration. A true and correct copy of a report detailing the expenses incurred by Parker & Minne, LLP to date in the Action is attached hereto as **Exhibit 8**.

76. I am informed that my co-counsel, Lawyers *for* Justice, PC, has incurred a total of \$15,367.49 in costs and expenses in litigating the Action. (See Slinger Decl., ¶ 20, Exh. B.)

77. Thus, my office and our co-counsel are requesting a combined total reimbursement of actual costs in the amount of **\$15,632.38**, which is less than the \$20,000.00 earmarked towards costs in the Agreement. Per the terms of the Agreement, the remaining \$4,367.62 originally allocated to reimbursement of Plaintiff's Counsel's costs shall be included in the Net Settlement Amount to be distributed to LWDA and Aggrieved Employees.

REQUESTED ENHANCEMENT PAYMENT

CMO §§ D(5)(a)-(c)

78. The Settlement provides for an Enhancement Payment in the amount of \$10,000.00 to Plaintiff. I believe that the requested Service Payment is imminently reasonable given the time and effort Plaintiff spent on this case, the risk he assumed in acting as the named plaintiff, and result obtained on behalf of the LWDA and Aggrieved Employees due to his actions. Plaintiff has been actively involved in the prosecution of this Action, has kept himself informed of the status of the Action, has participated in decisions related to the Action, and has taken actions throughout the litigation to ensure the Action was successfully prosecuted. Plaintiff was readily available whenever my office or my co-counsel needed to speak with him and spent numerous hours speaking with my office and our co-counsel about his claims and experiences working for Defendants, monitoring the status of the case, and gathering and reviewing documents and evidence. The information and documentation provided by Plaintiff was instrumental in establishing the wage and hour violations alleged in this action, and the recovery provided for in the Settlement would have been impossible to obtain without his participation.

79. Additionally, Plaintiff assumed many risks in agreeing to put himself on the public

1 record as the named plaintiff in a representative PAGA Action. As this Court is likely aware,
2 prospective employers routinely conduct searches on job applicants. One type of search is to learn
3 about applicants' litigation history. These searches are easy to run on the internet and relatively
4 inexpensive. Thus, Plaintiff assumed the risk that serving as the named plaintiff in this Action could
5 adversely impact his future job opportunities, as he may be viewed as litigious by certain prospective
6 employers. Plaintiff also faced the potential imposition of Defendants' costs if the lawsuit was
7 unsuccessful. These are both significant concerns.

8 80. Additionally, Plaintiff has agreed to a general release of all claims against Defendants
9 and a waiver of California Civil Code § 1542. This is far broader than the release of claims by
10 Aggrieved Employees.

11 81. The Action would not have been possible without the aid of Plaintiff who put his own
12 time and effort into the litigation, sacrificed the value of his own individual claims, and placed himself
13 at risk for the sake of the other Aggrieved Employees and the LWDA. Indeed, by actively pursuing
14 this action, Plaintiff furthered California's public policy goal of enforcing the State's wage and hour
15 laws. *See Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal. 4th 319, 340 (recognizing the
16 "clear public policy" that is specifically directed at the enforcement of California wage laws). As a
17 result of Plaintiff's actions, 315 Aggrieved Employees will participate in the Settlement which
18 provides meaningful penalties for wage violations they may have never known about or been willing
19 to pursue on their own. If these Aggrieved Employees would have each tried to pursue their legal
20 remedies on their own, they would have each been required to expend a significant amount of their
21 own monetary resources, all of which was avoided by Plaintiff putting himself on the line on their
22 behalf. For these reasons, Courts routinely award incentive payments to named plaintiffs in
23 representative PAGA Actions. *See, e.g., Stokes v. Exact Staff*, San Bernardino Superior Court Case
24 No. CIVDS1924628, 2021 Cal. Super. LEXIS 156880, *2 (approving \$15,000 enhancement awards
25 to each of the PAGA plaintiffs); *Phillips v. Greenback Operations*, Sacramento Superior Court Case
26 No. 34-2019-00257727-CU-OE-GDS, 2021 Cal. Super. LEXIS 108637, *3 (approving \$10,000
27 enhancement award to PAGA plaintiff); *Leighton v. Real Real*, Los Angeles Superior Court Case No.
28 21STCV11208, 2023 Cal. Super. LEXIS 49178, *8 (approving \$10,000 enhancement award to PAGA

1 plaintiff); *Alcantar v. Chunwei, Inc.*, Los Angeles Superior Court Case No. 20STCV32662, 2022 Cal.
2 Super. LEXIS 74739, *7 (finding \$10,000 enhancement to PAGA plaintiff reasonable due to extensive
3 involvement in case and release of individual claims)

4 82. For these reasons, I believe that an Enhancement Payment of \$10,000.00 to Plaintiff is
5 fair and reasonable to recognize Plaintiff's active participation in the Action, the risks he faced in
6 bringing the Action, and his general release of all claims against Defendants.

7 **SUBMISSION OF THE SETTLEMENT TO THE LWDA**

8 83. Pursuant to California Labor Code § 2699(1)(2), I submitted a copy of the fully
9 executed Agreement, as well as information regarding the approval hearing on this matter, to the
10 California Labor Workforce Development Agency via online filing at [https://www.dir.ca.gov/Private-](https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html)
11 [Attorneys-General-Act/Private-Attorneys-General-Act.html](https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html) on March 12, 2026. A true and correct
12 copy of an email confirming submission of the Agreement to the LWDA on March 12, 2026 is attached
13 hereto as **Exhibit 9**.

14 I declare under penalty of perjury under the laws of the state of California that the foregoing is
15 true and correct.

16 Executed on March 13, 2026, at Redondo Beach, California.

17 

18 _____
19 S. Emi Minne
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21
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25
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27
28

EXHIBIT 1

Arby Aiwazian (SBN 269827)
arby@calljustice.com
Joanna Ghosh (SBN 272479)
joanna@calljustice.com
Yasmin Hosseini (SBN 326399)
yasmin@calljustice.com
Alborz Javaheri (SBN 364246)
a.javaheri@calljustice.com
LAWYERS for JUSTICE, PC
450 N. Brand Blvd., Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

S. Emi Minne (SBN 253179)
emi@parkerminne.com
Jill J. Parker (SBN 274230)
jill@parkerminne.com
PARKER & MINNE, LLP
700 South Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833 / Fax: (310) 889-0822

Attorneys for Plaintiff
KENNETH KASTELZ

Additional Counsel Listed on Next Page

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

KENNETH KASTELZ, individually, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act,

Plaintiff,

vs.

FLEETWOOD ALUMINUM PRODUCTS,
INC., an unknown business entity;
FLEETWOOD ALUMINUM PRODUCTS,
LLC, a Delaware limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: CVRI2406069

*Assigned for all purposes to the Honorable
Harold W. Hopp, Dept. 1*

**JOINT STIPULATION OF PAGA
SETTLEMENT**

Complaint Filed: October 10, 2024
Trial Date: Not set

1 Michael D. Thomas (SBN 226129)
michael.thomas@jacksonlewis.com

2 Scott C. Lacunza (SBN 186892)
scott.lacunza@jacksonlewis.com

3 Sherry S. Hamilton (SBN 262093)
sherry.hamilton@jacksonlewis.com

4 **JACKSON LEWIS P.C.**

200 Spectrum Center Drive, Suite 500

Irvine, California 92618

Telephone: (949) 885-1360

7 Attorneys for Defendants

FLEETWOOD ALUMINUM PRODUCTS, INC. and

8 FLEETWOOD ALUMINUM PRODUCTS, LLC

1 This Joint Stipulation of PAGA Settlement (“Agreement” or “Settlement”) is made and
2 entered into between Plaintiff Kenneth Kastelz (“Plaintiff”), on his own behalf, on behalf of the State
3 of California, and on behalf of other Aggrieved Employees as defined below, and Defendants
4 Fleetwood Aluminum Products, Inc. and Fleetwood Aluminum Products, LLC (“Defendants”).

5 **DEFINITIONS**

6 1. “Action” refers to the court action entitled *Kenneth Kastelz v. Fleetwood Aluminum*
7 *Products, Inc., et al.*, Riverside County Superior Court Case No. CVRI2406069.

8 2. “PAGA Member List” means a complete list of all Aggrieved Employees, formatted
9 as a readable Microsoft Excel spreadsheet, that Defendants will diligently and in good faith compile
10 from their records, which shall include the following information for all Aggrieved Employees: (i) full
11 name; (ii) last known home address; (iii) last known telephone number; (iv) social security number;
12 (v) start and end dates of active employment as a non-exempt employee of Defendants within the State
13 of California; (vi) total Pay Periods during the PAGA Period; and (vii) any other information
14 reasonably required by the Settlement Administrator to effectuate the terms of the Settlement.

15 3. “Aggrieved Employees” means all current and former non-exempt employees of
16 Defendants who were employed by Defendants in the state of California at any time during the PAGA
17 Period.

18 4. “Aggrieved Employees’ Fund” means thirty-five percent (35%) of the Net Settlement
19 Amount, which shall be distributed to Aggrieved Employees.

20 5. “Agreement” means this Joint Stipulation of PAGA Settlement.

21 6. “Plaintiff’s Counsel’s Fees and Costs” means attorneys’ fees for Plaintiff’s Counsel’s
22 litigation and resolution of this Action and their expenses and costs incurred in connection with the
23 Action, which shall be paid from the Gross Settlement Amount.

24 7. “Complaint” means the Complaint for Enforcement Under the Private Attorneys
25 General Act, California Labor Code § 2698 et seq. that was filed in this Action on October 10, 2024.

26 8. “Court” means the Superior Court of California for the County of Riverside.

27 9. “Defendants’ Counsel” means Michael D. Thomas, Scott C. Lacunza, and Sherry S.
28 Hamilton of Jackson Lewis P.C.

1 10. “Effective Date” means the date upon which the Court enters an order approving the
2 Settlement.

3 11. “Eligible Pay Periods” means the total number of pay periods that each Aggrieved
4 Employee worked for Defendants during the PAGA Period.

5 12. “Gross Settlement Amount” means the settlement amount of Five Hundred Eighty
6 Thousand, Twenty-Four Dollars and Zero Cents (\$580,024.00) to be paid by Defendants in full
7 satisfaction of all Released Claims, which includes Individual PAGA Payments to be paid to
8 Aggrieved Employees, Plaintiff’s Enhancement Payment, LWDA Payment to the LWDA, Plaintiff’s
9 Counsel’s Fees and Costs, and Settlement Administration Costs.

10 13. “Individual PAGA Payment” means the portion of the Net Settlement Amount to be
11 allocated and paid to each Aggrieved Employee as provided in this Agreement. Each Individual PAGA
12 Payment shall be calculated by multiplying the Aggrieved Employee’s number of total Eligible Pay
13 Periods by the Pay Period Value.

14 14. “LWDA” means the California Labor and Workforce Development Agency.

15 15. “LWDA Payment” means sixty-five percent (65%) of the Net Settlement Amount,
16 which shall be paid to the LWDA.

17 16. “Net Settlement Amount” means the sum remaining after the Court-approved
18 deductions from the Gross Settlement Amount for: (1) Plaintiff’s Enhancement Payment, (2)
19 Plaintiff’s Counsel’s Fees and Costs, and (3) Settlement Administration Costs.

20 17. “PAGA” means the Labor Code Private Attorneys General Act of 2004, California
21 Labor Code sections 2698, et seq.

22 18. “PAGA Notice” means the August 6, 2024 written notice submitted by Plaintiff’s
23 Counsel on behalf of Plaintiff and the Aggrieved Employees to the LWDA, with a copy sent to
24 Defendants via U.S. Certified Mail, pursuant to California Labor Code section 2699.3, in which
25 Plaintiff provided notice of the specific provisions of the California Labor Code alleged to have been
26 violated by Defendants, including the facts and theories to support the alleged violations.

27 19. “PAGA Period” means the period from August 6, 2023, through December 29, 2025.

28 20. “Parties” means the parties to the Agreement, specifically, Plaintiff and Defendants.

1 21. "Pay Period" means any pay period in which an Aggrieved Employee worked at least
2 1 day for Defendants in an hourly-paid, non-exempt position in the State of California. The Settlement
3 Administrator will calculate the Pay Period Value and the Individual PAGA Payments payable to each
4 Aggrieved Employee based upon information provided in the PAGA Member List.

5 22. "Pay Period Value" means the amount of the Aggrieved Employees' Fund divided by
6 the total number of Pay Periods worked by all Aggrieved Employees. The Pay Period Value shall be
7 calculated by the Settlement Administrator.

8 23. "Plaintiff's Counsel" means Parker & Minne, LLP and Lawyers *for* Justice, PC.

9 24. "Released Claims" means any and all claims under PAGA arising during the PAGA
10 Period for the recovery of civil penalties, attorneys' fees, and costs, that arise out of the violations
11 alleged in the Complaint and the PAGA Notice or which reasonably could have been brought based
12 on the allegations contained in the Complaint and PAGA Notice, including claims under PAGA that
13 are based on Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204,
14 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

15 25. "Released Parties" means Defendants and all present and former parent companies,
16 shareholders, officers, directors, employees, agents, attorneys, successors and assigns, any individual
17 or entity which could be liable for any of the Released Claims, and Defendants' counsel of record in
18 the Action.

19 26. "Settlement" means the agreement to settle the claims as set forth and embodied in this
20 Agreement.

21 27. "Settlement Administration Costs" means the reasonable fees and costs payable from
22 the Gross Settlement Amount to the Settlement Administrator for performing the settlement
23 administration functions expressly required by this Agreement to administer the Settlement.

24 28. "Settlement Administrator" means Phoenix Settlement Administrators. The Parties
25 each represent that they do not have any financial interest in the Settlement Administrator or otherwise
26 have a relationship with the Settlement Administrator that could create a conflict of interest.

27 29. "Settlement Approval Order and Judgment" means an order from the Court granting
28 approval of the Settlement and entering judgment thereon.

30. "Settlement Cover Letter" means the cover letter to be mailed by the Settlement Administrator to each Aggrieved Employee along with Individual PAGA Payment checks, substantially in the form attached hereto as **Exhibit A**.

31. “Plaintiff’s Enhancement Payment” means the payment to Plaintiff, separate from and in addition to his Individual PAGA Payment, and subject to approval by the Court, for his participation in representing the State of California and the Aggrieved Employees in the Action.

RECITALS

32. On August 6, 2024, Plaintiff submitted the PAGA Notice to the LWDA and to Defendants. The PAGA Notice alleged that Defendants violated California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802. The PAGA Notice alleged, *inter alia*, that Defendants failed to pay minimum and overtime wages, failed to provide meal and rest periods, failed to timely pay wages during employment, failed to timely pay wages upon termination, failed to keep accurate payroll records, failed to furnish accurate itemized wage statements, and failed to reimburse necessary business expenses.

33. On October 10, 2024, Plaintiff filed a representative action complaint against Defendants in the Superior Court for the County of Riverside, which alleged a single cause of action seeking the recovery of civil penalties pursuant to PAGA predicated on Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Wage Order 1-2001.

34. Defendants deny the allegations in the complaint in the Action and PAGA Notice, deny any failure to comply with the laws identified in the Action and PAGA Notice, and deny any and all liability for any of the causes of action pled and facts asserted in the Action and PAGA Notice.

35. Following the filing of the Action, the Parties met and conferred with respect to potential resolution of the Action, and agreed to engage in private mediation. Prior to mediation, Plaintiff's Counsel diligently investigated the claims against Defendants, including any and all applicable defenses and the applicable law. This investigation included, *inter alia*, the exchange of informal discovery, review of numerous corporate policies and practices, and analysis of an approximately one-third sampling of the time and payroll records for the Aggrieved Employees.

36. On October 30, 2025, the Parties participated in a private mediation with Todd Smith, Esq., a respected mediator with extensive experience in complex wage and hour litigation. Mr. Smith's supervision of the mediation and negotiations was critical in managing the expectations of the Parties, and in providing a useful and neutral analysis of the case to both Parties. After a full day of negotiations, the Parties accepted a mediator's proposal to settle this matter. On or about December 1, 2025, the Parties fully executed a Memorandum of Understanding, the material terms of which are now fully memorialized in this Agreement.

37. The settlement discussions during and after mediation were conducted at arms-length, and this Agreement is the result of an informed and detailed analysis of Defendants' potential liability in relation to the costs and risks associated with continued litigation.

38. Based on Plaintiff's Counsel's investigation, Plaintiff's Counsel believes that the Settlement for the consideration and on the terms set forth in this Agreement is fair, reasonable, and adequate and is in the best interest of Plaintiff, the Aggrieved Employees, and the State of California in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendants.

39. This Agreement is made and entered into by and between Plaintiff, individually and on behalf of the State of California and Aggrieved Employees, Defendants, and is subject to the terms and conditions hereof, and to the Court's approval. The Parties expressly acknowledge that this Agreement is entered solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendants. However, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

40. Gross Settlement Amount. Defendants shall pay the Gross Settlement Amount of Five Hundred Eighty Thousand Twenty-Four (\$580,024.00) to resolve the Action and Released Claims. No portion of the Gross Settlement Amount shall revert to Defendant. Except as provided in paragraph 41, below, the Gross Settlement Amount is the maximum amount Defendants are required to pay under

1 the Settlement. Subject to approval by the Court, the Gross Settlement Amount shall be allocated as
2 follows:

- 3 a. Attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount,
4 i.e., Two Hundred and Three Thousand and Eight Dollars and Forty Cents
5 (\$203,008.40), and reimbursement of litigation costs and expenses not to exceed
6 Twenty Thousand Dollars and Zero Cents (\$20,000.00) to Plaintiff's Counsel, which
7 Defendants will not contest. Any portion of the requested Attorneys' Fees and Costs
8 that are not awarded to the Plaintiff's Counsel shall be reallocated to the Net
9 Settlement Amount.
- 10 b. Plaintiff's Enhancement Payment of up Ten Thousand Dollars and Zero Cents
11 (\$10,000.00) to Plaintiff, which Defendants will not contest. Any portion of the
12 requested Enhancement Payment that is not awarded to Plaintiff shall be reallocated
13 to the Net Settlement Amount.
- 14 c. Settlement Administration Costs, currently estimated not to exceed Four Thousand
15 Nine Hundred Fifty Dollars and Zero Cents (\$4,950.00), to the Settlement
16 Administrator. Any portion of the requested Settlement Administration Costs that
17 are not awarded to the Settlement Administrator or which are not ultimately required
18 to complete administration of the Settlement shall be reallocated to the Net
19 Settlement Amount.
- 20 d. LWDA Payment consisting of sixty-five percent (65%) of the Net Settlement
21 Amount shall be distributed to the LWDA.
- 22 e. Aggrieved Employees' Fund consisting of thirty-five percent (35%) of the Net
23 Settlement Amount shall be distributed to the Aggrieved Employees, in accordance
24 with the formula set forth in paragraph 47, below.

25 41. Escalator Clause. The Gross Settlement Amount is based on Defendants'
26 representation that Aggrieved Employees worked a total of 25,628 pay periods during the PAGA
27 Period ("Certified Pay Period Count"). If it is determined by the Settlement Administrator that the
28 final number of Pay Periods worked by Aggrieved Employees during the PAGA Period exceeds the

1 Certified Pay Period Count by more than 10% (i.e., an increase of more than 2,562 Pay Periods),
2 Defendants shall elect to either: (i) increasing the Gross Settlement Amount on a pro-rata basis equal
3 to the percentage increase in the number of Pay Periods worked by the Aggrieved Employees above
4 the 10% threshold (e.g., if the number of Pay Periods increases by 11% to 28,447 Pay Periods, the
5 Gross Settlement Amount will increase by 1%), or (ii) shorten the PAGA Period to end of the last date
6 before the total Pay Periods worked by Aggrieved Employees exceed the 10% threshold.

7 42. Tax Allocation. Because this is a settlement of PAGA claims for civil penalties only,
8 no portion of the Settlement is allocated to unpaid wages. One hundred percent (100%) of the
9 payments for Attorneys' Fees and Costs, Plaintiff's Enhancement Payment, and the Net Settlement
10 Amount to be paid to the LWDA and Aggrieved Employees as described in Paragraph 40 will be
11 treated and reported for tax purposes as non-wage payments and will not be subject to local, state or
12 federal payroll tax withholdings. The Settlement Administrator will be responsible for issuing IRS
13 Forms 1099 as required.

14 43. No Credit Toward Benefit Plans: The Individual PAGA Payments made to Aggrieved
15 Employees under this Settlement, as well as any other payments made pursuant to this Agreement,
16 will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved
17 Employees may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)
18 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
19 Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or
20 amounts to which any Aggrieved Employees may be entitled under any benefit plans.

21 44. Motion or Application for Approval of the Settlement. Promptly upon execution of this
22 Agreement, Plaintiff shall file a motion or application requesting entry of an on order as follows:

- 23 a. Granting approval of the Settlement and entering judgment thereon;
24 b. Approving, as to form and content, the proposed Settlement Cover Letter attached
25 hereto as **Exhibit A**;
26 c. Approving Plaintiff's Counsel's application for an award of attorney's fees and costs;
27 d. Approving Plaintiff's Enhancement Payment;
28 e. Directing the funding and disbursement of the Gross Settlement Amount in accordance

1 with the terms of this Agreement; and

- 2 f. Setting a final compliance hearing date when the parties shall report to the Court that
3 the Gross Settlement Amount has been funded and disbursed in accordance with the
4 terms of this Agreement.

5 Defendants agree that they will not oppose Plaintiff's motion or application for approval of the
6 Settlement or delay the hearing thereon, and that they will coordinate and will cooperate with Plaintiff
7 in obtaining an order from the Court approving this Agreement, as described herein. The Parties further
8 agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably
9 necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order
10 to obtain approval and implementation of this Agreement, and the payments described in Paragraph
11 40. The Parties expressly acknowledge that the Court's approval of the Settlement is a condition
12 precedent to any payments described in this Agreement. Therefore, the Parties further acknowledge
13 that, should the Court not grant approval of this Agreement, the entirety of this Agreement shall be
14 null and void.

15 45. Settlement Administration Process. The Parties agree to cooperate in the administration
16 of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses
17 incurred in administration of the Settlement. The Settlement Administrator will provide the following
18 services:

- 19 a. Establish and maintain a Qualified Settlement Fund ("QSF").
20 b. Calculate the Individual PAGA Payment each Aggrieved Employee is eligible to
21 receive.
22 c. Print and mail the Settlement Cover Letter in both Spanish and English.
23 d. Print and issue Settlement payment checks.
24 e. Conduct additional address searches for mailed Settlement Cover Letter and Settlement
25 payment checks that are returned as undeliverable.
26 f. Field inquiries from Aggrieved Employees.
27 g. Prepare IRS 1099 Tax Forms and any other filings required by any governmental taxing
28 authority.

h. Provide declarations and/or other information to the Court as requested by the Parties and/or the Court.

i. Provide a final accounting declaration confirming completion of the funding and distribution of the Gross Settlement Amount in accordance with the terms of this Agreement.

46. Funding of the Gross Settlement Amount. Within twenty-one (21) calendar days of the Effective Date (the “Settlement Funding Due Date”), Defendants shall deposit the Gross Settlement Amount into the QSF established by the Settlement Administrator. If the Settlement Funding Due Date falls on a Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended to the next following day which is not a Saturday, Sunday, or legal holiday in the State of California. The Settlement Administrator shall provide Defendants’ Counsel and Plaintiff’s Counsel with a report detailing all payments to be made under the Settlement prior to disbursement of the Gross Settlement Amount.

47. Calculation of Individual PAGA Payments. Each Aggrieved Employee will be entitled to a *pro rata* share of the Aggrieved Employees’ Fund based upon the number of Eligible Pay Periods that they worked. The Eligible Pay Periods are the number of pay periods that each Aggrieved Employee worked during the PAGA Period, as established by information provided by Defendant in the PAGA Member List. Each Aggrieved Employee will be credited with at least one (1) Eligible Pay Period.

a. To calculate each Aggrieved Employee’s Individual PAGA Payment, the Settlement Administrator shall divide the number of Eligible Pay Periods an Aggrieved Employee is credited by the total aggregate number of Pay Periods credited to all Aggrieved Employees, and then multiply this amount by the Aggrieved Employees’ Fund to arrive at each Aggrieved Employee’s Individual PAGA Payment.

b. Aggrieved Employees will not be required to submit any claim form or other documentation to receive their Individual PAGA Payment.

c. One hundred percent (100%) of all Individual PAGA Payments are to be considered penalties for tax purposes.

1 d. Aggrieved Employees may not opt out or object to the Settlement.

2 48. Delivery of the PAGA Member List. No later than fourteen (14) calendar days of the
3 Effective Date, Defendants will provide the PAGA Member List to the Settlement Administrator. This
4 is a material term of the Agreement, and if Defendants fail to comply, Plaintiff shall have the right to
5 void the Agreement. Prior to mailing the Individual PAGA Payments and Settlement Cover Letters,
6 the Settlement Administrator shall provide Plaintiff's Counsel with an anonymized version of the
7 PAGA Member List that shall only disclose an identification number attributed to each Aggrieved
8 Employee, their respective Pay Periods during the PAGA Period, and their Individual PAGA Payment.
9 Prior to mailing Settlement Cover Letters and Individual PAGA Letters, the Settlement Administration
10 shall conduct one (1) National Change of Address search for all individuals identified on the PAGA
11 Member List to update and correct any known or identifiable address changes.

12 49. Distribution of Individual PAGA Payments. No later than fourteen (14) calendar days
13 after the Settlement Administrator's receipt of the Gross Settlement Amount, the Settlement
14 Administrator shall mail the Settlement Cover Letter and Individual PAGA Payment checks (together,
15 the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail.

16 a. For each PAGA Settlement Package that is returned as undeliverable, the Settlement
17 Administrator shall promptly attempt to locate an alternate updated address for the
18 Aggrieved Employee by performing a skip trace within three (3) business days of
19 receipt of the returned mail; the Settlement Administrator shall then attempt one (1) re-
20 mailing of the PAGA Settlement Package. Further, any PAGA Settlement Package
21 returned with a forwarding address to the Settlement Administrator shall be re-mailed
22 to the forwarding address affixed thereto within three (3) business days.

23 b. The Individual PAGA Payment checks issued to Aggrieved Employees shall remain
24 valid for one hundred eighty (180) calendar days, and, thereafter, shall be cancelled. If
25 any Aggrieved Employee does not cash his or her Individual PAGA Payment check
26 within 180 calendar days, the uncashed funds shall be sent to the Controller for the
27 State of California to be held pursuant to California's Unclaimed Property Law,
28 California Civil Code §1500, *et. seq.* for the benefit of those Aggrieved Employees

1 who did not cash their checks until such time that they claim their property.

2 50. Distribution of Attorneys' Fees and Costs, Plaintiff's Enhancement Payment,
3 Settlement Administration Costs, and LWDA Payment. No later than fourteen (14) calendar days after
4 the Settlement Administrator receives the Gross Settlement Amount, the Settlement Administrator
5 shall distribute payments for Attorneys' Fees and Costs to Plaintiff's Counsel, Plaintiff's Enhancement
6 Payment, Settlement Administration Costs to the Settlement Administrator, and the LWDA Payment
7 to the LWDA.

8 51. Final Distribution Report and Declaration by Settlement Administrator: Within 10
9 calendar days after the Settlement Administrator disburses all funds in the Gross Settlement Amount,
10 the Administrator will provide Plaintiff's Counsel and Defendants' Counsel with a final report
11 detailing its disbursements by employee identification number only of all payments made under this
12 Agreement. At least 14 calendar days before any deadline set by the Court, the Settlement
13 Administrator will prepare, and submit to Plaintiff's Counsel and Defendants' Counsel, a signed
14 compliance declaration under oath suitable for filing in Court attesting to its disbursement of all
15 payments required under this Agreement. Plaintiff's Counsel is responsible for filing the Settlement
16 Administrator's compliance declaration with the Court.

17 52. Release of PAGA Claims. Upon the complete funding of the Gross Settlement Amount
18 by Defendants, and except as to the rights and obligations created by this Agreement, Plaintiff, the
19 Aggrieved Employees, and the State of California will be deemed to have knowingly and voluntarily
20 released and forever discharged the Released Parties from any and all claims for the recovery for civil
21 penalties, attorneys' fees and costs permissible under PAGA that arise out of the violations alleged in
22 the Complaint and the PAGA Notice or which reasonably could have been brought based on the
23 allegations contained in the Complaint and PAGA Notice, including claims under PAGA that are
24 based on Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a),
25 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802. The Release of PAGA
26 Claims is limited to claims arising during the PAGA Period. The Released Claims do not release any
27 Aggrieved Employees' claim for wages or damages.

28 53. Plaintiff's General Release of Claims. In addition to the releases made in Paragraph 52,

1 Plaintiff makes the additional following general release of all claims, known or unknown. Plaintiff
2 releases the Released Parties from all claims, demands, rights, liabilities and causes of action of every
3 nature and description whatsoever, known or unknown, asserted or that might have been asserted,
4 whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out
5 of, relating to, or in connection with Plaintiff's relationship with Defendants as well as any and all acts
6 or omissions by or on the part of Defendants, excluding only claims that, by law, may not be privately
7 released. (The release set forth in this Paragraph 53 shall be referred to hereinafter as the "General
8 Release.")

9 With respect to the General Release, Plaintiff stipulates and agrees that, upon the Effective
10 Date, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent
11 permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or
12 any other similar provision under federal or state law, which provides:

13 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
14 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
15 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
16 **RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE**
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

17 This release specifically excludes claims that cannot be waived as matter of law, including claims for
18 unemployment insurance, disability, social security, and workers compensation (with the exception of
19 claims arising pursuant to California Labor Code Sections 132(a) and 4553). Accordingly, if the facts
20 relating in any manner to this Agreement are found hereafter to be other than or different from the
21 facts now believed to be true, the release of claims contained herein shall be effective as to all unknown
22 claims.

23 54. No Prior Assignments. Plaintiff warrants and represents that Plaintiff has not assigned
24 or transferred or purported to assign or transfer to any person or entity all or any part of or any interest
25 in any claim released under this Agreement. Plaintiff is solely responsible for the satisfaction of any
26 assignment or lien to any lien holder and will indemnify and hold the Released Parties harmless against
27 any liens, damages, penalties, fines, fees, assessments, taxes or attorneys' fees that may be imposed
28 against or incurred by any of the Released Parties as a result of the action of any lien holder or any

lien claimant or any court in relation to any interest which any third party may have in any claim which Plaintiff is releasing under this Agreement or any interest in any of the proceeds paid to Plaintiff or Plaintiff's Counsel under this Agreement.

55. Neutral Employment Reference. Defendants agree that they will adopt a neutral reporting policy regarding any future employment references related to Plaintiff. In the event that any potential of future employers of Plaintiff seek a reference regarding Defendants' employment of Plaintiff, Defendants shall only provide Plaintiff's dates of employment, job titles during employment, and final rate of pay. Defendants shall not refer to the Action or this Settlement, and no characterization of Plaintiff employment with Defendants or termination of employment with Defendants will be provided.

56. Nullification of Agreement: The Parties and their counsel expressly acknowledge that the Court's approval of the Settlement is a condition precedent to any payments described in this Agreement, and pledge their good faith and fair dealing in supporting the approval of the Settlement by the Court. In the event that: (a) the Court does not grant approval of the Settlement as provided herein; (b) the Court strikes or does not approve any material term of this Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for any other reason, then this Agreement, and any documents generated to bring it into effect, will be null and void, all amounts deposited into the QSF will be returned to Defendants, and the Parties shall be returned to their original respective positions prior to the Settlement and shall proceed in all respects as if this Agreement had not been executed. Any order or judgment entered by the Court in furtherance of this Agreement will likewise be treated as void from the beginning. Notwithstanding this provision, the Parties agree that they shall make a good faith effort to resolve any issues raised by the Court prior to invoking their right to nullify the Settlement under this provision. The Parties further agree that they will return to and attend mediation with Todd Smith, Esq. in an effort to reach a settlement that may be approved by the Court.

57. Exhibits Incorporated by Reference: The terms of this Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Agreement.

1 58. Entire Agreement: This Agreement and any attached exhibits constitute the entirety of
2 the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be
3 deemed binding on the Parties.

4 59. Amendment or Modification: This Agreement may be amended or modified only by a
5 written instrument signed by counsel for all Parties or their successors-in-interest.

6 60. Authorization to Enter Into Agreement: Counsel for all Parties warrant and represent
7 that they are expressly authorized by the Parties whom they represent to negotiate this Agreement and
8 to take all appropriate action required or permitted to be taken by such Parties pursuant to this
9 Agreement to effectuate its terms and to execute any other documents required to effectuate the terms
10 of this Agreement. The Parties and their counsel will cooperate with each other and use their best
11 efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on
12 the form or content of any document needed to implement the Settlement, or on any supplemental
13 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek
14 the assistance of the Court to resolve such disagreement.

15 61. Binding on Successors and Assigns: This Agreement will be binding upon, and inure
16 to the benefit of, the successors or assigns of the Parties hereto, as previously defined

17 62. Governing Law. This Agreement shall be governed and interpreted in accordance with
18 the laws of the State of California provided, however, that parole evidence shall not be admissible to
19 alter, vary or supplement the term of this Agreement.

20 63. Execution and Counterparts: This Agreement is subject to the execution of all Parties.
21 However, the Agreement may be executed in one or more counterparts. All executed counterparts and
22 each of them, including facsimile and scanned copies of the signature page, will be deemed to be one
23 and the same instrument provided that counsel for the Parties will exchange among themselves original
24 signed counterparts.

25 64. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe this
26 Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
27 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
28 account all relevant factors, present and potential. The Parties further acknowledge that they are each

1 represented by competent counsel and that they have had an opportunity to consult with their counsel
2 regarding the fairness and reasonableness of this Settlement.

3 65. Invalidity of Any Provision: Before declaring any provision of this Agreement invalid,
4 the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
5 with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

6 66. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
7 dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation.
8 In entering into this Agreement, Defendants do not admit, and specifically denies, that they have
9 violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant
10 to any statute or any other applicable laws, regulations or legal requirements; breached any contract;
11 violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other
12 unlawful conduct with respect to their employees. Neither this Agreement, nor any of its terms or
13 provisions, nor any of the negotiations connected with it, shall be construed as an admission or
14 concession by Defendants of any such violations or failure to comply with any applicable law. Except
15 as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and
16 provisions shall not be offered or received as evidence in any action or proceeding to establish any
17 liability or admission on the part of Defendants or to establish the existence of any condition
18 constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

19 67. Captions: The captions and section numbers in this Agreement are inserted for the
20 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
21 provisions of this Agreement.

22 68. Waiver: No waiver of any condition or covenant contained in this Agreement or failure
23 to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a
24 further waiver by such party of the same or any other condition, covenant, right or remedy.

25 69. Judgment and Continued Jurisdiction: Upon approval of the Settlement by the Court or
26 after the hearing on Plaintiff's approval motion, Plaintiff will present the Settlement Approval Order
27 and Judgment to the Court for its approval. After entry of the Settlement Approval Order and
28 Judgment, the Court will have continuing jurisdiction pursuant Code of Civil Procedure section 664.6

1 for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b)
2 Settlement administration matters, and (c) such post-judgment matters as may be appropriate under
3 court rules or as set forth in this Settlement.

4 70. Enforcement Action. In the event that one or more of the Parties institutes any legal
5 action or other proceeding against any other Party or Parties to enforce the provisions of this
6 Agreement, or to declare rights and/or obligations under this Agreement, the successful Party or
7 Parties will be entitled to recover from the unsuccessful Party or Parties their reasonable attorneys'
8 fees and costs, including expert witness fees incurred in connection with any enforcement actions.

9 71. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms and
10 conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against
11 one Party than another merely by virtue of the fact that it may have been prepared by counsel for one
12 of the Parties, it being recognized that, because of the arms-length negotiations between the Parties,
13 all Parties have contributed to the preparation of this Agreement.

14 72. Representation By Counsel: The Parties acknowledge that they have been represented
15 by counsel throughout all negotiations that preceded the execution of this Agreement, and that this
16 Agreement has been executed with the consent and advice of counsel and reviewed in full.

17 73. All Terms Subject to Final Court Approval: All amounts and procedures described in
18 this Agreement herein will be subject to final Court approval.

19 74. Cooperation and Execution of Necessary Documents: The Parties agree to cooperate to
20 promote participation in the Agreement, and in seeking court approval of the Agreement, including
21 working cooperatively to address any questions raised by the Court and making any amendments to
22 the Agreement required by the Court. The Parties will work in good faith to reach an agreement
23 approved by the Court. Defendants further agree that they will provide Plaintiff's Counsel with any
24 declarations or other evidence required by the Court in order to obtain approval of the Agreement,
25 including a declaration attesting to Defendants' inability to fund a higher Gross Settlement Amount
26 without substantially impacting its continued operations, if required by the Court.

27 75. Confidentiality: The Parties and their counsel agree to keep the terms of the Agreement
28 confidential until the filing of Plaintiff's motion or application for approval of the Settlement. Plaintiff,

1 Plaintiff's Counsel, Defendants, and Defendants' Counsel agree that they will not issue any press
2 releases, initiate any contact with the press, respond to any press inquiry or have any communication
3 with the press about the fact, amount or terms of the Agreement. Nothing in this Agreement shall limit
4 Defendants' ability to fulfill disclosure obligations reasonably required by law or in furtherance of
5 business purposes, including the fulfillment of obligations stated in this Agreement or limit Plaintiff's
6 Counsel's communications with the Aggrieved Employees in furtherance of approval of this
7 Settlement. Furthermore, nothing in this provision shall be construed as preventing Plaintiff's Counsel
8 from referring to the Settlement or the Action in support of their adequacy as counsel for a putative
9 class action or to justify an award of attorneys' fees in other proceedings.

10 76. Binding Agreement: The Parties warrant that they understand and have full authority
11 to enter into this Settlement, and further intend that this Agreement will be fully enforceable and
12 binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding
13 to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might
14 apply under federal or state law.

15 77. Stay of Proceedings Pending Approval of Settlement: The Parties stipulate and agree
16 that all proceedings and deadlines in the Action, other than proceedings necessary to carry out and/or
17 enforce the terms of the Settlement and to obtain approval of the Agreement, shall be stayed pending
18 completion of the approval of the Settlement. The stay on the Action shall include, without limitation,
19 a stay on the five-year limitations period to bring the Action to trial under Code of Civil Procedure
20 section 583.310, as well as any and all discovery and motion deadlines

21
22 **HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES**
23 **AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND**
24 **DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION,**
25 **ENTER INTO THIS AGREEMENT AS OF THE DATE(S) SET FORTH BELOW:**

26
27 Dated: 01/28/2026 _____

28 By:  _____
Kenneth Kastelz

1
2 Dated: 1/30/2026

By: 
Defendant Fleetwood Aluminum Products, Inc.
Name: Bradley C. Link
Title: Secretary

3
4
5 Dated: 1/30/2026

By: 
Defendant Fleetwood Aluminum Products, LLC
Name: Bradley C. Link
Title: Secretary

6
7
8
9 **APPROVED AS TO FORM AND CONTENT:**

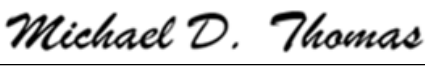
10 **PARKER & MINNE, LLP**

11
12 Dated: January 28, 2026

By: 
S. Emi Minne
Attorneys for Plaintiff Kenneth Kastelz

13
14 **JACKSON LEWIS, P.C.**

15
16 Dated: January 30, 2026

By: 
Michael D. Thomas
Attorneys for Defendants

17
18
19 4900-9882-6891, v. 1

EXHIBIT A

NOTICE OF REPRESENTATIVE ACTION SETTLEMENT

If you are or were an hourly-paid, non-exempt employee of Fleetwood Aluminum Products, Inc. or Fleetwood Aluminum Products, LLC at any time between August 6, 2023, to December 29, 2025, you are entitled to receive money from a Settlement brought under the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

A court approved this notice. This is not a solicitation from a lawyer. You are not being sued.

1. Why Am I Getting This Notice?

A settlement (the “Settlement”) has been reached in a representative action lawsuit entitled *Kenneth Kastelz v. Fleetwood Aluminum Products, Inc., et al.*, Riverside County Superior Court Case No. CVRI2406069 (the “Action”). The defendants in the Action are Fleetwood Aluminum Products, Inc. and Fleetwood Aluminum Products, LLC (“Defendants”). The Action was brought by Plaintiff Kenneth Kastelz (“Plaintiff”), a former employee of Defendants, on behalf of the State of California and all alleged “Aggrieved Employees,” defined as all current and former non-exempt employees who were employed by Defendants in the State of California at any time between August 6, 2023, to December 29, 2025 (the “PAGA Period”).

The Court has granted approval of the settlement amount to be paid by Defendants for settlement of the Action for civil penalties under PAGA. Defendants’ employment records indicate that you meet the definition of an Aggrieved Employee. The Court directed that this Notice be sent to all Aggrieved Employees to inform you about the case and your rights.

This Notice explains the Action, the Settlement, your legal rights, and what benefits are available.

2. What is This Lawsuit About?

On August 6, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendants of the specific provisions of the California Labor Code that he contends were violated (the “PAGA Notice”). On October 10, 2024, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, et seq. (the “Complaint”). Plaintiff filed the Action as a Private Attorney General on behalf of the State of California and sought penalties on behalf of himself, the State, and all current and former hourly-paid, non-exempt employees of Defendants within the PAGA Period. Plaintiff alleges that Defendants owed penalties under California’s Private Attorneys General Act of 2004, California Labor Code §§ 2698, et seq. (“PAGA”). In agreeing to this settlement, Defendants does not admit to any wrongdoing or that it is liable in any way for any civil penalties under PAGA.

3. Why is There a Settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees will receive compensation. Plaintiff and Plaintiff’s attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all Aggrieved Employees.

4. What Are the Terms of the Settlement?

Defendants will pay Five Hundred Eighty Thousand Twenty-Four Dollars and Zero Cents (\$580,024.00) to settle the Action (the “Gross Settlement Amount”). The Gross Settlement Amount includes: (a) all Individual PAGA Payments to be paid to Aggrieved Employees (“Aggrieved Employees’ Fund”); (b) Plaintiff’s Enhancement Payment; (c) a payment to the LWDA for civil penalties brought under PAGA; (d) Plaintiff’s Counsel’s attorneys’ fees and costs; and (e) the reasonable fees and costs of the Settlement Administrator.

After deductions are made from the Gross Settlement Amount for Plaintiff’s Enhancement Payment, Plaintiff’s Counsel’s attorneys’ fees and costs, and the reasonable fees and costs of the Settlement Administrator, the remaining money (the “Net Settlement Amount”) will be split between the LWDA and the Aggrieved Employees. The law requires that 65% of the Net Settlement Amount be paid to the LWDA. The remaining 35% of the Net Settlement Amount will be paid out to the Aggrieved Employees. No portion of the Gross Settlement Amount will be returned to Defendants.

5. How Much Am I Receiving?

Each Aggrieved Employee will receive a *pro rata* share of the PAGA Payment based on the number of pay periods the Aggrieved Employee worked for Defendants as an hourly-paid, non-exempt employee during the PAGA Period. Any pay period in which an Aggrieved Employee worked at least one day shall be counted as a pay period.

To calculate each Aggrieved Employee's Individual PAGA Payment, the Aggrieved Employees' Fund was divided by the total number of Eligible Pay Periods of all Aggrieved Employees, resulting in the "Pay Period Value." Each Aggrieved Employee's Individual PAGA Payment was then calculated by multiplying his or her individual Eligible Pay Periods by the Pay Period Value.

Your Eligible Pay Periods are: [REDACTED]

Your Individual PAGA Payment is: \$ [REDACTED]

The Settlement checks will be valid for 180 days after they are issued. After 180 days, the Settlement checks will be void. Any Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500, *et seq.* in the names of those Aggrieved Employees who did not cash their Settlement checks until such time as they claim their funds.

6. What Claims are Being Released by the Settlement?

A Judgment has been entered by the Court. Upon funding of the Gross Settlement Amount, Plaintiff, Aggrieved Employees and the State of California will have released the Released Parties from the Released Claims for the PAGA Period, which is defined as the period of time between August 6, 2023, to December 29, 2025.

The Released Parties include Defendants Fleetwood Aluminum Products, Inc. and Fleetwood Aluminum Products, LLC, and their present and former parent companies, shareholders, officers, directors, employees, agents, attorneys, successors and assigns, any individual or entity which could be liable for any of the Released Claims, and Defendants' counsel of record in the Action.

The Released Claims include any and all claims under PAGA arising during the PAGA Period for the recovery of civil penalties, attorneys' fees, and costs, that arise out of the violations alleged in the Complaint and the PAGA Notice or which reasonably could have been brought based on the allegations contained in the Complaint and PAGA Notice, including claims under PAGA that are based on Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802. This release is limited to claims arising during the PAGA Period. Aggrieved Employees cannot opt out of or object to the foregoing PAGA Release. The Released Claims do not release any Aggrieved Employees' claim for wages or damages.

If you have questions, you can call the Settlement Administrator at [Toll-free Number] or you may contact Plaintiff's attorneys:

PARKER & MINNE, LLP
S. Emi Minne
Yasmin Wilber
700 South Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833
Facsimile: (310) 889-0822

LAWYERS *for* JUSTICE, PC
Yasmin Hosseini
Alborz Javaheri
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LAWSUIT TO THE CLERK OF THE COURT OR THE JUDGE. THE COURT WILL NOT BE ABLE TO ASSIST YOU.

EXHIBIT 2



August 6, 2024

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAFilings@dir.ca.gov

Re: FLEETWOOD ALUMINUM PRODUCTS INC.; FLEETWOOD ALUMINUM PRODUCTS, LLC

Dear Representative:

We have been retained to represent Mr. Kenneth Kastelz against Fleetwood Aluminum Products Inc. and Fleetwood Aluminum Products, LLC (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Fleetwood Aluminum Products") for violations of California wage-and-hour laws. Mr. Kastelz seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Kastelz seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Fleetwood Aluminum Products employed Mr. Kastelz as an hourly-paid, non-exempt employee from approximately June 2022 to approximately August 2023, in the State of California.

The "aggrieved employees" that Mr. Kastelz may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Fleetwood Aluminum Products has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 16-2001.

Fleetwood Aluminum Products required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Kastelz and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Kastelz and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Fleetwood Aluminum Products required Mr. Kastelz and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Fleetwood Aluminum Products failed to pay Mr. Kastelz and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Fleetwood Aluminum Products failed to pay Mr. Kastelz and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Fleetwood Aluminum Products did not provide Mr. Kastelz and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Fleetwood Aluminum Products were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Kastelz and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Kastelz and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Kastelz and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Kastelz and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Kastelz and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Fleetwood Aluminum Products failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Kastelz and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Fleetwood Aluminum Products did not provide Mr. Kastelz and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001 and 16-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Fleetwood Aluminum Products failed to pay Mr. Kastelz and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Kastelz and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Fleetwood Aluminum Products failed to pay Mr. Kastelz and other aggrieved employees for two

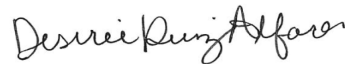
(2) hours at the employee's regular rate of pay on days in which Mr. Kastelz and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Kastelz and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Fleetwood Aluminum Products. These costs include, but are not limited to, the use of personal phones for work-related tasks and the purchase and maintenance of footwear in compliance with the dress code.

Therefore, on behalf of all aggrieved employees, Mr. Kastelz seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Desiree Ruiz Alfaro, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Fleetwood Aluminum Products Inc.
c/o Corporate Creations Network Inc.
Agent for Service of Process
7801 Folsom Boulevard, Suite #202
Sacramento, California 95826

Fleetwood Aluminum Products, LLC
c/o Corporate Creations Network Inc.
Agent for Service of Process
7801 Folsom Boulevard, Suite #202
Sacramento, California 95826

EXHIBIT 3



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Aggrieved Members	350
Opt Out Rate	N/A
Opt Outs Received	
Total Aggrieved Claimants	350
Subtotal Admin Only	\$4,950.00

Fixed Fee Total **\$4,950.00**

For 350 Aggrieved Members

Pricing Good for Scope of Estimate Only

December 8, 2025

Case: Kastelz v. Fleetwood Aluminum PAGA Administration wTranslation

Phoenix Contact: Jodey Lawrence

Contact Number: 800-523-5773

Email: Jodey@phoenixclassaction.com

Requesting Attorney: S. Emi Minne

Firm: Parker & Minne, LLP

Contact Number: (310) 882-6833

Email: emi@parkerminne.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 350 Aggrieved Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 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*	\$49.35	1	\$49.35
Call Center & Long Distance	\$1.75	35	\$61.25
NCOA (USPS)	\$200.00	1	\$200.00
Language Translation	\$250.00	1	\$250.00
Total			\$1,060.60

* 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	\$0.25	350	\$87.50
Notice and Check Packet	\$1.75	350	\$612.50
Estimated Postage (up to 1 oz.)*	\$0.74	350	\$259.00
Total			\$1,209.00

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



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$50.00	2	\$100.00
Skip Tracing Undeliverables	\$1.50	35	\$52.50
Remail Notice Packets	\$1.70	35	\$59.50
Estimated Postage	\$0.74	35	\$25.90
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$337.90

Database Programming			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	1	\$125.00
Case Manager	\$125.00	1	\$125.00
Total			\$250.00

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	\$125.00	2	\$250.00
Programming Manager	\$95.00	1	\$95.00
QSF Bank Account & EIN	\$50.00	1	\$50.00
Check Run Setup & Printing	\$125.00	2	\$250.00
Total			\$895.00

* 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)	\$1.50	5	\$7.50
Case Associate	\$125.00	2	\$250.00
Reconcile Uncashed Checks	\$75.00	1	\$75.00
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)	\$340.00	1	\$340.00
Total			\$1,197.50

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

Estimate Total: \$4,950.00



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 4

ILYM | GROUP, Inc.

C L A S S A C T I O N A D M I N I S T R A T I O N

Case Name: Kastelz v. Fleetwood Aluminum
Monday, October 27, 2025

Requesting Attorney:
S. Emi Minne
Parker & Minne, LLP
emi@parkerminne.com
310.882.6833

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	350
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
ILYM Group Static Website	Yes
NCOA	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$2,151.50
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$3,228.50
Case Conclusion:	\$570.00

Estimated ILYM Fees & Expenses: \$5,950.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Kastelz v. Fleetwood Aluminum

Monday, October 27, 2025

Requesting Attorney's Name: S. Emi Minne

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	1	\$150.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	2	\$240.00
Certified Spanish Translation	Flat Fee	\$750.00	1	\$750.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$110.00	1	\$110.00
Toll-Free Telephone Support	Flat Rate	\$151.50	1	\$151.50

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$2,151.50

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.50	350	\$525.00
USPS First Class 1oz Postage	Per Piece	\$0.75	350	\$262.50
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	46	\$91.00
Preparation of Taxes	Hourly	\$150.00	2	\$300.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$3,228.50

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Process Unclaimed Funds	Flat Fee	\$350.00	1	\$350.00
Declaration	Hourly	\$120.00	1	\$120.00

Subtotal \$570.00

Estimated ILYM Fees & Expenses: \$5,950.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM 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, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT 5



Quotation Request:
S. Emi Minne
Parker & Minne LLP
emi@parkerminne.com

Case Name: Kastelz v. Fleetwood Aluminum
Date: Monday, December 8, 2025
RFP Number: 315920015

Prepared By:
Kimberly Sutherland
Apex Class Action LLC
kimberly@apexclassaction.com
321.223.5065

Settlement Specifications	
Number of Aggrieved Employees	350
Certified Language Translation:	Yes
Static Settlement Website	Yes
Percentage of Undeliverable Mail	15%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$425.00

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$620.00

Toll-Free Contact Center, Website, Reporting & Pre-Distribution				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Bilingual Toll-Free Contact Center	Static Rate	\$65.00	1	\$65.00
NCOA Address Update (USPS)	Static Rate	\$88.25	1	\$88.25
Certified Language Translation: Spanish	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$1,273.25



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Distribution & Settlement Fund Management				
Settlement Calculations	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (IRS Form 1099 if applicable)	Per Piece	\$1.25	350	\$437.50
USPS First Class Postage	Per Piece	\$0.78	350	\$273.00
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.50	53	\$131.25
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	5	\$500.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$950.00	1	\$950.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$350.00	1	\$350.00
Sub Total:				\$3,161.75

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	2	\$240.00
Sub Total:				\$710.00

WILL NOT EXCEED:			\$6,190.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In the event of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the party's concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 6



Reference No. 20251209-PJI-03

December 9, 2025

Emi Minne, Esq.
Parker & Minne LLP
700 S. Flower Street, Suite 1000
Los Angeles, CA 90017

RE: *Kastelz v. Fleetwood Aluminum*

Dear Emi,

Thank you for this opportunity to provide a quote for your PAGA settlement. Using the parameters you described, Simpluris' total estimated cost is \$7,259. As a courtesy, we are offering a \$1,000 discount, for a discounted total of \$6,259.

Please let me know if you have questions. I look forward to this opportunity to work together.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Patrick J. Ivie".

PATRICK J. IVIE
Chief Revenue Officer

m: 310-995-6455
o: 714-975-5260
e: pivie@simpluris.com



3194-C Airport Loop Drive, Costa Mesa, CA 92626
www.simpluris.com | 1 (800) 779 - 2104



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104
www.simpluris.com

Estimate Number:	20251209-PJI-03	Prepared By:	Patrick Ivie
Estimate Date:	12/9/2025	Telephone Number (mobile):	310.995.6455
Estimate Expiration Date:	3/9/2026	Email:	pivie@simpluris.com

Attorney Contact
Attorney: **Emi Minne, Esq.**
Firm: Parker & Minne LLP
Email: emi@parkerminne.com

Opposing Counsel Contact

Attorney:
Firm:
Email:

**Case Name: Kastelz v. Fleetwood Aluminum
PAGA Settlement**

Assumptions

In addition to the assumptions enumerated below, this estimate assumes that

- (1) Simpluris will receive data in a single, complete file; (2) there will be no substantial change to class size or in response rate;
- (3) administration costs will be paid from the QSF, and (4) Simpluris will submit revisions to this estimate to account for any material changes to scope.

Anticipated Class Size:	350	Undeliverable Rate:	10%
Claims Rate:	n/a	Call Rate:	4%
Opt-out Rate:	n/a	Average Call Length:	4 Minutes
Language(s) for Communication	EN/SP	Fund Distribution:	Simpluris
Reminder Mailing:	n/a	Number of Distributions:	1
Unclaimed Funds:	Escheat	State(s):	CA
Lengths of Administration:	6 Months	Tax Years:	1

Case Setup

- Undertake postings on Simpluris website of key documents as ordered by the Court (e.g. orders and the Settlement Agreement)
- Data compilation: develop case-specific response tracking
- Maintain and monitor Email to address class member inquiries

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$110.00	2	\$220.00
Case Document Web Postings	\$225.00	1	\$225.00
Database Manager - Initial Data Analysis	\$125.00	1	\$125.00
Email Inbox Set up for Correspondence	\$75.00	1	\$75.00
Total:			\$645.00

Contact Center

- Establish case-specific toll-free number and 24/7 IVR
- Assuming 4-minute calls

Category	Unit Value	# of Units	Total
Call Center Set Up	\$350.00	1	\$350.00
Toll Free Monthly Maintenance	\$95.00	6 Months	\$570.00
IVR (includes toll-free number charges)	\$15.00	1	\$15.00
Subtotal			\$935.00

Award Disbursement

- Establish 26 CFR § 1.468B-1 compliant Qualified Settlement Fund ("QSF")
- Spanish translation of the notice
- Disburse Notice with award payments and tax document
- Uncashed checks to the State Controller's Unclaimed Property Fund
- Conduct regular and annual IRS-mandated QSF reporting and reconciliation (one per calendar year)
- Complete all required filings with state and federal tax authorities

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$125.00	2	\$250.00
Disbursement Manager - Data Validation	\$90.00	2	\$180.00
Setup Banking Account/QSF	\$675.00	1	\$675.00
QSF Monthly Maintenance	\$125.00	6	\$750.00
Spanish Translation (assuming 900 words)	\$0.25	900	\$225.00
NCOA/CASS/LACS	\$0.14	350	\$49.00
Print & Mail Notice, Check and Tax Documents	\$2.20	350	\$770.00
Postage	\$0.72	350	\$252.00
Process Returned Checks	\$0.20	35	\$7.00
Skip Trace Search Undeliverable Checks	\$0.12	35	\$4.20
Remail Checks (Includes Postage)	\$3.20	35	\$112.00

Escheat Uncashed Checks	\$500.00	1	\$500.00
QSF Reporting and Final Declaration	\$500.00	1	\$500.00
Reissue Checks / Mailing	\$2.50	4	\$10.00
Reissue 1099s	\$2.50	4	\$10.00
Responding to IRS/State/Agency Inquiries	\$75.00	1	\$75.00
QSF Annual Tax Reporting and Reconciliation	\$850.00	1	\$850.00
Distribution Manager	\$90.00	2	\$180.00
Total:			\$5,399.20

Case Completion

- Final audit and review
- Send final declaration and reporting to counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	1	\$125.00
Clerical-Clean Up Any Misc.	\$45.00	1	\$45.00
Project Manager-Wrap-up Final Issues	\$110.00	1	\$110.00
Total:			\$280.00

Total Estimated Cost of Administration:	\$7,259
Less Client Courtesy Discount:	-\$1,000
Discounted Total:	\$6,259

Terms and Conditions

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions ("Agreement"):

1. Services: Simpluris agrees to provide Client those services set forth in the Proposal (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Proposal. Simpluris will often take direction from Client's representatives, employees, agents and or professionals (collectively, the "Client Parties") with respect to the Services. The parties agree that Simpluris may rely upon, and Client agrees to be bound by, any direction, advice or information provided by the Client Parties to the same extent as if provided by Client. Client agrees and understands that Simpluris shall not provide Client or any other party with any legal advice.

2. Fee Estimates Not Binding: Simpluris and Client acknowledge that it is difficult to determine all necessary work required for the Services or the total amount of fees that may be incurred in performing the Services. Client agrees that fees for Services described in the Proposal are estimated based on the requirements provided by Client. Actual fees charged by Simpluris may be greater or less than such estimate. Client specifically agrees that it will be responsible for the payment of all such fees. Simpluris will provide estimates and budgets, but they are not intended to be binding; are subject to unforeseen circumstances, and by their nature are inexact.

3. Billing and Payment: Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Proposal. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees incurred by Simpluris in performing the Services, regardless of any circumstance that impacts the outcome of Client's matter, including but not limited to, court decisions, actions by the parties, or a failure to consummate a settlement.

4. Further Assurances: Client agrees that it will use its best efforts to include provisions reasonably acceptable to Simpluris in any relevant court order, settlement agreement or similar document that provide for the payment of Simpluris' fees and expenses hereunder. No agreement to which Simpluris is not a party shall reduce or limit the full and prompt payment of Simpluris' fees and expenses as set forth herein and in the Proposal.

5. Rights of Ownership: The parties understand that the software programs and other materials furnished Simpluris to Client and/or developed during the course of the performance of Services are the sole property of Simpluris. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understood that such property is only being made available for Client's use during and in connection with the Services provided by Simpluris.

6. Bank Accounts: Simpluris will establish a demand deposit checking account for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. Simpluris may derive financial benefits from financial institutions in connection with the deposit of such settlement funds with such institutions. Such amounts may be retained by Simpluris as a financial benefit and to offset administration costs including FDIC deposit insurance recordkeeping. In addition, Simpluris may also be required to establish a Qualified Settlement Fund ("QSF") to hold the settlement funds. Simpluris may derive financial benefits from the QSF in the form of interest payments derived therefrom. The amounts held pursuant to these Terms and Conditions are at the sole risk of Client and, without limiting the generality of the foregoing, Simpluris shall have no responsibility or liability for any diminution of the fund that may result from any deposit made with a financial institution including any losses resulting from a default by such institution or other credit losses. It is acknowledged and agreed that Simpluris will have acted prudently in depositing the fund at such institution.

7. Retention of Documents & Data: Unless otherwise required in writing by the Client or court orders, all returned/undeliverable physical documents will be securely shredded after the data has been confirmed uploaded to our systems. Simpluris will retain bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state law requirements. Unless otherwise required in writing by the Client or court orders, Simpluris will adhere to the Company's data deletion policies and will destroy all remaining project-related information from our systems three (3) years after the conclusion of the project. Storage beyond three (3) years is available upon request and will be billed as incurred.

8. Limitation of Liability; Disclaimer of Warranties: Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. In no event will Simpluris be liable to Client or any third party for any claims, losses, costs, penalties, fines, judgments, tax activities, lost profits or business opportunities, business interruptions or delay, special, exemplary, punitive, consequential, indirect or incidental damages relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise, regardless of whether such damage was foreseeable and whether such party has been advised of the possibility of such damages. Simpluris' cumulative liability for damages to Client hereunder will be limited to the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

9. Force Majeure: To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented or delayed by reason of any act of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date

that Simpluris began performing Services, epidemic, pandemic, quarantine, civil commotion, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation or because of any other matter beyond Simpluris' reasonable control, then Simpluris' performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

10. Rights in Data: Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.

11. Electronic Communications: During the provision of the Services, the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.

12. Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier to the address identified by each Party in the Proposal. Notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.

13. Waiver: Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.

14. Termination: Client may terminate the Services at any time upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris for Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 60 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice if the Client is not current in payment of fees.

15. Jurisdiction: These Terms and Conditions will be governed by and construed in accordance with the laws of the state of California, without giving effect to any choice of law principles.

16. Survival: Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 8 - Limitation of Liability; Disclaimer of Warranties, Section 10 – Rights in Data, and Section 15- Jurisdiction, 17 -Confidentiality, and Section 18 – Indemnification.

17. Confidentiality: Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third-party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.

18. Indemnification: Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents) harmless against any losses whatsoever incurred by Simpluris, arising out of any action by a third party, including governmental agencies, in connection with , or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.

19. Severability: If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20. Database Administration: Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

21. Entire Agreement: These Terms and Conditions and the Proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT 7

PARKER & MINNE, LLP

Attorney Time Report

Kenneth Kastelz v. Fleetwood Aluminum Products, Inc.

Riverside County Superior Court Case No. CVRI2406069

Date	Atty	Description of Work Performed	Time	Rate	Total
Attorney - Jill Parker					
1/28/2025	JP	Review case file	1	\$850.00	\$850.00
1/29/2025	JP	Emails to EM re: new case	0.3	\$850.00	\$255.00
1/29/2025	JP	Review emails from EM re: new case	0.1	\$850.00	\$85.00
2/6/2026	JP	Review email from B. Shaw (co-counsel)	0.1	\$850.00	\$85.00
2/6/2025	JP	Email to B. Shaw (co-counsel)	0.1	\$850.00	\$85.00
2/6/2025	JP	Review email from EM re: mediation	0.1	\$850.00	\$85.00
2/6/2026	JP	Email to EM re: mediation	0.1	\$850.00	\$85.00
2/26/2026	JP	Review & finalize notice of association	0.1	\$850.00	\$85.00
2/26/2026	JP	Review email from C. Vega (Co-counsel's office	0.1	\$850.00	\$85.00
10/29/2025	JP	Prepare for mediation	8	\$850.00	\$6,800.00
10/30/2025	JP	Attend mediation	7.5	\$850.00	\$6,375.00
Total - Jill Parker			17.5		\$14,875.00

Attorney - S. Emi Minne

1/29/2025	EM	Review case file	0.5	\$850.00	\$425.00
1/29/2025	EM	Review email from JP re: new case	0.1	\$850.00	\$85.00
1/29/2025	EM	Email to JP re: new case	0.1	\$850.00	\$85.00
2/6/2025	EM	Review email from B. Shaw (Co-counsel)	0.1	\$850.00	\$85.00
2/6/2025	EM	Email to JP re: mediation	0.1	\$850.00	\$85.00
2/6/2025	EM	Review email from JP re: mediation	0.1	\$850.00	\$85.00
2/7/2025	EM	Review email from B. Shaw (Co-Counsel)	0.1	\$850.00	\$85.00
2/7/2025	EM	Email to B. Shaw (Co-counsel)	0.1	\$850.00	\$85.00
2/13/2025	EM	Review emails form B. Shaw (Co-counsel)	0.1	\$850.00	\$85.00
2/13/2025	EM	Email to B. Shaw (Co-counsel)	0.1	\$850.00	\$85.00
2/18/2025	EM	Review email from B. Shaw (Co-Counsel)	0.1	\$850.00	\$85.00
2/18/2025	EM	Email to B. Shaw (Co-Counsel)	0.1	\$850.00	\$85.00
2/18/2025	EM	Review email from J. Silva (Co-counsel)	0.1	\$850.00	\$85.00
2/24/2025	EM	Review email from B. Shaw (Co-counsel)	0.1	\$850.00	\$85.00
2/24/2025	EM	Email to B. Shaw (Co-counsel)	0.1	\$850.00	\$85.00
2/26/2025	EM	Review notice of association of counsel	0.1	\$850.00	\$85.00
2/28/2025	EM	Review email from J. Silva (Co-Counsel)	0.1	\$850.00	\$85.00
2/28/2025	EM	Email to B. Shaw (Co-Counsel)	0.2	\$850.00	\$170.00
2/28/2025	EM	Review email from J. Silva (Co-counsel)	0.1	\$850.00	\$85.00
2/28/2025	EM	Email to J. Silva (co-counsel)	0.1	\$850.00	\$85.00
2/28/2025	EM	Review file	1	\$850.00	\$850.00
2/28/2025	EM	Email to OC re: telephonic meet and confer	0.2	\$850.00	\$170.00

PARKER & MINNE, LLP

Attorney Time Report

Kenneth Kastelz v. Fleetwood Aluminum Products, Inc.

Riverside County Superior Court Case No. CVRI2406069

Date	Atty	Description of Work Performed	Time	Rate	Total
3/3/2025	EM	Review email from OC S. Hamilton re: telephonic meet & confer	0.1	\$850.00	\$85.00
3/3/2025	EM	Email to OC S. Hamilton re: telephonic meet & confer	0.1	\$850.00	\$85.00
3/4/2025	EM	Review email from OC S. Hamilton re: telephonic meet & confer	0.1	\$850.00	\$85.00
3/4/2025	EM	Email to OC S. Hamilton re: telephonic meet & confer	0.1	\$850.00	\$85.00
3/5/2025	EM	Review email from OC S. Hamilton re: telephonic meet & confer	0.1	\$850.00	\$85.00
3/6/2025	EM	Left voicemail for OC S. Hamilton	0.1	\$850.00	\$85.00
3/6/2025	EM	Review voicemail from OC S. Hamilton	0.1	\$850.00	\$85.00
3/6/2025	EM	Email to OC S. Hamilton re: telephonic meet and confer	0.1	\$850.00	\$85.00
3/6/2025	EM	Call w/ OC S. Hamilton re: discovery & mediation	0.2	\$850.00	\$170.00
3/6/2025	EM	Prepare letter to OC S. Hamilton re: informal discovery	0.5	\$850.00	\$425.00
3/7/2025	EM	Email to OC S. Hamilton re: informal discovery	0.1	\$850.00	\$85.00
3/14/2025	EM	Email to OC S. Hamilton re: informal discovery	0.1	\$850.00	\$85.00
3/21/2025	EM	Email to OC S. Hamilton re: informal discovery	0.1	\$850.00	\$85.00
3/25/2025	EM	Call w/ OC S. Hamilton re: discovery & mediation	0.1	\$850.00	\$85.00
3/25/2025	EM	Email to OC S. Hamilton re: discovery response extension	0.1	\$850.00	\$85.00
4/3/2025	EM	Email to OC S. Hamilton re: informal discovery	0.1	\$850.00	\$85.00
4/4/2025	EM	Review emails from OC Sherry Kastelz re: informal discovery	0.1	\$850.00	\$85.00
4/4/2025	EM	Email to OC S. Hamilton re: informal discovery	0.1	\$850.00	\$85.00
4/4/2025	EM	Draft mediation stipulation	0.5	\$850.00	\$425.00
4/4/2025	EM	Left voicemail for OC S. Hamilton	0.1	\$850.00	\$85.00
4/4/2025	EM	Left voicemail for OC S. Hamilton	0.1	\$850.00	\$85.00
4/7/2025	EM	Left voicemail for OC S. Hamilton	0.1	\$850.00	\$85.00
4/7/2025	EM	Email to OC S. Hamilton	0.1	\$850.00	\$85.00
4/7/2025	EM	Call w/ OC S. Hamilton re: discovery & mediation	0.2	\$850.00	\$170.00
4/7/2025	EM	Review email from OC S. Hamilton re: discovery deadlines	0.1	\$850.00	\$85.00
4/8/2025	EM	Review email from OC S. Hamilton re: mediation stipulation	0.1	\$850.00	\$85.00
4/8/2025	EM	Draft mediation stipulation	0.3	\$850.00	\$255.00
4/8/2025	EM	Email to OC S. Hamilton re: mediation stipulation	0.1	\$850.00	\$85.00
4/8/2025	EM	Draft Joint CMC Statement	0.3	\$850.00	\$255.00
4/8/2025	EM	Email to OC S. Hamilton re: Joint CMC Statement	0.1	\$850.00	\$85.00
4/8/2025	EM	Email to J. Silva (co-counsel)	0.1	\$850.00	\$85.00
4/8/2025	EM	Review email from J. Silva (co-counsel)	0.1	\$850.00	\$85.00
4/9/2025	EM	Revise & finalize Joint CMC statement	0.3	\$850.00	\$255.00
4/9/2025	EM	Review email from OC S. Hamilton re: Joint CMC Statement	0.1	\$850.00	\$85.00
4/9/2025	EM	Email to OC S. Hamilton re: Joint CMC Statement	0.1	\$850.00	\$85.00
4/10/2025	EM	Review email from OC S. Hamilton re: Joint CMC Statement	0.1	\$850.00	\$85.00

PARKER & MINNE, LLP

Attorney Time Report

Kenneth Kastelz v. Fleetwood Aluminum Products, Inc.

Riverside County Superior Court Case No. CVRI2406069

Date	Atty	Description of Work Performed	Time	Rate	Total
4/10/2025	EM	Finalize Joint CMC Statement	0.3	\$850.00	\$255.00
4/15/2025	EM	Review email from OC S. Hamilton re: informal discovery	0.1	\$850.00	\$85.00
4/15/2025	EM	Email to OC S. Hamilton re: informal discovery	0.1	\$850.00	\$85.00
4/16/2025	EM	Review voicemail from OC S. Hamilton	0.1	\$850.00	\$85.00
4/16/2026	EM	Review emails from OC S. Hamilton re: stipulation re: mediation	0.1	\$850.00	\$85.00
4/16/2025	EM	Emails to OC S. Hamilton re: stipulation re: mediation	0.1	\$850.00	\$85.00
4/18/2025	EM	Call w/ OC S. Hamilton re: stipulation re mediation	0.2	\$850.00	\$170.00
4/18/2025	EM	Review mediation stipulation	0.2	\$850.00	\$170.00
4/18/2025	EM	Email to OC S. Hamilton re: mediation stipulation	0.1	\$850.00	\$85.00
4/21/2025	EM	Review Defendant's revisions to mediation stipulation	0.1	\$850.00	\$85.00
4/21/2025	EM	Review email from OC S. Hamilton re: mediation stipulation	0.1	\$850.00	\$85.00
4/21/2025	EM	Email to OC S. Hamilton re: mediation stipulation	0.1	\$850.00	\$85.00
4/22/2025	EM	Finalize stipulation re: mediation	0.1	\$850.00	\$85.00
4/22/2025	EM	Review email from K. Post (OC's office) re: mediation stipulation	0.1	\$850.00	\$85.00
4/24/2025	EM	Review email from OC S. Hamilton re: CMC	0.1	\$850.00	\$85.00
4/24/2025	EM	Email to OC S. Hamilton re: CMC	0.1	\$850.00	\$85.00
5/5/2025	EM	Review court order re: CMC & order re: reassignment	0.1	\$850.00	\$85.00
5/16/2025	EM	Draft Joint CMC Statement	0.2	\$850.00	\$170.00
5/16/2025	EM	Email to OC S. Hamilton re: Joint CMC Statement	0.1	\$850.00	\$85.00
5/20/2025	EM	Review email from OC S. Hamilton re: Joint CMC Statement	0.1	\$850.00	\$85.00
5/20/2025	EM	Revise & finalize Jt CMC Statement	0.2	\$850.00	\$170.00
6/4/2025	EM	Appear at CMC	0.5	\$850.00	\$425.00
6/4/2025	EM	Prepare hearing memo on CMC	0.2	\$850.00	\$170.00
6/5/2025	EM	Review Case Management Order	0.2	\$850.00	\$170.00
6/30/2025	EM	Review correspondence from Todd Smith (mediator)	0.1	\$850.00	\$85.00
7/3/2025	EM	Review email from M. LeBlanc-Mansell (Co-counsel)	0.1	\$850.00	\$85.00
7/3/2025	EM	Email to M. LeBlanc-Mansell (Co-counsel)	0.1	\$850.00	\$85.00
7/3/2025	EM	Review email from J. Meza (co-counsel's office)	0.1	\$850.00	\$85.00
7/8/2025	EM	Review email from J. Meza (co-counsel's office)	0.1	\$850.00	\$85.00
8/20/2025	EM	Email to YW re: mediation	0.1	\$850.00	\$85.00
8/21/2025	EM	Review email from YW re: mediation	0.1	\$850.00	\$85.00
8/21/2025	EM	Email to YW re: mediation	0.1	\$850.00	\$85.00
8/29/2025	EM	Review memorandum re: mediation	0.2	\$850.00	\$170.00
8/29/2025	EM	Review email from YW re: mediation	0.1	\$850.00	\$85.00
8/29/2025	EM	Email to YW re: mediation	0.1	\$850.00	\$85.00
9/19/2025	EM	Email to OC S. Hamilton re: informal discovery	0.1	\$850.00	\$85.00
9/19/2025	EM	Review email from OC L. Shelby re: informal discovery	0.1	\$850.00	\$85.00

PARKER & MINNE, LLP

Attorney Time Report

Kenneth Kastelz v. Fleetwood Aluminum Products, Inc.

Riverside County Superior Court Case No. CVRI2406069

Date	Atty	Description of Work Performed	Time	Rate	Total
9/23/2025	EM	Review email from L. Shelby (OC's office) re: informal discovery	0.1	\$850.00	\$85.00
9/23/2025	EM	Review informal discovery production	0.2	\$850.00	\$170.00
9/24/2025	EM	Email to OC L. Shelby re: informal discovery	0.1	\$850.00	\$85.00
9/24/2025	EM	Review email from OC S. Hamilton re: informal discovery	0.1	\$850.00	\$85.00
9/25/2025	EM	Review time and payroll production	0.5	\$850.00	\$425.00
9/25/2025	EM	Review email from OC P. Duclos re: informal discovery	0.1	\$850.00	\$85.00
9/25/2025	EM	Email to OC P. Duclos re: informal discovery	0.1	\$850.00	\$85.00
9/25/2025	EM	Emails to Berger Consulting (expert) re: data analysis	0.3	\$850.00	\$255.00
9/25/2025	EM	Review emails from Berger Consulting (expert) re: data analysis	0.2	\$850.00	\$170.00
9/26/2025	EM	Review emails from Berger Consulting (expert) re: data analysis	0.3	\$850.00	\$255.00
9/26/2025	EM	Emails to Berger Consulting (expert) re: data analysis	0.3	\$850.00	\$255.00
9/26/2025	EM	Emails to OC P. Duclos re: informal discovery	0.1	\$850.00	\$85.00
9/30/2025	EM	Review email from OC Phillip Duclos re: informal discovery	0.1	\$850.00	\$85.00
9/30/2025	EM	Email to OC Phillip Duclos re: informal discovery	0.1	\$850.00	\$85.00
9/30/2025	EM	Email to Berger Consulting re: data analysis	0.1	\$850.00	\$85.00
9/30/2025	EM	Review email from Berger Consulting (expert) re: data analysis	0.1	\$850.00	\$85.00
10/7/2025	EM	Email to OC P. Duclos re: informal discovery	0.1	\$850.00	\$85.00
10/9/2025	EM	Review email from OC S. Lauren re: informal discovery	0.1	\$850.00	\$85.00
10/9/2025	EM	Email to Berger Consulting (expert) re: data analysis	0.1	\$850.00	\$85.00
10/9/2025	EM	Review email from Berger Consulting (expert)	0.1	\$850.00	\$85.00
10/14/2025	EM	Review informal discovery produced by Defendant	1.7	\$850.00	\$1,445.00
10/14/2025	EM	Email to Yasmin re: plaintiff's records	0.1	\$850.00	\$85.00
10/14/2025	EM	Email to OC L. Shelby re: informal discovery	0.1	\$850.00	\$85.00
10/14/2025	EM	Emails to YW re: mediation	0.3	\$850.00	\$255.00
10/14/2025	EM	Review email from YW re: mediation	0.1	\$850.00	\$85.00
10/16/2025	EM	Review informal discovery production	2.3	\$850.00	\$1,955.00
10/16/2025	EM	Review email from YW re: mediation	0.1	\$850.00	\$85.00
10/16/2025	EM	Review YW analysis of client time records	0.5	\$850.00	\$425.00
10/16/2025	EM	Email to Berger Consulting (expert) re: data analysis	0.1	\$850.00	\$85.00
10/16/2025	EM	Review email from Berger Consulting (expert) re: data analysis	0.1	\$850.00	\$85.00
10/16/2025	EM	Call to K. Kastelz	0.1	\$850.00	\$85.00
10/16/2025	EM	Draft mediation brief	0.3	\$850.00	\$255.00
10/16/2025	EM	Messages to/from K. Kastelz	0.1	\$850.00	\$85.00
10/17/2025	EM	Review analysis from Berger Consulting (expert)	0.5	\$850.00	\$425.00
10/17/2025	EM	Review emails from Berger Consulting (expert)	0.1	\$850.00	\$85.00

PARKER & MINNE, LLP

Attorney Time Report

Kenneth Kastelz v. Fleetwood Aluminum Products, Inc.

Riverside County Superior Court Case No. CVRI2406069

Date	Atty	Description of Work Performed	Time	Rate	Total
10/17/2025	EM	Emails to Berger Consulting (expert)	0.2	\$850.00	\$170.00
10/17/2025	EM	Call to Kenneth Kastelz	0.1	\$850.00	\$85.00
10/20/2025	EM	Review email from mediator's office	0.1	\$850.00	\$85.00
10/20/2025	EM	Email to mediator's office	0.1	\$850.00	\$85.00
10/20/2025	EM	Draft mediation brief	2.5	\$850.00	\$2,125.00
10/20/2025	EM	Call w/ K. Kastelz	0.7	\$850.00	\$595.00
10/20/2025	EM	Email to K. Kastelz	0.2	\$850.00	\$170.00
10/21/2025	EM	Draft mediation brief	0.8	\$850.00	\$680.00
10/23/2025	EM	Draft mediation brief	5.7	\$850.00	\$4,845.00
10/23/2025	EM	Review emails from OC S. Hamilton re: mediation	0.1	\$850.00	\$85.00
10/23/2025	EM	Email to OC S. Hamilton re: mediation	0.1	\$850.00	\$85.00
10/24/2025	EM	Draft damages analysis	2	\$850.00	\$1,700.00
10/24/2025	EM	Email to YW re: mediation brief	0.1	\$850.00	\$85.00
10/24/2025	EM	Finalize mediation brief	0.5	\$850.00	\$425.00
10/24/2025	EM	Email to mediator's office	0.1	\$850.00	\$85.00
10/27/2025	EM	Review email from A. Grossman (co-counsel)	0.1	\$850.00	\$85.00
10/27/2025	EM	Review email from mediator's office	0.1	\$850.00	\$85.00
10/28/2025	EM	Review email from OC L. Shelby re: informal discovery	0.1	\$850.00	\$85.00
10/28/2025	EM	Review additional informal discovery production	0.2	\$850.00	\$170.00
10/28/2025	EM	Revise damages analysis	0.5	\$850.00	\$425.00
10/28/2025	EM	Email to mediator	0.1	\$850.00	\$85.00
10/28/2025	EM	Call w/ OC S. Hamilton & M. Thomas re: mediation	0.2	\$850.00	\$170.00
10/29/2025	EM	Prepare for mediation	1	\$850.00	\$850.00
10/30/2025	EM	Attend mediation	7.5	\$850.00	\$6,375.00
10/30/2025	EM	Call to Kenneth Kastelz	0.3	\$850.00	\$255.00
10/30/2025	EM	Draft MOU	1.5	\$850.00	\$1,275.00
10/30/2025	EM	Email to OC S. Hamilton re: MOU	0.1	\$850.00	\$85.00
10/30/2025	EM	Review email from OC S. Hamilton re: MOU	0.1	\$850.00	\$85.00
10/31/2025	EM	Review email from OC S. Hamilton re: MOU	0.1	\$850.00	\$85.00
10/31/2025	EM	Review email from J. Meza (co-counsel's office)	0.1	\$850.00	\$85.00
10/31/2025	EM	Email to J. Meza (co-counsel's office)	0.1	\$850.00	\$85.00
11/5/2025	EM	Email to OC S. Hamilton re: MOU	0.1	\$850.00	\$85.00
11/5/2025	EM	Review email from OC S. Hamilton re: MOU	0.1	\$850.00	\$85.00
11/10/2025	EM	Email to OC S. Hamilton re: MOU	0.1	\$850.00	\$85.00
11/10/2025	EM	Review email from OC S. Hamilton re: MOU	0.1	\$850.00	\$85.00
11/12/2025	EM	Review email from OC S. Hamilton	0.1	\$850.00	\$85.00
11/12/2025	EM	Review Defendant's revisions to MOU	0.2	\$850.00	\$170.00
11/12/2025	EM	Email to OC S. Hamilton re: MOU	0.1	\$850.00	\$85.00
11/12/2025	EM	Research re: MOU	0.5	\$850.00	\$425.00

PARKER & MINNE, LLP

Attorney Time Report

Kenneth Kastelz v. Fleetwood Aluminum Products, Inc.

Riverside County Superior Court Case No. CVRI2406069

Date	Atty	Description of Work Performed	Time	Rate	Total
11/13/2025	EM	Email to YW re CMC Statement	0.1	\$850.00	\$85.00
11/13/2025	EM	Review email from YW re: CMC Statement	0.1	\$850.00	\$85.00
11/13/2025	EM	Review emails from OC S. Hamilton re: MOU	0.1	\$850.00	\$85.00
11/13/2025	EM	Emails to OC S. Hamilton re: MOU	0.1	\$850.00	\$85.00
11/14/2025	EM	Review & revise Joint CMC Statement	0.1	\$850.00	\$85.00
11/14/2025	EM	Email to YW re CMC Statement	0.1	\$850.00	\$85.00
11/14/2025	EM	Review emails from YW re: CMC Statement	0.1	\$850.00	\$85.00
11/14/2025	EM	Review email from OC S. Hamilton re: Jt CMC Statement	0.1	\$850.00	\$85.00
11/14/2025	EM	Emails to OC S. Hamilton re: MOU	0.1	\$850.00	\$85.00
11/14/2025	EM	Review emails from OC S. Hamilton re: MOU	0.1	\$850.00	\$85.00
11/14/2025	EM	Call w/ OC S. Hamilton re: MOU	0.3	\$850.00	\$255.00
11/20/2025	EM	Review email from OC S. Hamilton re: MOU	0.1	\$850.00	\$85.00
11/20/2025	EM	Review Defendants' revisions to MOU	0.2	\$850.00	\$170.00
11/20/2025	EM	Email to OC S. Hamilton re: MOU	0.1	\$850.00	\$85.00
11/20/2025	EM	Emails to YW re: MOU and long form agreement	0.2	\$850.00	\$170.00
11/20/2025	EM	Review emails from YW re: MOU and long form agreement	0.1	\$850.00	\$85.00
11/21/2025	EM	Review email from J. Meza (co-counsel's office)	0.1	\$850.00	\$85.00
11/25/2025	EM	Review email from A. Javaheri (co-counsel)	0.1	\$850.00	\$85.00
11/25/2025	EM	Email to A. Javaheri (Co-counsel)	0.1	\$850.00	\$85.00
12/1/2025	EM	Emails to OC S. Hamilton re: MOU	0.1	\$850.00	\$85.00
12/1/2025	EM	Review emails from OC S. Hamilton re: MOU	0.2	\$850.00	\$170.00
12/1/2025	EM	Review minute order re: CMC	0.1	\$850.00	\$85.00
12/1/2025	EM	Review fully executed MOU	0.1	\$850.00	\$85.00
12/3/2025	EM	Review email from YW re: long form agreement	0.1	\$850.00	\$85.00
12/3/2025	EM	Email to YW re: long form agreement	0.1	\$850.00	\$85.00
12/8/2025	EM	Review & revise draft long form agreement and cover letter	1.8	\$850.00	\$1,530.00
12/8/2025	EM	Email to Phoenix re: administration bid	0.1	\$850.00	\$85.00
12/8/2025	EM	Email to ILYM re: administration bid	0.1	\$850.00	\$85.00
12/8/2025	EM	Email to Simpluris re: administration bid	0.1	\$850.00	\$85.00
12/8/2025	EM	Email to Apex re: administration bid	0.1	\$850.00	\$85.00
12/8/2025	EM	Review administration bid from ILYM	0.1	\$850.00	\$85.00
12/8/2025	EM	Review administration bid from Apex	0.1	\$850.00	\$85.00
12/8/2025	EM	Review email from A. Javaheri (co-counsel)	0.1	\$850.00	\$85.00
12/9/2025	EM	Review administration bid from Simpluris	0.1	\$850.00	\$85.00
12/9/2025	EM	Review administration bid from Phoenix	0.1	\$850.00	\$85.00
12/9/2025	EM	Revise long form settlement agreement	0.3	\$850.00	\$255.00
12/9/2025	EM	Email to OC S. Hamilton re: long form agreement	0.1	\$850.00	\$85.00
1/9/2026	EM	Email to OC S. Hamilton re: long form agreement	0.1	\$850.00	\$85.00
1/14/2026	EM	Email to OC S. Hamilton re: long form agreement	0.1	\$850.00	\$85.00

PARKER & MINNE, LLP

Attorney Time Report

Kenneth Kastelz v. Fleetwood Aluminum Products, Inc.

Riverside County Superior Court Case No. CVRI2406069

Date	Atty	Description of Work Performed	Time	Rate	Total
1/14/2026	EM	Review email from OC S. Hamilton re: long form agreement	0.1	\$850.00	\$85.00
1/27/2026	EM	Email to OC S. Hamilton re: long form agreement	0.1	\$850.00	\$85.00
1/28/2026	EM	Review emails from OC S. Kastelz re: long form agreement	0.2	\$850.00	\$170.00
1/28/2026	EM	Emails to OC S. Hamilton re: long form agreement	0.2	\$850.00	\$170.00
1/28/2026	EM	Review Defendants' revisions to long form agreement; further revise long form agreement	0.3	\$850.00	\$255.00
1/28/2026	EM	Emails to OC S. Hamilton re: long form agreement	0.2	\$850.00	\$170.00
1/28/2026	EM	Review & revise Declaration of K. Kastelz ISO Motion for Approval of PAGA Settlement	0.2	\$850.00	\$170.00
1/28/2026	EM	Confer w/ YW re: motion for approval	0.2	\$850.00	\$170.00
1/30/2026	EM	Review email from OC S. Hamilton re: long form agreement	0.1	\$850.00	\$85.00
1/30/2026	EM	Email to OC S. Hamilton re: long form agreement	0.1	\$850.00	\$85.00
1/30/2026	EM	Review fully executed settlement agreement	0.1	\$850.00	\$85.00
1/30/2026	EM	Email to A. Javaheri (Co-counsel)	0.1	\$850.00	\$85.00
2/2/2026	EM	Review email from A. Javaheri (co-counsel)	0.1	\$850.00	\$85.00
2/10/2026	EM	Review file	1.3	\$850.00	\$1,105.00
2/10/2026	EM	Prepare administrator declaration	0.1	\$850.00	\$85.00
2/10/2026	EM	Email to Phoenix re: declaration ISO motion for approval of PAGA settlement	0.1	\$850.00	\$85.00
2/10/2026	EM	Review email from Phoenix re: declaration ISO motion for approval	0.1	\$850.00	\$85.00
2/10/2026	EM	Email to Phoenix re: declaration ISO motion for approval	0.1	\$850.00	\$85.00
2/10/2026	EM	Review Phoenix declaration ISO motion for approval	0.1	\$850.00	\$85.00
2/24/2026	EM	Review email from A. Javaheri (co-counsel)	0.1	\$850.00	\$85.00
2/24/2026	EM	Email to A. Javaheri (co-counsel)	0.1	\$850.00	\$85.00
2/24/2026	EM	Email to YW re: motion for approval	0.1	\$850.00	\$85.00
2/24/2026	EM	Review email from YW re: motion for approval	0.1	\$850.00	\$85.00
3/4/2026	EM	Revise motion for approval of PAGA settlement & supporting documents	0.8	\$850.00	\$680.00
3/5/2026	EM	Revise motion for approval of PAGA settlement & supporting documents	3	\$850.00	\$2,550.00
3/5/2026	EM	Email to A. Javaheri (co-counsel)	0.1	\$850.00	\$85.00
3/5/2026	EM	Review & revise draft approval order and judgment	0.1	\$850.00	\$85.00
3/6/2026	EM	Review emails from YW re: motion for approval	0.1	\$850.00	\$85.00
3/6/2026	EM	Emails to YW re: motion for approval	0.1	\$850.00	\$85.00
3/6/2026	EM	Review revised Kastelz declaration	0.1	\$850.00	\$85.00
3/10/2026	EM	Revise motion for approval of PAGA Settlement	0.6	\$850.00	\$510.00
3/10/2026	EM	Review email from A. Javaheri (co-counsel)	0.1	\$850.00	\$85.00
3/10/2026	EM	Email to A. Javaheri (co-counsel)	0.1	\$850.00	\$85.00

PARKER & MINNE, LLP

Attorney Time Report

Kenneth Kastelz v. Fleetwood Aluminum Products, Inc.

Riverside County Superior Court Case No. CVRI2406069

Date	Atty	Description of Work Performed	Time	Rate	Total
3/12/2026	EM	Revise & finalize motion for approval of PAGA settlement and supporting documents	2	\$850.00	\$1,700.00
Total - S. Emi Minne			67.9		\$57,715.00

Attorney - Yasmin Wilber

8/20/2025	YW	Review email from EM re: mediation	0.1	\$350.00	\$35.00
8/20/2025	YW	Left voicemail from K. Kastelz	0.1	\$350.00	\$35.00
8/21/2025	YW	Call w/ K. Kastelz	0.3	\$350.00	\$105.00
8/21/2025	YW	Email to EM re: mediation	0.1	\$350.00	\$35.00
8/21/2025	YW	Review email from EM re: mediation	0.1	\$350.00	\$35.00
8/22/2025	YW	Call w/ K. Kastelz	1.3	\$350.00	\$455.00
8/29/2025	YW	Call w/ K. Kastelz	0.8	\$350.00	\$280.00
8/29/2025	YW	Prepare internal memorandum for mediation	1	\$350.00	\$350.00
8/29/2025	YW	Email to EM re: mediation	0.1	\$350.00	\$35.00
8/29/2025	YW	Review email from EM re: mediation	0.1	\$350.00	\$35.00
10/14/2025	YW	Review email from EM re: mediation	0.1	\$350.00	\$35.00
10/14/2025	YW	Email to EM re: mediation	0.1	\$350.00	\$35.00
10/14/2025	YW	Review & analyze client's time records	1.8	\$350.00	\$630.00
10/15/2025	YW	Review & analyze client's time records	6.2	\$350.00	\$2,170.00
10/16/2025	YW	Review & analyze client's time records	2.5	\$350.00	\$875.00
10/16/2025	YW	Email to EM re: mediation	0.1	\$350.00	\$35.00
10/24/2025	YW	Review email from EM re: mediation	0.1	\$350.00	\$35.00
10/24/2025	YW	Reviewed mediation brief and corresponding exhibits	2.7	\$350.00	\$945.00
10/24/2025	YW	Email to YW re: mediation	0.1	\$350.00	\$35.00
11/13/2025	YW	Review email from EM re: CMC Statement	0.1	\$350.00	\$35.00
11/13/2025	YW	Email to EM re: CMC Statement	0.1	\$350.00	\$35.00
11/13/2025	YW	Draft Joint CMC Statement	0.8	\$350.00	\$280.00
11/14/2025	YW	Email to EM re: CMC Statement	0.1	\$350.00	\$35.00
11/14/2025	YW	Review email from EM re: CMC Statement	0.1	\$350.00	\$35.00
11/14/2025	YW	Emails to OC S. Hamilton re: CMC Statement	0.1	\$350.00	\$35.00
11/14/2025	YW	Review emails from OC S. Hamilton re: CMC Statement	0.8	\$350.00	\$280.00
11/14/2025	YW	Finalize Joint CMC Statement	0.8	\$350.00	\$280.00
11/20/2025	YW	Review emails from EM re: MOU and long form agreement	0.1	\$350.00	\$35.00
11/20/2025	YW	Emails to EM re: MOU and long form agreement	0.1	\$350.00	\$35.00
11/20/2025	YW	Communication w/ K. Kastelz	0.3	\$350.00	\$105.00
11/25/2025	YW	Draft long form agreement	1.2	\$350.00	\$420.00
12/1/2025	YW	Draft long form agreement	1.7	\$350.00	\$595.00
12/2/2025	YW	Draft long form agreement	1.5	\$350.00	\$525.00
12/3/2025	YW	Draft long form agreement	2.7	\$350.00	\$945.00

PARKER & MINNE, LLP

Attorney Time Report

Kenneth Kastelz v. Fleetwood Aluminum Products, Inc.

Riverside County Superior Court Case No. CVRI2406069

Date	Atty	Description of Work Performed	Time	Rate	Total
12/3/2025	YW	Email to EM re: long form agreement	0.2	\$350.00	\$70.00
12/3/2025	YW	Review email from EM re: long form agreement	0.1	\$350.00	\$35.00
1/28/2026	YW	Confer w/ EM re: motion for approval	0.2	\$350.00	\$70.00
1/28/2026	YW	Draft, revise & finalize Declaration of K. Kastelz ISO motion for approval of PAGA Settlement	2.2	\$350.00	\$770.00
1/28/2026	YW	Communication w/ K. Kastelz	0.3	\$350.00	\$105.00
2/19/2026	YW	Downloaded 06/05/2025 Minute Order per LFJ's request	0.2	\$350.00	\$70.00
2/23/2026	YW	Draft Declaration of EM ISO Motion for Approval	4.1	\$350.00	\$1,435.00
2/24/2026	YW	Review email from EM re: motion for approval	0.1	\$350.00	\$35.00
2/24/2026	YW	Email to EM re: motion for approval	0.1	\$350.00	\$35.00
2/26/2026	YW	Draft EM declaration ISO Motion for Approval, Motion for Approval, Proposed Order, and compiled Exhibits for EM decl	4.7	\$350.00	\$1,645.00
2/27/2026	YW	Revised & finalized initial drafts of EM declaration ISO Motion for Approval, Motion for Approval, Proposed Order, and Exhibits	7.2	\$350.00	\$2,520.00
3/5/2026	YW	Revised Kastelz Declaration ISO Motion for Approval	0.2	\$350.00	\$70.00
3/5/2026	YW	Call w/ K. Kastelz	0.1	\$350.00	\$35.00
3/6/2026	YW	Review email from EM re: motion for approval	0.1	\$350.00	\$35.00
3/6/2026	YW	Email to EM re: motion for approval	0.1	\$350.00	\$35.00
3/6/2026	YW	Communication w/ K. Kastelz	0.2	\$350.00	\$70.00
3/6/2026	YW	Revised motion for approval, EM Declaration, and Proposed Order	4.6	\$350.00	\$1,610.00
Total - Yasmin Wilber			52.8		\$18,480.00

GRAND TOTAL 138.2

\$91,070.00

EXHIBIT 8

PARKER & MINNE, LLP

Expense Report

Kenneth Kastelz v. Fleetwood Aluminum Products, Inc.

Riverside County Superior Court Case No. CVRI2406069

Date	Expense Description	Payee	Amount
4/14/2025	Filing - Joint CMC Statement	One Legal	\$23.02
5/20/2025	Filing - Joint CMC Statement	LDS	\$18.85
11/17/2025	Filing - Joint CMC Statement	One Legal	\$23.02
TOTAL			\$64.89

EXHIBIT 9



Emi Minne <emi@parkerminne.com>

Thank you for your Proposed Settlement Submission

1 message

no-reply@formassembly.com <no-reply@formassembly.com>
To: emi@parkerminne.com

Thu, Mar 12, 2026 at 5:33 PM

03/12/2026 05:32:58 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 03/12/2026 05:32:58 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1043971-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm