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Attorneys for Plaintiff MELISSA RUBLE,  
similarly situated individuals, and Aggrieved Employees

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

MELISSA RUBLE, individually, and on behalf  
of other members of the general public  
similarly situated and as an aggrieved  
employee pursuant to the Private Attorneys  
General Act (“PAGA”);

Plaintiff,

v.

REBORN CABINETS, INC., a California  
Corporation; and DOES 1 through 50,  
inclusive,

Defendants.

Case No.: 21STCV31721  
Hon. Kenneth R. Freeman  
Dept. LA - 014

**DECLARATION OF FRANCIS A.  
DIGIACCO IN SUPPORT OF  
PLAINTIFF’S SUPPLEMENTAL  
BRIEFING IN SUPPORT OF MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

DATE: October 17, 2024  
TIME: 11:00 a.m.

1 I, Francis A. DiGiacco, declare and state as follows:

2 1. I am an attorney at law, duly licensed to practice before all courts of the State of  
3 California, and attorney of record for Plaintiff Melissa Ruble in this action. I have personal  
4 knowledge of the facts contained herein, and, if called as a witness, could and would competently  
5 testify to their veracity.

6 2. This declaration is submitted in support of Plaintiff's Supplemental Briefing in  
7 support of Motion for Preliminary Approval of Class Action Settlement.

8 3. Attached hereto as **Exhibit 1** is a true and correct copy of the Revised Class Action  
9 and PAGA Settlement Agreement and Stipulation ("Revised Settlement Agreement") entered into  
10 by and between Plaintiff Melissa Ruble, individually and on behalf of all other similarly situated  
11 and other aggrieved employees, and Defendant Reborn Cabinets, Inc. The Parties and their  
12 counsel drafted and agreed to the proposed Revised Notice of Class Action Settlement ("Revised  
13 Class Notice"), which is attached to the proposed Revised Settlement Agreement as **Exhibit 2**,  
14 and respectfully request that the Court approve it.

15 4. Attached hereto as **Exhibits 3 and 4** are redlined versions of the Revised  
16 Settlement Agreement and Revised Class Notice, respectively, that show the changes made by  
17 the Parties.

18 5. Based on information provided by Defendant, as of August 15, 2024, the Class  
19 Period consists of 53,079.57 workweeks, which is less than 53,846 workweeks, and thus, the  
20 escalator clause is not triggered.

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6. Plaintiff submitted a copy of the Revised Settlement Agreement to the LWDA, permitting the LWDA the option of objecting to the PAGA allocation. Attached hereto as **Exhibit 5** is a true and accurate copy of the confirmation my firm received when providing a copy of the Revised Settlement Agreement to the LWDA.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 17, 2024 in San Diego, California.

  
Francis A. DiGiacco

# Exhibit 1

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## 1. DEFINITIONS.

1.2. “Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.4. “Aggrieved Employee” means a person employed by Defendant in California and classified as FLSA-exempt who worked for Defendant during the PAGA Period.

1.6. “Class Counsel” means Andrew E. Hillier and Francis A. DiGiacco of Hillier DiGiacco LLP.

<i>Melissa Ruble v. Reborn Cabinets, Inc.</i>	Class Action and PAGA Settlement Agreement
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1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

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

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

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

1.12. “Class Period” means the period from August 27, 2017 to August 12, 2023.

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

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

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

1.16. “Defendant” means named Defendant Reborn Cabinets, Inc.

1.17. “Defense Counsel” means Katherine C. Den Bleyker of O’Hagan Meyer LLP.

1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for

1 filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the  
2 day after the appellate court affirms the Judgment and issues a remittitur.

3 1.19. “Final Approval” means the Court’s order granting final approval of the  
4 Settlement.

5 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final  
6 Approval of the Settlement.

7 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final  
8 Approval of the Settlement.

9 1.22. “Gross Settlement Amount” means the sum of \$337,500.00, to be paid by  
10 Defendant in full resolution of all Released Class Claims, Released PAGA Claims, and the  
11 Action, which is inclusive of the Individual Class Payments, the Individual PAGA Payments, the  
12 LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses  
13 Payment, the Class Representative Service Payment, and the Administrator’s Expenses.

14 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata  
15 share of the Net Settlement Amount calculated according to the number of workweeks worked  
16 during the Class Period.

17 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of  
18 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the  
19 PAGA Period.

20 1.25. “Judgment” means the judgment entered by the Court based upon the Final  
21 Approval.

22 1.26. “LWDA” means the California Labor and Workforce Development Agency, the  
23 agency entitled, under Labor Code section 2699, subd. (i).

24 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the  
25 LWDA under Labor Code section 2699, subd. (i).

26 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following  
27 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA  
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1 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel  
2 Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be  
3 paid to Participating Class Members as Individual Class Payments.

4 1.29. “Non-Participating Class Member” means any Class Member who opts out of the  
5 Settlement by sending the Administrator a valid and timely Request for Exclusion.

6 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee  
7 worked for Defendant for at least one day during the PAGA Period.

8 1.31. “PAGA Period” means the period from August 26, 2020 to the date of the court  
9 order granting preliminary approval of the Settlement.

10 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

11 1.33. “PAGA Notice” means Plaintiff’s August 26, 2021 letter to the LWDA, amended  
12 on March 30, 2022.

13 1.34. “PAGA Penalties” means the sum of \$30,000, which is the total amount of PAGA  
14 civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved  
15 Employees (\$7,500.00) and the 75% to LWDA (\$22,500.00) in settlement of PAGA claims.

16 1.35. “Participating Class Member” means a Class Member who does not submit a valid  
17 and timely Request for Exclusion from the Settlement.

18 1.36. “Plaintiff” means Melissa Ruble, the named plaintiff in the Action.

19 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval  
20 of the Settlement.

21 1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary  
22 Approval and Approval of PAGA Settlement.

23 1.39. “Released Class Claims” means the claims being released as described in  
24 Paragraph 6.2 below.

25 1.40. “Released PAGA Claims” means the claims being released as described in  
26 Paragraph 6.2 below.

27 1.41. “Released Parties” means: Defendant Reborn Cabinets, Inc. and each of its former,  
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1 present and future owners, parents, and subsidiaries, and all of their current, former and future  
2 spouse(s), children, officers, directors, members, managers, employees, consultants, partners,  
3 shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers,  
4 reinsurers, and legal representatives.

5 1.42. “Request for Exclusion” means a Class Member’s submission of a written request  
6 to be excluded from the Class Settlement signed by the Class Member.

7 1.43. “Response Deadline” means 60 days after the Administrator mails Notice to Class  
8 Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a)  
9 fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or  
10 her Objection to the Settlement. Class Members to whom Notice Packets are resent after having  
11 been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond  
12 the Response Deadline has expired.

13 1.44. “Settlement” means the disposition of the Action effected by this Agreement and  
14 the Judgment.

15 1.45. “Workweek” means any week during which a Class Member worked for  
16 Defendant for at least one day, during the Class Period.

17 **2. RECITALS.**

18 2.1. On August 27, 2021, Plaintiff commenced this Action by filing a Complaint  
19 alleging causes of action against Defendant for Violation of California Labor Code §§210 and  
20 221 (Unlawful Deductions), Violation of California Labor Code §§ 226(a), 1174(d) and 1198  
21 (Non-Compliant Wage Statements and Failure to Maintain Records), Violation of California  
22 Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination), Violation of California  
23 Labor Code § 2802 (Unreimbursed Business Expenses), and Violation of California Business &  
24 Professions Code §§ 17200, et seq. (Unlawful Business Practices). On November 10, 2021,  
25 Plaintiff filed a First Amended Complaint, which added an additional cause of action against  
26 Defendant for Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§  
27 2698, et seq. On December 7, 2022, Plaintiff filed a Second Amended Complaint on behalf of

1 herself and a putative class of FLSA-exempt employees, alleging causes of action against  
2 Defendant for Violation of California Labor Code §§210 and 221 (Unlawful Deductions),  
3 Violation of California Labor Code §§ 226(a), 1174(d) and 1198 (Non-Compliant Wage  
4 Statements and Failure to Maintain Records), Violation of California Labor Code §§ 201 and 202  
5 (Wages Not Timely Paid Upon Termination), Violation of California Labor Code § 2802  
6 (Unreimbursed Business Expenses), Civil Penalties for Violations of California Labor Code,  
7 Pursuant to PAGA, §§ 2698, et seq, and Violation of California Business & Professions Code §§  
8 17200, et seq. (Unlawful Business Practices). The Second Amended Complaint is the operative  
9 complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the  
10 Operative Complaint, denies any failure to comply with the laws identified in the Operative  
11 Complaint and denies any and all liability for the causes of action alleged.

12       2.2.     On June 12, 2023, the Parties participated in an all-day mediation presided over  
13 by Hon. Carl J. West (Ret.), which led to this Agreement to settle the Action.

14       2.3.     Prior to mediation, Plaintiff obtained, through informal discovery, the number of  
15 comparable employees, the number of workweeks, the number of pay periods, sample payroll  
16 records, financial records, and related information. Plaintiff’s investigation was sufficient to  
17 satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48  
18 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-  
19 130 (“*Dunk/Kullar*”).

20       2.4.     The Court has not granted class certification.

21       2.5.     The Parties, Class Counsel and Defense Counsel represent that they are not aware  
22 of any other pending matter or action asserting claims that will be extinguished or affected by the  
23 Settlement.

### 24 **3. MONETARY TERMS.**

25       3.1.     Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,  
26 Defendant promises to pay \$337,500.00 and no more as the Gross Settlement Amount. Defendant  
27 has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph  
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1 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount  
2 without asking or requiring Participating Class Members or Aggrieved Employees to submit any  
3 claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

4 3.2. Payments from the Gross Settlement Amount. The Administrator will make and  
5 deduct the following payments from the Gross Settlement Amount, in the amounts specified by  
6 the Court in the Final Approval:

7 3.2.1. To Plaintiff: Class Representative Service Payment to the Class  
8 Representative of not more than \$7,500.00 (in addition to any Individual Class Payment and any  
9 Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class  
10 Member). Defendant will not oppose Plaintiff's request for a Class Representative Service  
11 Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment  
12 and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class  
13 Representative Service Payments no later than 16 court days prior to the Final Approval Hearing.  
14 If the Court approves a Class Representative Service Payment less than the amount requested, the  
15 Administrator will retain the remainder in the Net Settlement Amount. The Administrator will  
16 pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full  
17 responsibility and liability for employee taxes owed on the Class Representative Service Payment.

18 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than  
19 33.33%, which is currently estimated to be \$112,500.00, and a Class Counsel Litigation Expenses  
20 Payment of not more than \$15,000.00. Defendant will not oppose requests for these payments  
21 provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion  
22 for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court  
23 days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment  
24 and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the  
25 Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall  
26 have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any  
27 portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The

1 Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment  
2 using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for  
3 taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses  
4 Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or  
5 controversy regarding any division or sharing of any of these Payments.

6 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed  
7 \$13,000 except for a showing of good cause and as approved by the Court. To the extent the  
8 Administration Expenses are less or the Court approves payment less than \$13,000, the  
9 Administrator will retain the remainder in the Net Settlement Amount.

10 3.2.4. To Each Participating Class Member: An Individual Class Payment  
11 calculated by (a) dividing the Net Settlement Amount by the total number of workweeks worked  
12 by all Participating Class Members during the Class Period and (b) multiplying the result by each  
13 Participating Class Member's workweeks.

14 3.2.4.1. Tax Allocation of Individual Class Payments. 100% of each  
15 Participating Class Member's Individual Class Payment will be allocated to settlement of claims  
16 for interest and penalties. The Individual Class Payments are not subject to wage withholdings  
17 and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility  
18 and liability for any employee taxes owed on their Individual Class Payment.

19 3.2.4.2. Effect of Non-Participating Class Members on Calculation  
20 of Individual Class Payments. Non-Participating Class Members will not receive any Individual  
21 Class Payments. The Administrator will retain amounts equal to their Individual Class Payments  
22 in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

23 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the  
24 amount of \$30,000.00 to be paid from the Gross Settlement Amount, with 75% (\$22,500.00)  
25 allocated to the LWDA PAGA Payment and 25% (\$7,500.00) allocated to the Individual PAGA  
26 Payments.

27 3.2.5.1. The Administrator will calculate each Individual PAGA  
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1 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties  
2 (\$7,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved  
3 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's  
4 PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any  
5 taxes owed on their Individual PAGA Payment.

6 3.2.5.2. If the Court approves PAGA Penalties of less than the  
7 amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.  
8 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

9 **4. SETTLEMENT FUNDING AND PAYMENTS.**

10 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of  
11 its records to date, Defendant estimates there are 949 Class Members who collectively worked a  
12 total of 53,846 workweeks.

13 4.2. Class Data. Not later than 21 days after the Court grants Preliminary Approval  
14 of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in  
15 the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the  
16 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes  
17 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator  
18 employees who need access to the Class Data to effect and perform under this Agreement.  
19 Defendant has a continuing duty to immediately notify Class Counsel if they discover that the  
20 Class Data omitted class member identifying information and to provide corrected or updated  
21 Class Data as soon as reasonably feasible. Without any extension of the deadline by which  
22 Defendant must send the Class Data to the Administrator, the Parties and their counsel will  
23 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related  
24 to missing or omitted Class Data.

25 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross  
26 Settlement Amount by transmitting the funds to the Administrator by no later than 21 days after  
27 the Effective Date.

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

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

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

1 4.4.3. For any Class Member whose Individual Class Payment check or  
2 Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator  
3 shall transmit the funds represented by such checks to the California Controller's Unclaimed  
4 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to  
5 the requirements of California Code of Civil Procedure Section 384, subd. (b).

6 4.4.4. The payment of Individual Class Payments and Individual PAGA  
7 Payments shall not obligate Defendant to confer any additional benefits or make any additional  
8 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in  
9 this Agreement.

10 **5. [OMITTED]**

11 **6. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire  
12 Gross Settlement Amount, Plaintiff, Class Members, and Class Counsel will release claims  
13 against all Released Parties as follows:

14 6.1 Plaintiff's Release. Plaintiff and her respective former and present spouses,  
15 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release  
16 and discharge Released Parties from any and all claims, transactions, or occurrences she has or  
17 may have against them at this time, including, but not limited to: (a) all claims that were, or  
18 reasonably could have been, alleged, based on the facts contained, in the Operative Complaint (b)  
19 all PAGA claims that were, or reasonably could have been, alleged based on facts contained in  
20 the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released  
21 under 6.2, below; and (c) and all claims known and unknown, without exception, except as may  
22 be prohibited by law. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims  
23 or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits,  
24 disability benefits, social security benefits, workers' compensation benefits that arose at any time,  
25 or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may  
26 discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or  
27 believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective

1 in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

2 6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For  
3 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,  
4 and benefits, if any, of section 1542 of the California Civil Code, which reads:

5  
6 **A general release does not extend to claims that the creditor or releasing**  
7 **party does not know or suspect to exist in his or her favor at the time of**  
8 **executing the release, and that if known by him or her would have materially**  
9 **affected his or her settlement with the debtor or Released Party.**

10  
11 6.2 Release by Participating Class Members Who Are Not Aggrieved Employees:  
12 All Participating Class Members, on behalf of themselves and their respective former and present  
13 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released  
14 Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the  
15 Class Period facts stated in the Operative Complaint and ascertained in the course of the Action  
16 including but not limited to: Violation of California Labor Code §§210 and 221 (Unlawful  
17 Deductions), Violation of California Labor Code §§ 226(a), 1174(d) and 1198 (Non-Compliant  
18 Wage Statements and Failure to Maintain Records), Violation of California Labor Code §§ 201  
19 and 202 (Wages Not Timely Paid Upon Termination), Violation of California Labor Code § 2802  
20 (Unreimbursed Business Expenses), and Violation of California Business & Professions Code §§  
21 17200, et seq. (Unlawful Business Practices), and all claims for unfair competition (Cal. Bus. &  
22 Prof. Code §§ 17200, et seq.). Except as set forth in Section 6.3 of this Agreement, Participating  
23 Class Members do not release any other claims, including claims for vested benefits, wrongful  
24 termination, violation of the Fair Employment and Housing Act, unemployment insurance,  
25 disability, social security, workers' compensation, or claims based on facts occurring outside the  
26 Class Period.

27 6.3 Release by Non-Participating Class Members Who Are Aggrieved Employees:



1 All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on  
2 behalf of themselves and their respective former and present representatives, agents, attorneys,  
3 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA  
4 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period  
5 facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the  
6 Action including but not limited to claims for civil penalties for violations of Labor Code 201,  
7 202, 210, 221, 226(a), 1174(d), 1198, 2802, and applicable Wage Orders of the Industrial Welfare  
8 Commission.

9 **7. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and  
10 file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with  
11 the Court’s current checklist for Preliminary Approvals.

12 7.1 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel  
13 all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice,  
14 and memorandum in support, of the Motion for Preliminary Approval that includes an analysis  
15 of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under  
16 Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval  
17 and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration  
18 from the Administrator attaching its “not to exceed” bid for administering the Settlement and  
19 attesting to its willingness to serve; competency; operative procedures for protecting the security  
20 of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other  
21 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;  
22 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense  
23 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve  
24 and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members,  
25 and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its  
26 competency to represent the Class Members; its timely transmission to the LWDA of all necessary  
27 PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative  
28

Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

## 8. SETTLEMENT ADMINISTRATION.

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

1 administering settlements.

2       8.2     Employer Identification Number. The Administrator shall have and use its own  
3 Employer Identification Number for purposes of calculating payroll tax withholdings and  
4 providing reports to state and federal tax authorities.

5       8.3     Qualified Settlement Fund. The Administrator shall establish a settlement fund  
6 that meets the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury  
7 Regulation section 468B-1.

8       8.4     Notice to Class Members.

9             8.4.1 No later than three (3) business days after receipt of the Class Data, the  
10 Administrator shall notify Class Counsel that the list has been received and state the number of  
11 Class Members, PAGA Members, Class workweeks, and PAGA Pay Periods in the Class Data.

12            8.4.2 Using best efforts to perform as soon as possible, and in no event later than  
13 14 days after receiving the Class Data, the Administrator will send to all Class Members identified  
14 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice  
15 with Spanish translation, substantially in the form attached to this Agreement as **Exhibit A**. The  
16 first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class  
17 Payment and/or Individual PAGA Payment payable to the Class Member, and the number of  
18 workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing  
19 Class Notices, the Administrator shall update Class Member addresses using the National Change  
20 of Address database. The notice may not be smaller than the font size in the proposed notice  
21 provided to the Court.

22            8.4.3 Not later than 3 business days after the Administrator’s receipt of any Class  
23 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice  
24 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding  
25 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class  
26 Notice to the most current address obtained. The Administrator has no obligation to make further  
27 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the

1 USPS a second time.

2           8.4.4 The deadlines for Class Members' written objections, Challenges to Class  
3 Pay Periods and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional  
4 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose  
5 notice is re-mailed. The Administrator will inform the Class Member of the extended deadline  
6 with the re-mailed Class Notice.

7           8.4.5 If the Administrator, Defendant or Class Counsel is contacted by or  
8 otherwise discovers any persons who believe they should have been included in the Class Data  
9 and should have received Class Notice, the Parties will expeditiously meet and confer in person  
10 or by telephone, and in good faith, in an effort to agree on whether to include them as Class  
11 Members. If the Parties agree, such persons will be Class Members entitled to the same rights as  
12 other Class Members, and the Administrator will send, via email or overnight delivery, a Class  
13 Notice requiring them to exercise options under this Agreement not later than 14 days after receipt  
14 of Class Notice, or the deadline dates in the Class Notice, which ever are later.

15           8.5 Requests for Exclusion (Opt-Outs).

16           8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class  
17 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for  
18 Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional  
19 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter  
20 from a Class Member or his/her representative that reasonably communicates the Class Member's  
21 election to be excluded from the Settlement and includes the Class Member's name, address and  
22 email address or telephone number. To be valid, a Request for Exclusion must be timely faxed,  
23 emailed, or postmarked by the Response Deadline.

24           8.5.2 The Administrator may not reject a Request for Exclusion as invalid  
25 because it fails to contain all the information specified in the Class Notice. The Administrator  
26 shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the  
27 identity of the person as a Class Member and the Class Member's desire to be excluded. The

1 Administrator's determination shall be final and not appealable or otherwise susceptible to  
2 challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion,  
3 the Administrator may demand additional proof of the Class Member's identity. The  
4 Administrator's determination of authenticity shall be final and not appealable or otherwise  
5 susceptible to challenge.

6 8.5.3 Every Class Member who does not submit a timely and valid Request for  
7 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all  
8 benefits and bound by all terms and conditions of the Settlement, including the Participating Class  
9 Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless whether the  
10 Participating Class Member actually receives the Class Notice or objects to the Settlement.

11 8.5.4 Every Class Member who submits a valid and timely Request for  
12 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment  
13 or have the right to object to the class action components of the Settlement. Because future PAGA  
14 claims are subject to claim preclusion upon entry of the Judgment, all Aggrieved Employees are  
15 bound to the PAGA Settlement regardless of whether or not they submit a valid and timely Request  
16 for Exclusion, and are deemed to release the claims identified in Paragraph 6.3 of this Agreement  
17 and are eligible for an Individual PAGA Payment.

18 8.6 Challenges to Calculation of Workweeks and/or Pay Periods. Each Class  
19 Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14  
20 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class  
21 workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice.  
22 The Class Member may challenge the allocation by communicating with the Administrator via  
23 fax, email or mail. The Administrator must encourage the challenging Class Member to submit  
24 supporting documentation. In the absence of any contrary documentation, the Administrator is  
25 entitled to presume that the Class workweeks and PAGA Pay Periods contained in the Class  
26 Notice are correct so long as they are consistent with the Class Data. The Administrator's  
27 determination of each Class Member's allocation of Class workweeks and/or PAGA Pay Periods

1 shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall  
2 promptly provide copies of all challenges to calculation of Class workweeks and/or PAGA Pay  
3 Periods to Defense Counsel and Class Counsel and the Administrator's determination the  
4 challenges.

5       8.7     Objections to Settlement.

6               8.7.1 Only Participating Class Members may object to the class action  
7 components of the Settlement and/or this Agreement, including contesting the fairness of the  
8 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel  
9 Litigation Expenses Payment and/or Class Representative Service Payment.

10              8.7.2 Participating Class Members may send written objections to the  
11 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear  
12 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval  
13 Hearing. A Participating Class Member who elects to send a written objection to the  
14 Administrator must do so not later than 60 days after the Administrator's mailing of the Class  
15 Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

16              8.7.3 Non-Participating Class Members have no right to object to any of the class  
17 action components of the Settlement.

18       8.8     Administrator Duties. The Administrator has a duty to perform or observe all  
19 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

20              8.8.1 Website, Email Address and Toll-Free Number. The Administrator will  
21 establish and maintain and use an internet website to post information of interest to Class  
22 Members including the date, time and location for the Final Approval Hearing and copies of the  
23 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class  
24 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class  
25 Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final  
26 Approval and the Judgment. The Administrator will also maintain and monitor an email address  
27 and a toll-free telephone number to receive Class Member calls, faxes and emails.

1                   8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator  
2 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not  
3 later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the  
4 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names  
5 and other identifying information of Class Members who have timely submitted valid Requests  
6 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class  
7 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for  
8 Exclusion from Settlement submitted (whether valid or invalid).

9                   8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide  
10 written reports to Class Counsel and Defense Counsel that, among other things, tally the number  
11 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for  
12 Exclusion (whether valid or invalid) received, objections received, challenges to Class Pay  
13 Periods and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual  
14 Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must  
15 include provide the Administrator’s assessment of the validity of Requests for Exclusion and  
16 attach copies of all Requests for Exclusion and objections received.

17                   8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the  
18 authority to address and make final decisions consistent with the terms of this Agreement on all  
19 Class Member challenges over the calculation of Class workweeks and/or PAGA Pay Periods.  
20 The Administrator’s decision shall be final and not appealable or otherwise susceptible to  
21 challenge.

22                   8.8.5 Administrator’s Declaration. Not later than 14 days before the date by  
23 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the  
24 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable  
25 for filing in Court attesting to its due diligence and compliance with all of its obligations under  
26 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices  
27 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the

1 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the  
2 number of written objections and attach the Exclusion List. The Administrator will supplement  
3 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible  
4 for filing the Administrator's declaration(s) in Court.

5           8.8.6 Final Report by Administrator. Within 10 days after the Administrator  
6 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel  
7 and Defense Counsel with a final report detailing its disbursements by employee identification  
8 number only of all payments made under this Agreement. At least 15 days before any deadline  
9 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense  
10 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all  
11 payments required under this Agreement. Class Counsel is responsible for filing the  
12 Administrator's declaration in Court.

13 **9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** This Settlement is based  
14 on Defendant's belief that there are approximately 53,846 workweeks at issue. If the number of  
15 workweeks is 10% higher or 59,321 workweeks worked, then Defendant shall, in its sole  
16 discretion, have the option to either: (1) de-escalate the Settlement so that the Class Period ends  
17 on the date that the workweek count totals 59,231; or (2) permit the Gross Settlement Amount to  
18 be increased proportionally by the workweeks worked in excess of 59,231 multiplied by the  
19 workweek value.

20 **10. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for  
21 Exclusion identified in the Exclusion List exceeds 10.00% of the total of all Class Members,  
22 Defendant may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree  
23 that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect  
24 whatsoever, and that neither Party will have any further obligation to perform under this  
25 Agreement; provided, however, Defendant will remain responsible for paying all Settlement  
26 Administration Expenses incurred to that point. Defendant must notify Class Counsel and the  
27 Court of its election to withdraw not later than 7 days after the Administrator sends the final



1 Exclusion List to Defense Counsel; late elections will have no effect.

2 **11. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared  
3 Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement  
4 that includes a request for approval of the PAGA settlement under Labor Code section 2699,  
5 subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for  
6 Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later  
7 than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel  
8 will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any  
9 disagreements concerning the Motion for Final Approval.

10 11.1 Response to Objections. Each Party retains the right to respond to any objection  
11 raised by a Participating Class Member, including the right to file responsive documents in Court  
12 no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted  
13 by the Court.

14 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final  
15 Approval on any material change to the Settlement (including, but not limited to, the scope of  
16 release to be granted by Class Members), the Parties will expeditiously work together in good  
17 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final  
18 Approval. The Court’s decision to award less than the amounts requested for the Class  
19 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation  
20 Expenses Payment and/or Administrator Expenses Payment shall not constitute a material  
21 modification to the Agreement within the meaning of this paragraph.

22 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of  
23 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for  
24 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement  
25 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

26 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms  
27 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and

1 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their  
2 respective counsel, and all Participating Class Members who did not object to the Settlement as  
3 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to  
4 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions  
5 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver  
6 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the  
7 Parties' obligations to perform under this Agreement will be suspended until such time as the  
8 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect  
9 the amount of the Net Settlement Amount.

10 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If  
11 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a  
12 material modification of this Agreement (including, but not limited to, the scope of release to be  
13 granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless  
14 expeditiously work together in good faith to address the appellate court's concerns and to obtain  
15 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration  
16 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify  
17 the Court's award of the Class Representative Service Payment or any payments to Class Counsel  
18 shall not constitute a material modification of the Judgment within the meaning of this paragraph,  
19 as long as the Gross Settlement Amount remains unchanged.

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

23 **13. ADDITIONAL PROVISIONS.**

24 13.1 No Admission of Liability, Class Certification or Representative Manageability  
25 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed  
26 claims. Nothing in this Agreement is intended or should be construed as an admission by  
27 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant

1 has any liability for any claims asserted; nor should it be intended or construed as an admission  
2 by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class  
3 certification and representative treatment is for purposes of this Settlement only. If, for any reason  
4 the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant  
5 reserves the right to contest certification of any class for any reasons, and Defendant reserves all  
6 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class  
7 certification on any grounds available and to contest Defendant's defenses. The Settlement, this  
8 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be  
9 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the  
10 Settlement and this Agreement).

11       13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel,  
12 Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval  
13 of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or  
14 cause or permit another person to disclose, disseminate or publicize, any of the terms of the  
15 Agreement directly or indirectly, specifically or generally, to any person, corporation, association,  
16 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,  
17 all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;  
18 (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a  
19 court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal  
20 government agency.

21               Each Party agrees to immediately notify each other Party of any judicial or agency  
22 order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and  
23 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other  
24 communication, before the filing of the Motion for Preliminary Approval, with any third party  
25 regarding this Agreement or the matters giving rise to this Agreement except to respond only that  
26 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's  
27  
28

1 communications with Class Members in accordance with Class Counsel's ethical obligations  
2 owed to Class Members.

3 13.3 No Solicitation. The Parties separately agree that they and their respective  
4 counsel and employees will not solicit any Class Member to opt out of or object to the Settlement,  
5 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class  
6 Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical  
7 obligations owed to Class Members.

8 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this  
9 Agreement together with its attached exhibits shall constitute the entire agreement between the  
10 Parties relating to the Settlement, superseding any and all oral representations, warranties,  
11 covenants, or inducements made to or by any Party.

12 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant  
13 and represent that they are authorized by Plaintiff and Defendant, respectively, to take all  
14 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement  
15 to effectuate its terms, and to execute any other documents reasonably required to effectuate the  
16 terms of this Agreement including any amendments to this Agreement.

17 13.6 Cooperation. The Parties and their counsel will cooperate with each other and  
18 use their best efforts, in good faith, to implement the Settlement by, among other things,  
19 modifying the Settlement Agreement, submitting supplemental evidence and supplementing  
20 points and authorities as requested by the Court. In the event the Parties are unable to agree upon  
21 the form or content of any document necessary to implement the Settlement, or on any  
22 modification of the Agreement that may become necessary to implement the Settlement, the  
23 Parties will seek the assistance of a mediator and/or the Court for resolution.

24 13.7 No Prior Assignments. The Parties separately represent and warrant that they  
25 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,  
26 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of  
27 action, or right released and discharged by the Party in this Settlement.

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

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

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

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

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

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

13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant

1 makes a written request to Class Counsel for the return, rather than the destructions, of Class  
2 Data.

3 13.15 Headings. The descriptive heading of any section or paragraph of this Agreement  
4 is inserted for convenience of reference only and does not constitute a part of this Agreement.

5 13.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement  
6 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a  
7 weekend or federal legal holiday, such date or deadline shall be on the first business day  
8 thereafter.

9 13.17 Notice. All notices, demands or other communications between the Parties in  
10 connection with this Agreement will be in writing and deemed to have been duly given as of the  
11 third business day after mailing by United States mail, or the day sent by email or messenger,  
12 addressed as follows:

13  
14 To Plaintiff:

15 Andrew E. Hillier  
16 Francis A. DiGiacco  
17 Hillier DiGiacco LLP  
18 600 W. Broadway, Suite 700  
19 San Diego, CA 92101  
20 (619) 330-5120  
21 andrew@hdlawllp.com  
22 frankie@hdlawllp.com

23 To Defendant:

24 Katherine Den Bleyker  
25 O’Hagan Meyer LLP  
26 550 S Hope St., 2400  
27 Los Angeles, CA 90071  
28 kdenbleyker@ohaganmeyer.com

13.18 Execution in Counterparts. This Agreement may be executed in one or more  
counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this

1 Agreement shall be accepted as an original. All executed counterparts and each of them will be  
2 deemed to be one and the same instrument if counsel for the Parties will exchange between  
3 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove  
4 the existence and contents of this Agreement.

5 13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement  
6 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further  
7 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the  
8 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement  
9 process.

10  
11 Dated: 09 / 16 / 2024

By:

  
\_\_\_\_\_  
MELISSA RUBLE

12  
13  
14 Dated:


By:

\_\_\_\_\_  
VINCE NARDO  
Chief Executive Officer for  
REBORN CABINETS, INC.

HILLIER DIGIACCO LLP

15  
16  
17  
18  
19 Dated: 09 / 16 / 2024

By:

  
\_\_\_\_\_  
ANDREW HILLIER and FRANCIS  
DIGIACCO, Attorneys for Plaintiff,  
MELISSA RUBLE, and all others  
similarly situated

O'HAGAN MEYER LLP

20  
21  
22  
23  
24  
25 Dated:

By:

\_\_\_\_\_  
KATHERINE DEN BLEYKER,  
Attorneys for Defendant, REBORN  
CABINETS, INC.

1 Agreement shall be accepted as an original. All executed counterparts and each of them will be  
2 deemed to be one and the same instrument if counsel for the Parties will exchange between  
3 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove  
4 the existence and contents of this Agreement.

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

11 Dated:

By:

MELISSA RUBLE

14 Dated:

By:

VINCE NARDO  
Chief Executive Officer for  
REBORN CABINETS, INC.

HILLIER DIGIACCO LLP

19 Dated:

By:

ANDREW HILLIER and FRANCIS  
DIGIACCO, Attorneys for Plaintiff,  
MELISSA RUBLE, and all others  
similarly situated

O'HAGAN MEYER LLP

25 Dated:

By:

KATHERINE DEN BLEYKER,  
Attorneys for Defendant, REBORN  
CABINETS, INC.



## Exhibit 2

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

3     (case name: *Melissa Ruble v. Reborn Cabinets, Inc.* et al. and number 21STCV31721)

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

6     **You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Reborn Cabinets, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by one of Defendant’s employees Melissa Ruble (“Plaintiff”) and seeks payment of interest and penalties for a class of FLSA-exempt employees (“Class Members”) who worked for Defendant in California during the Class Period (August 27, 2017 to August 12, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all FLSA-exempt employees who worked for Defendant in California during the PAGA Period (August 26, 2020 to the date of the court order granting preliminary approval of the Settlement) (“Aggrieved Employees”).

11     The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

14     Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$\_\_\_ and your Individual PAGA Payment is estimated to be \$\_\_\_**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

18     The above estimates are based on Defendant’s records showing that **you worked \_\_\_ Class Workweeks** during the Class Period and **you worked \_\_\_ PAGA Pay Periods** during the PAGA Period. If you believe that you worked more Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

#### **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>You Don't Have to Do Anything to Participate in the Settlement</b>	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
<b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b>  <b>The Opt-out Deadline is</b> ____	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
<b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b>  <b>Written Objections Must be Submitted by</b> ____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

<p><b>You Can Participate in the ____ Final Approval Hearing</b></p>	<p>The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p><b>You Can Challenge the Calculation of Your Pay Period / Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by</b> _____</p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Pay Periods you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Pay Periods and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.</p>

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

Plaintiff is a former employee of Defendant. The Action accuses Defendant of unlawful deductions, non-compliant wage statements and failure to maintain records, unreimbursed business expenses unreimbursed business expenses, and related violations of the Labor Code. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 26S98, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Andrew Hillier and Francis DiGiacco of Hillier DiGiacco LLP (“Class Counsel.”)

Defendant strongly denies violating any laws or failing to pay any wages, contend they complied with all applicable laws, and have entered into the Settlement solely for purposes of resolving this dispute.

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator who is a retired judge in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering

1 the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement  
2 is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily  
3 approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and  
4 scheduled a hearing to determine Final Approval.

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

5 1. Defendant will Pay \$337,500.00 as the Gross Settlement Amount (Gross  
6 Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by  
7 the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the  
8 Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment,  
9 Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be  
10 paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the  
11 Court grants Final Approval, Defendant will fund the Gross Settlement Amount by transmitting  
12 the funds to the Administrator by no later than 21 days after the Judgment entered by the Court  
13 becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date  
14 if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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

14 A. Up to \$112,500.00 (33.33% of the Gross Settlement) to Class Counsel for  
15 attorneys' fees and up to \$15,000 for their litigation expenses. To date, Class Counsel have  
16 worked and incurred expenses on the Action without payment.

16 B. Up to \$7,500.00 as a Class Representative Award for filing the Action,  
17 working with Class Counsel and representing the Class. A Class Representative Award will be  
18 the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any  
19 Individual PAGA Payment.

19 C. Up to \$13,000 to the Administrator for services administering the  
20 Settlement.

21 D. Up to \$30,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA  
22 Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their  
23 PAGA Period Pay Periods.

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

25 3. Net Settlement Distributed to Class Members. After making the above deductions  
26 in amounts approved by the Court, the Administrator will distribute the rest of the Gross  
27 Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class  
28 Members based on their Class Period workweeks.

1  
2 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking  
3 the Court to approve an allocation of 100% of each Individual Class Payment to interest and  
4 penalties. The Individual PAGA Payments are counted as penalties rather than wages for tax  
purposes. The Administrator will report the Individual PAGA Payments and the Individual Class  
Payments on IRS 1099 Forms.

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

8 5. Need to Promptly Cash Payment Checks. The front of every check issued for  
9 Individual Class Payments and Individual PAGA Payments will show the date when the check  
10 expires (the void date). If you don't cash it by the void date, your check will be automatically  
11 cancelled, and the monies will be deposited with the California Controller's Unclaimed Property  
Fund in your name.

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

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

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

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

26 8. Administrator. The Court has appointed a neutral company, Apex Class Action  
27 LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class  
Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges

1 over Work Weeks, mail and re-mail settlement checks and tax forms, and perform other tasks  
2 necessary to administer the Settlement. The Administrator's contact information is contained in  
3 Section 9 of this Notice.

4 9. Participating Class Members' Release. After the Judgment is final and Defendant  
5 has fully funded the Gross Settlement, Participating Class Members will be legally barred from  
6 asserting any of the claims released under the Settlement. This means that unless you opted out  
7 by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be  
8 part of any other lawsuit against Defendant or related entities for interest and penalties based on  
9 the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action  
10 and resolved by this Settlement.

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

12 All Participating Class Members, on behalf of themselves and their respective former and  
13 present representatives, agents, attorneys, heirs, administrators, successors, and assigns,  
14 release Released Parties from (i) all claims that were alleged, or reasonably could have  
15 been alleged, based on the Class Period facts stated in the Operative Complaint and  
16 ascertained in the course of the Action including but not limited to: Violation of California  
17 Labor Code §§210 and 221 (Unlawful Deductions), Violation of California Labor Code  
18 §§ 226(a), 1174(d) and 1198 (Non-Compliant Wage Statements and Failure to Maintain  
19 Records), Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid  
20 Upon Termination), Violation of California Labor Code § 2802 (Unreimbursed Business  
21 Expenses), and Violation of California Business & Professions Code §§ 17200, et seq.  
22 (Unlawful Business Practices), and all claims for unfair competition (Cal. Bus. & Prof.  
23 Code §§ 17200, et seq.). Except as set forth in Section 6.3 of this Agreement, Participating  
24 Class Members do not release any other claims, including claims for vested benefits,  
25 wrongful termination, violation of the Fair Employment and Housing Act, unemployment  
26 insurance, disability, social security, workers' compensation, or claims based on facts  
27 occurring outside the Class Period.

28 10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, all  
Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or  
not they exclude themselves from the Settlement. This means that all Aggrieved Employees,  
including those who are Participating Class Members and those who opt-out of the Class  
Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant  
or its related entities based on the PAGA Period facts alleged in the Action and resolved by this  
Settlement.

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

All Participating and Non-Participating Class Members who are Aggrieved Employees  
are deemed to release, on behalf of themselves and their respective former and present  
representatives, agents, attorneys, heirs, administrators, successors, and assigns, the  
Released Parties from all claims for PAGA penalties that were alleged, or reasonably

1 could have been alleged, based on the PAGA Period facts stated in the Operative  
2 Complaint and the PAGA Notice and ascertained in the course of the Action including but  
3 not limited to claims for civil penalties for violations of Labor Code 201, 202, 210, 221,  
226(a), 1174(d), 1198, 2802, and applicable Wage Orders of the Industrial Welfare  
Commission.

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

5  
6 1. Individual Class Payments. The Administrator will calculate Individual Class  
7 Payments by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked  
by all Participating Class Members, and (b) multiplying the result by the number of Pay Periods  
worked by each individual Participating Class Member.

8  
9 2. Individual PAGA Payments. The Administrator will calculate Individual PAGA  
10 Payments by (a) dividing \$7,500.00 by the total number of PAGA Pay Periods worked by all  
Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods  
worked by each individual Aggrieved Employee.

11  
12 3. Workweek Challenges. The number of Class Pay Periods you worked during the  
13 Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as  
14 recorded in Defendant's records, are stated in the first page of this Notice. You have until \_\_\_\_ to  
challenge the number of Class Pay Periods and/or PAGA Pay Periods credited to you. You can  
submit your challenge by signing and sending a letter to the Administrator via mail, email or fax.  
Section 9 of this Notice has the Administrator's contact information.

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

20 **5. HOW WILL I GET PAID?**

21  
22 1. Participating Class Members. The Administrator will send, by U.S. mail, a single  
23 check to every Participating Class Member (i.e., every Class Member who doesn't opt-out)  
including those who also qualify as Aggrieved Employees. The single check will combine the  
Individual Class Payment and the Individual PAGA Payment.

24  
25 2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a  
26 single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class  
Settlement (i.e., every Non-Participating Class Member).



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

4       **6.       HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

5       Submit a written and signed letter with your name, present address, telephone number,  
6 and a simple statement that you do not want to participate in the Settlement. The Administrator  
7 will exclude you based on any writing communicating your request be excluded. Be sure to  
8 personally sign your request, identify the Action as *Melissa Ruble vs. Reborn Cabinets, Inc.*, Case  
9 No. 21STCV31721, and include your identifying information (full name, address, telephone  
number, approximate dates of employment, and social security number for verification purposes).  
You must make the request yourself. If someone else makes the request for you, it will not be  
valid. **The Administrator must be sent your request to be excluded by \_\_\_, or it will be**  
**invalid.** Section 9 of the Notice has the Administrator's contact information.

10       **7.       HOW DO I OBJECT TO THE SETTLEMENT?**

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

18       A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for  
19 Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to  
20 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class  
21 Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the**  
**Administrator is \_\_\_.** Be sure to tell the Administrator what you object to, why you object, and  
22 any facts that support your objection. Make sure you identify the Action, *Melissa Ruble vs.*  
*Reborn Cabinets, Inc.*, Case No. 21STCV31721, and include your name, current address,  
telephone number, and approximate dates of employment for Defendant and sign the objection.  
Section 9 of this Notice has the Administrator's contact information.

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

1       **8.           CAN I ATTEND THE FINAL APPROVAL HEARING?**

2       You can, but don't have to, attend the Final Approval Hearing on \_\_\_\_ at (time) in Department 14  
3       of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 N Spring St,  
4       Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval  
5       of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff,  
6       and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense  
7       Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally  
8       or virtually via \_\_\_\_ ([https://www. \\_\\_\\_\\_](https://www. ____)). Check the Court's website for the most current  
9       information.

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

13       **9.           HOW CAN I GET MORE INFORMATION?**

14       The Agreement sets forth everything Defendant and Plaintiff have promised to do under the  
15       proposed Settlement. The easiest way to read the Agreement, the Judgment or any other  
16       Settlement documents is to go to (specify entity)'s website at (url). You can also telephone or send  
17       an email to Class Counsel or the Administrator using the contact information listed below, or  
18       consult the Superior Court website by going to ([http://www. \\_\\_\\_\\_](http://www. ____).aspx) and entering the Case  
19       Number for the Action, Case No. 21STCV31721. You can also make an appointment to  
20       personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling  
21       \_\_\_\_.

22       **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION  
23       ABOUT THE SETTLEMENT.**

24       Class Counsel:

25       Name of Attorney:           Andrew Hillier  
26                                       Francis DiGiacco  
27       Email Address:           andrew@hdlawllp.com  
28                                       frankie@hdlawllp.com  
29       Name of Firm:           Hillier DiGiacco LLP  
30       Mailing Address:       600 W. Broadway, Suite 700  
31                                       San Diego, CA 92101  
32       Telephone:           (619) 330-5120

33       Administrator:

34       Name of Company:       Apex Class Action LLC  
35       Email Address:       info@apexclassaction.com  
36       Mailing Address:       18 Technology Drive, Suite 164, Irvine, CA, 92618  
37       Telephone:           1 (800) 355-0700

Fax Number: (949) 878-3536

**10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund at [https://www.sco.ca.gov/search\\_upd.html](https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds.

**11. WHAT IF I CHANGE MY ADDRESS?**

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

## Exhibit 3

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## 1. DEFINITIONS.

1.2. “Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.4. “Aggrieved Employee” means a person employed by Defendant in California and classified as FLSA-exempt who worked for Defendant during the PAGA Period.

1.6. “Class Counsel” means Andrew E. Hillier and Francis A. DiGiacco of Hillier DiGiacco LLP.

		1
<i>Melissa Ruble v. Reborn Cabinets, Inc.</i>	Class Action and PAGA Settlement Agreement	

1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

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

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

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

1.12. “Class Period” means the period from August 27, 2017 to August 12, 2023.

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

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

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

1.16. “Defendant” means named Defendant Reborn Cabinets, Inc.

1.17. “Defense Counsel” means Katherine C. Den Bleyker of O’Hagan Meyer LLP.

1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for

1 filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the  
2 day after the appellate court affirms the Judgment and issues a remittitur.

3 1.19. “Final Approval” means the Court’s order granting final approval of the  
4 Settlement.

5 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final  
6 Approval of the Settlement.

7 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final  
8 Approval of the Settlement.

9 1.22. “Gross Settlement Amount” means the sum of \$337,500.00, to be paid by  
10 Defendant in full resolution of all Released Class Claims, Released PAGA Claims, and the  
11 Action, which is inclusive of the Individual Class Payments, the Individual PAGA Payments, the  
12 LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses  
13 Payment, the Class Representative Service Payment, and the Administrator’s Expenses.

14 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata  
15 share of the Net Settlement Amount calculated according to the number of workweeks worked  
16 during the Class Period.

17 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of  
18 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the  
19 PAGA Period.

20 1.25. “Judgment” means the judgment entered by the Court based upon the Final  
21 Approval.

22 1.26. “LWDA” means the California Labor and Workforce Development Agency, the  
23 agency entitled, under Labor Code section 2699, subd. (i).

24 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the  
25 LWDA under Labor Code section 2699, subd. (i).

26 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following  
27 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA  
28

1 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel  
2 Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be  
3 paid to Participating Class Members as Individual Class Payments.

4 1.29. “Non-Participating Class Member” means any Class Member who opts out of the  
5 Settlement by sending the Administrator a valid and timely Request for Exclusion.

6 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee  
7 worked for Defendant for at least one day during the PAGA Period.

8 1.31. “PAGA Period” means the period from August 26, 2020 to the date of the court  
9 order granting preliminary approval of the Settlement.

10 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

11 1.33. “PAGA Notice” means Plaintiff’s August 26, 2021 letter to the LWDA, amended  
12 on March 30, 2022.

13 1.34. “PAGA Penalties” means the sum of \$30,000, which is the total amount of PAGA  
14 civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved  
15 Employees (\$7,500.00) and the 75% to LWDA (\$22,500.00) in settlement of PAGA claims.

16 1.35. “Participating Class Member” means a Class Member who does not submit a valid  
17 and timely Request for Exclusion from the Settlement.

18 1.36. “Plaintiff” means Melissa Ruble, the named plaintiff in the Action.

19 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval  
20 of the Settlement.

21 1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary  
22 Approval and Approval of PAGA Settlement.

23 1.39. “Released Class Claims” means the claims being released as described in  
24 Paragraph 6.2 below.

25 1.40. “Released PAGA Claims” means the claims being released as described in  
26 Paragraph 6.2 below.

27 1.41. “Released Parties” means: Defendant Reborn Cabinets, Inc. and each of its former,  
28



1 present and future owners, parents, and subsidiaries, and all of their current, former and future  
2 spouse(s), children, officers, directors, members, managers, employees, consultants, partners,  
3 shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers,  
4 reinsurers, and legal representatives.

5 1.42. "Request for Exclusion" means a Class Member's submission of a written request  
6 to be excluded from the Class Settlement signed by the Class Member.

7 1.43. "Response Deadline" means 60 days after the Administrator mails Notice to Class  
8 Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a)  
9 fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or  
10 her Objection to the Settlement. Class Members to whom Notice Packets are resent after having  
11 been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond  
12 the Response Deadline has expired.

13 1.44. "Settlement" means the disposition of the Action effected by this Agreement and  
14 the Judgment.

15 1.45. "Workweek" means any week during which a Class Member worked for  
16 Defendant for at least one day, during the Class Period.

17 **2. RECITALS.**

18 2.1. On August 27, 2021, Plaintiff commenced this Action by filing a Complaint  
19 alleging causes of action against Defendant for Violation of California Labor Code §§210 and  
20 221 (Unlawful Deductions), Violation of California Labor Code §§ 226(a), 1174(d) and 1198  
21 (Non-Compliant Wage Statements and Failure to Maintain Records), Violation of California  
22 Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination), Violation of California  
23 Labor Code § 2802 (Unreimbursed Business Expenses), and Violation of California Business &  
24 Professions Code §§ 17200, et seq. (Unlawful Business Practices). On November 10, 2021,  
25 Plaintiff filed a First Amended Complaint, which added an additional cause of action against  
26 Defendant for Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§  
27 2698, et seq. On December 7, 2022, Plaintiff filed a Second Amended Complaint on behalf of

1 herself and a putative class of FLSA-exempt employees, alleging causes of action against  
2 Defendant for Violation of California Labor Code §§210 and 221 (Unlawful Deductions),  
3 Violation of California Labor Code §§ 226(a), 1174(d) and 1198 (Non-Compliant Wage  
4 Statements and Failure to Maintain Records), Violation of California Labor Code §§ 201 and 202  
5 (Wages Not Timely Paid Upon Termination), Violation of California Labor Code § 2802  
6 (Unreimbursed Business Expenses), Civil Penalties for Violations of California Labor Code,  
7 Pursuant to PAGA, §§ 2698, et seq, and Violation of California Business & Professions Code §§  
8 17200, et seq. (Unlawful Business Practices). The Second Amended Complaint is the operative  
9 complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the  
10 Operative Complaint, denies any failure to comply with the laws identified in the Operative  
11 Complaint and denies any and all liability for the causes of action alleged.

12         2.2.       On June 12, 2023, the Parties participated in an all-day mediation presided over  
13 by Hon. Carl J. West (Ret.), which led to this Agreement to settle the Action.

14         2.3.       Prior to mediation, Plaintiff obtained, through informal discovery, the number of  
15 comparable employees, the number of workweeks, the number of pay periods, sample payroll  
16 records, financial records, and related information. Plaintiff’s investigation was sufficient to  
17 satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48  
18 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-  
19 130 (“*Dunk/Kullar*”).

20         2.4.       The Court has not granted class certification.

21         2.5.       The Parties, Class Counsel and Defense Counsel represent that they are not aware  
22 of any other pending matter or action asserting claims that will be extinguished or affected by the  
23 Settlement.

### 24 **3. MONETARY TERMS.**

25         3.1.       Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,  
26 Defendant promises to pay \$337,500.00 and no more as the Gross Settlement Amount. Defendant  
27 has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph  
28

1 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount  
2 without asking or requiring Participating Class Members or Aggrieved Employees to submit any  
3 claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

4 3.2. Payments from the Gross Settlement Amount. The Administrator will make and  
5 deduct the following payments from the Gross Settlement Amount, in the amounts specified by  
6 the Court in the Final Approval:

7 3.2.1. To Plaintiff: Class Representative Service Payment to the Class  
8 Representative of not more than \$7,500.00 (in addition to any Individual Class Payment and any  
9 Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class  
10 Member). Defendant will not oppose Plaintiff's request for a Class Representative Service  
11 Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment  
12 and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class  
13 Representative Service Payments no later than 16 court days prior to the Final Approval Hearing.  
14 If the Court approves a Class Representative Service Payment less than the amount requested, the  
15 Administrator will retain the remainder in the Net Settlement Amount. The Administrator will  
16 pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full  
17 responsibility and liability for employee taxes owed on the Class Representative Service Payment.

18 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than  
19 33.33%, which is currently estimated to be \$112,500.00, and a Class Counsel Litigation Expenses  
20 Payment of not more than \$15,000.00. Defendant will not oppose requests for these payments  
21 provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion  
22 for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court  
23 days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment  
24 and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the  
25 Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall  
26 have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any  
27 portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The

1 Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment  
2 using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for  
3 taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses  
4 Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or  
5 controversy regarding any division or sharing of any of these Payments.

6 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed  
7 \$13,000 except for a showing of good cause and as approved by the Court. To the extent the  
8 Administration Expenses are less or the Court approves payment less than \$13,000, the  
9 Administrator will retain the remainder in the Net Settlement Amount.

10 3.2.4. To Each Participating Class Member: An Individual Class Payment  
11 calculated by (a) dividing the Net Settlement Amount by the total number of workweeks worked  
12 by all Participating Class Members during the Class Period and (b) multiplying the result by each  
13 Participating Class Member's workweeks.

14 3.2.4.1. Tax Allocation of Individual Class Payments. 100% of each  
15 Participating Class Member's Individual Class Payment will be allocated to settlement of claims  
16 for interest and penalties. The Individual Class Payments are not subject to wage withholdings  
17 and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility  
18 and liability for any employee taxes owed on their Individual Class Payment.

19 3.2.4.2. Effect of Non-Participating Class Members on Calculation  
20 of Individual Class Payments. Non-Participating Class Members will not receive any Individual  
21 Class Payments. The Administrator will retain amounts equal to their Individual Class Payments  
22 in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

23 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the  
24 amount of \$30,000.00 to be paid from the Gross Settlement Amount, with 75% (\$22,500.00)  
25 allocated to the LWDA PAGA Payment and 25% (\$7,500.00) allocated to the Individual PAGA  
26 Payments.

27 3.2.5.1. The Administrator will calculate each Individual PAGA  
28

1 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties  
2 (\$7,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved  
3 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's  
4 PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any  
5 taxes owed on their Individual PAGA Payment.

6 3.2.5.2. If the Court approves PAGA Penalties of less than the  
7 amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.  
8 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

9 **4. SETTLEMENT FUNDING AND PAYMENTS.**

10 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of  
11 its records to date, Defendant estimates there are 949 Class Members who collectively worked a  
12 total of 53,846 workweeks.

13 4.2. Class Data. Not later than 21 days after the Court grants Preliminary Approval  
14 of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in  
15 the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the  
16 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes  
17 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator  
18 employees who need access to the Class Data to effect and perform under this Agreement.  
19 Defendant has a continuing duty to immediately notify Class Counsel if they discover that the  
20 Class Data omitted class member identifying information and to provide corrected or updated  
21 Class Data as soon as reasonably feasible. Without any extension of the deadline by which  
22 Defendant must send the Class Data to the Administrator, the Parties and their counsel will  
23 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related  
24 to missing or omitted Class Data.

25 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross  
26 Settlement Amount by transmitting the funds to the Administrator by no later than 21 days after  
27 the Effective Date.

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

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

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

1                   4.4.3. For any Class Member whose Individual Class Payment check or  
2 Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator  
3 shall transmit the funds represented by such checks to the California Controller's Unclaimed  
4 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to  
5 the requirements of California Code of Civil Procedure Section 384, subd. (b).

6                   4.4.4. The payment of Individual Class Payments and Individual PAGA  
7 Payments shall not obligate Defendant to confer any additional benefits or make any additional  
8 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in  
9 this Agreement.

10 **5. [OMITTED]**

11 **6. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire  
12 Gross Settlement Amount, Plaintiff, Class Members, and Class Counsel will release claims  
13 against all Released Parties as follows:

14               6.1 Plaintiff's Release. Plaintiff and her respective former and present spouses,  
15 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release  
16 and discharge Released Parties from any and all claims, transactions, or occurrences she has or  
17 may have against them at this time, including, but not limited to: (a) all claims that were, or  
18 reasonably could have been, alleged, based on the facts contained, in the Operative Complaint (b)  
19 all PAGA claims that were, or reasonably could have been, alleged based on facts contained in  
20 the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released  
21 under 6.2, below; and (c) and all claims known and unknown, without exception, except as may  
22 be prohibited by law. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims  
23 or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits,  
24 disability benefits, social security benefits, workers' compensation benefits that arose at any time,  
25 or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may  
26 discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or  
27 believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective

1 in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

2 6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For  
3 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,  
4 and benefits, if any, of section 1542 of the California Civil Code, which reads:

5  
6 **A general release does not extend to claims that the creditor or releasing**  
7 **party does not know or suspect to exist in his or her favor at the time of**  
8 **executing the release, and that if known by him or her would have materially**  
9 **affected his or her settlement with the debtor or Released Party.**

10  
11 6.2 Release by Participating Class Members [Who Are Not Aggrieved Employees:](#)

12 All Participating Class Members, on behalf of themselves and their respective former and present  
13 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released  
14 Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the  
15 Class Period facts stated in the Operative Complaint and ascertained in the course of the Action  
16 including but not limited to: Violation of California Labor Code §§210 and 221 (Unlawful  
17 Deductions), Violation of California Labor Code §§ 226(a), 1174(d) and 1198 (Non-Compliant  
18 Wage Statements and Failure to Maintain Records), Violation of California Labor Code §§ 201  
19 and 202 (Wages Not Timely Paid Upon Termination), Violation of California Labor Code § 2802  
20 (Unreimbursed Business Expenses), ~~Civil Penalties for Violations of California Labor Code,~~  
21 ~~Pursuant to PAGA, §§ 2698, et seq.~~ and Violation of California Business & Professions Code §§  
22 17200, et seq. (Unlawful Business Practices), and all claims for unfair competition (Cal. Bus. &  
23 Prof. Code §§ 17200, et seq.). Except as set forth in Section 6.3 of this Agreement, Participating  
24 Class Members do not release any other claims, including claims for vested benefits, wrongful  
25 termination, violation of the Fair Employment and Housing Act, unemployment insurance,  
26 disability, social security, workers' compensation, or claims based on facts occurring outside the  
27 Class Period.



1           6.3       Release by Non-Participating Class Members Who Are Aggrieved Employees:  
2 All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on  
3 behalf of themselves and their respective former and present representatives, agents, attorneys,  
4 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA  
5 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period  
6 facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the  
7 Action including but not limited to claims for civil penalties for violations of Labor Code 201,  
8 202, 210, 221, 226(a), 1174(d), 1198, 2802, and applicable Wage Orders of the Industrial Welfare  
9 Commission.

10 **7. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and  
11 file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with  
12 the Court’s current checklist for Preliminary Approvals.

13           7.1       Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel  
14 all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice,  
15 and memorandum in support, of the Motion for Preliminary Approval that includes an analysis  
16 of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under  
17 Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval  
18 and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration  
19 from the Administrator attaching its “not to exceed” bid for administering the Settlement and  
20 attesting to its willingness to serve; competency; operative procedures for protecting the security  
21 of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other  
22 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;  
23 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense  
24 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve  
25 and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members,  
26 and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its  
27 competency to represent the Class Members; its timely transmission to the LWDA of all necessary

1 PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative  
2 Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699,  
3 subd. (1)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to  
4 the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or  
5 potential conflict of interest with Class Members, and/or the Administrator. In their Declarations,  
6 Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending  
7 matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

8       7.2     Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly  
9 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later  
10 than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the  
11 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion  
12 for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary  
13 Approval to the Administrator.

14       7.3     Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion  
15 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and  
16 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person  
17 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant  
18 Preliminary Approval or conditions Preliminary Approval on any material change to this  
19 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of  
20 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and  
21 otherwise satisfy the Court's concerns.

## 22     **8.     SETTLEMENT ADMINISTRATION.**

23       8.1     Selection of Administrator. The Parties have jointly selected Apex Class Action  
24 LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class  
25 Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties  
26 specified in this Agreement in exchange for payment of Administration Expenses. The Parties  
27 and their Counsel represent that they have no interest or relationship, financial or otherwise, with

1 the Administrator other than a professional relationship arising out of prior experiences  
2 administering settlements.

3 8.2 Employer Identification Number. The Administrator shall have and use its own  
4 Employer Identification Number for purposes of calculating payroll tax withholdings and  
5 providing reports to state and federal tax authorities.

6 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund  
7 that meets the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury  
8 Regulation section 468B-1.

9 8.4 Notice to Class Members.

10 8.4.1 No later than three (3) business days after receipt of the Class Data, the  
11 Administrator shall notify Class Counsel that the list has been received and state the number of  
12 Class Members, PAGA Members, Class workweeks, and PAGA Pay Periods in the Class Data.

13 8.4.2 Using best efforts to perform as soon as possible, and in no event later than  
14 14 days after receiving the Class Data, the Administrator will send to all Class Members identified  
15 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice  
16 with Spanish translation, substantially in the form attached to this Agreement as **Exhibit A**. The  
17 first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class  
18 Payment and/or Individual PAGA Payment payable to the Class Member, and the number of  
19 workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing  
20 Class Notices, the Administrator shall update Class Member addresses using the National Change  
21 of Address database. The notice may not be smaller than the font size in the proposed notice  
22 provided to the Court.

23 8.4.3 Not later than 3 business days after the Administrator’s receipt of any Class  
24 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice  
25 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding  
26 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class  
27 Notice to the most current address obtained. The Administrator has no obligation to make further

1 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the  
2 USPS a second time.

3 8.4.4 The deadlines for Class Members' written objections, Challenges to Class  
4 Pay Periods and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional  
5 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose  
6 notice is re-mailed. The Administrator will inform the Class Member of the extended deadline  
7 with the re-mailed Class Notice.

8 8.4.5 If the Administrator, Defendant or Class Counsel is contacted by or  
9 otherwise discovers any persons who believe they should have been included in the Class Data  
10 and should have received Class Notice, the Parties will expeditiously meet and confer in person  
11 or by telephone, and in good faith, in an effort to agree on whether to include them as Class  
12 Members. If the Parties agree, such persons will be Class Members entitled to the same rights as  
13 other Class Members, and the Administrator will send, via email or overnight delivery, a Class  
14 Notice requiring them to exercise options under this Agreement not later than 14 days after receipt  
15 of Class Notice, or the deadline dates in the Class Notice, which ever are later.

16 8.5 Requests for Exclusion (Opt-Outs).

17 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class  
18 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for  
19 Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional  
20 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter  
21 from a Class Member or his/her representative that reasonably communicates the Class Member's  
22 election to be excluded from the Settlement and includes the Class Member's name, address and  
23 email address or telephone number. To be valid, a Request for Exclusion must be timely faxed,  
24 emailed, or postmarked by the Response Deadline.

25 8.5.2 The Administrator may not reject a Request for Exclusion as invalid  
26 because it fails to contain all the information specified in the Class Notice. The Administrator  
27 shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the

1 identity of the person as a Class Member and the Class Member's desire to be excluded. The  
2 Administrator's determination shall be final and not appealable or otherwise susceptible to  
3 challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion,  
4 the Administrator may demand additional proof of the Class Member's identity. The  
5 Administrator's determination of authenticity shall be final and not appealable or otherwise  
6 susceptible to challenge.

7           8.5.3 Every Class Member who does not submit a timely and valid Request for  
8 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all  
9 benefits and bound by all terms and conditions of the Settlement, including the Participating Class  
10 Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless whether the  
11 Participating Class Member actually receives the Class Notice or objects to the Settlement.

12           8.5.4 Every Class Member who submits a valid and timely Request for  
13 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment  
14 or have the right to object to the class action components of the Settlement. Because future PAGA  
15 claims are subject to claim preclusion upon entry of the Judgment, all Aggrieved Employees are  
16 bound to the PAGA Settlement regardless of whether or not they submit a valid and timely Request  
17 for Exclusion, and are deemed to release the claims identified in Paragraph 6.3 of this Agreement  
18 and are eligible for an Individual PAGA Payment.

19           8.6     Challenges to Calculation of Workweeks and/or Pay Periods. Each Class  
20 Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14  
21 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class  
22 workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice.  
23 The Class Member may challenge the allocation by communicating with the Administrator via  
24 fax, email or mail. The Administrator must encourage the challenging Class Member to submit  
25 supporting documentation. In the absence of any contrary documentation, the Administrator is  
26 entitled to presume that the Class workweeks and PAGA Pay Periods contained in the Class  
27 Notice are correct so long as they are consistent with the Class Data. The Administrator's

1 determination of each Class Member's allocation of Class workweeks and/or PAGA Pay Periods  
2 shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall  
3 promptly provide copies of all challenges to calculation of Class workweeks and/or PAGA Pay  
4 Periods to Defense Counsel and Class Counsel and the Administrator's determination the  
5 challenges.

6 8.7 Objections to Settlement.

7 8.7.1 Only Participating Class Members may object to the class action  
8 components of the Settlement and/or this Agreement, including contesting the fairness of the  
9 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel  
10 Litigation Expenses Payment and/or Class Representative Service Payment.

11 8.7.2 Participating Class Members may send written objections to the  
12 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear  
13 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval  
14 Hearing. A Participating Class Member who elects to send a written objection to the  
15 Administrator must do so not later than 60 days after the Administrator's mailing of the Class  
16 Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

17 8.7.3 Non-Participating Class Members have no right to object to any of the class  
18 action components of the Settlement.

19 8.8 Administrator Duties. The Administrator has a duty to perform or observe all  
20 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

21 8.8.1 Website, Email Address and Toll-Free Number. The Administrator will  
22 establish and maintain and use an internet website to post information of interest to Class  
23 Members including the date, time and location for the Final Approval Hearing and copies of the  
24 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class  
25 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class  
26 Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final  
27 Approval and the Judgment. The Administrator will also maintain and monitor an email address

1 and a toll-free telephone number to receive Class Member calls, faxes and emails.

2           8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator  
3 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not  
4 later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the  
5 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names  
6 and other identifying information of Class Members who have timely submitted valid Requests  
7 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class  
8 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for  
9 Exclusion from Settlement submitted (whether valid or invalid).

10           8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide  
11 written reports to Class Counsel and Defense Counsel that, among other things, tally the number  
12 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for  
13 Exclusion (whether valid or invalid) received, objections received, challenges to Class Pay  
14 Periods and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual  
15 Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must  
16 include provide the Administrator’s assessment of the validity of Requests for Exclusion and  
17 attach copies of all Requests for Exclusion and objections received.

18           8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the  
19 authority to address and make final decisions consistent with the terms of this Agreement on all  
20 Class Member challenges over the calculation of Class workweeks and/or PAGA Pay Periods.  
21 The Administrator’s decision shall be final and not appealable or otherwise susceptible to  
22 challenge.

23           8.8.5 Administrator’s Declaration. Not later than 14 days before the date by  
24 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the  
25 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable  
26 for filing in Court attesting to its due diligence and compliance with all of its obligations under  
27 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices

1 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the  
2 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the  
3 number of written objections and attach the Exclusion List. The Administrator will supplement  
4 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible  
5 for filing the Administrator's declaration(s) in Court.

6           8.8.6 Final Report by Administrator. Within 10 days after the Administrator  
7 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel  
8 and Defense Counsel with a final report detailing its disbursements by employee identification  
9 number only of all payments made under this Agreement. At least 15 days before any deadline  
10 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense  
11 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all  
12 payments required under this Agreement. Class Counsel is responsible for filing the  
13 Administrator's declaration in Court.

14 **9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** This Settlement is based  
15 on Defendant's belief that there are approximately 53,846 workweeks at issue. If the number of  
16 workweeks is 10% higher or 59,321 workweeks worked, then Defendant shall, in its sole  
17 discretion, have the option to either: (1) de-escalate the Settlement so that the Class Period ends  
18 on the date that the workweek count totals 59,231; or (2) permit the Gross Settlement Amount to  
19 be increased proportionally by the workweeks worked in excess of 59,231 multiplied by the  
20 workweek value.

21 **10. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for  
22 Exclusion identified in the Exclusion List exceeds 10.00% of the total of all Class Members,  
23 Defendant may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree  
24 that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect  
25 whatsoever, and that neither Party will have any further obligation to perform under this  
26 Agreement; provided, however, Defendant will remain responsible for paying all Settlement  
27 Administration Expenses incurred to that point. Defendant must notify Class Counsel and the



1 Court of its election to withdraw not later than 7 days after the Administrator sends the final  
2 Exclusion List to Defense Counsel; late elections will have no effect.

3 **11. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared  
4 Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement  
5 that includes a request for approval of the PAGA settlement under Labor Code section 2699,  
6 subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for  
7 Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later  
8 than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel  
9 will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any  
10 disagreements concerning the Motion for Final Approval.

11 11.1 Response to Objections. Each Party retains the right to respond to any objection  
12 raised by a Participating Class Member, including the right to file responsive documents in Court  
13 no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted  
14 by the Court.

15 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final  
16 Approval on any material change to the Settlement (including, but not limited to, the scope of  
17 release to be granted by Class Members), the Parties will expeditiously work together in good  
18 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final  
19 Approval. The Court’s decision to award less than the amounts requested for the Class  
20 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation  
21 Expenses Payment and/or Administrator Expenses Payment shall not constitute a material  
22 modification to the Agreement within the meaning of this paragraph.

23 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of  
24 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for  
25 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement  
26 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

27 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms  
28

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

11       11.5     Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If  
12 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a  
13 material modification of this Agreement (including, but not limited to, the scope of release to be  
14 granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless  
15 expeditiously work together in good faith to address the appellate court's concerns and to obtain  
16 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration  
17 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify  
18 the Court's award of the Class Representative Service Payment or any payments to Class Counsel  
19 shall not constitute a material modification of the Judgment within the meaning of this paragraph,  
20 as long as the Gross Settlement Amount remains unchanged.

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

24 **13. ADDITIONAL PROVISIONS.**

25       13.1     No Admission of Liability, Class Certification or Representative Manageability  
26 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed  
27 claims. Nothing in this Agreement is intended or should be construed as an admission by  
28

1 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant  
2 has any liability for any claims asserted; nor should it be intended or construed as an admission  
3 by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class  
4 certification and representative treatment is for purposes of this Settlement only. If, for any reason  
5 the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant  
6 reserves the right to contest certification of any class for any reasons, and Defendant reserves all  
7 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class  
8 certification on any grounds available and to contest Defendant's defenses. The Settlement, this  
9 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be  
10 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the  
11 Settlement and this Agreement).

12       13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel,  
13 Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval  
14 of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or  
15 cause or permit another person to disclose, disseminate or publicize, any of the terms of the  
16 Agreement directly or indirectly, specifically or generally, to any person, corporation, association,  
17 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,  
18 all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;  
19 (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a  
20 court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal  
21 government agency.

22               Each Party agrees to immediately notify each other Party of any judicial or agency  
23 order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and  
24 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other  
25 communication, before the filing of the Motion for Preliminary Approval, with any third party  
26 regarding this Agreement or the matters giving rise to this Agreement except to respond only that  
27 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's

1 communications with Class Members in accordance with Class Counsel's ethical obligations  
2 owed to Class Members.

3 13.3 No Solicitation. The Parties separately agree that they and their respective  
4 counsel and employees will not solicit any Class Member to opt out of or object to the Settlement,  
5 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class  
6 Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical  
7 obligations owed to Class Members.

8 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this  
9 Agreement together with its attached exhibits shall constitute the entire agreement between the  
10 Parties relating to the Settlement, superseding any and all oral representations, warranties,  
11 covenants, or inducements made to or by any Party.

12 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant  
13 and represent that they are authorized by Plaintiff and Defendant, respectively, to take all  
14 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement  
15 to effectuate its terms, and to execute any other documents reasonably required to effectuate the  
16 terms of this Agreement including any amendments to this Agreement.

17 13.6 Cooperation. The Parties and their counsel will cooperate with each other and  
18 use their best efforts, in good faith, to implement the Settlement by, among other things,  
19 modifying the Settlement Agreement, submitting supplemental evidence and supplementing  
20 points and authorities as requested by the Court. In the event the Parties are unable to agree upon  
21 the form or content of any document necessary to implement the Settlement, or on any  
22 modification of the Agreement that may become necessary to implement the Settlement, the  
23 Parties will seek the assistance of a mediator and/or the Court for resolution.

24 13.7 No Prior Assignments. The Parties separately represent and warrant that they  
25 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,  
26 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of  
27 action, or right released and discharged by the Party in this Settlement.

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

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

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

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

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

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

13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant

1 makes a written request to Class Counsel for the return, rather than the destructions, of Class  
2 Data.

3 13.15 Headings. The descriptive heading of any section or paragraph of this Agreement  
4 is inserted for convenience of reference only and does not constitute a part of this Agreement.

5 13.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement  
6 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a  
7 weekend or federal legal holiday, such date or deadline shall be on the first business day  
8 thereafter.

9 13.17 Notice. All notices, demands or other communications between the Parties in  
10 connection with this Agreement will be in writing and deemed to have been duly given as of the  
11 third business day after mailing by United States mail, or the day sent by email or messenger,  
12 addressed as follows:

13  
14 To Plaintiff:

15 Andrew E. Hillier  
16 Francis A. DiGiacco  
17 Hillier DiGiacco LLP  
18 600 W. Broadway, Suite 700  
19 San Diego, CA 92101  
20 (619) 330-5120  
21 andrew@hdlawllp.com  
22 frankie@hdlawllp.com

23 To Defendant:

24 Katherine Den Bleyker  
25 O’Hagan Meyer LLP  
26 550 S Hope St., 2400  
27 Los Angeles, CA 90071  
28 kdenbleyker@ohaganmeyer.com

13.18 Execution in Counterparts. This Agreement may be executed in one or more  
counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this

1 Agreement shall be accepted as an original. All executed counterparts and each of them will be  
2 deemed to be one and the same instrument if counsel for the Parties will exchange between  
3 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove  
4 the existence and contents of this Agreement.

5 13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement  
6 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further  
7 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the  
8 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement  
9 process.

11 Dated:

By:

MELISSA RUBLE

14 Dated:

By:

VINCE NARDO  
Chief Executive Officer for  
REBORN CABINETS, INC.

HILLIER DIGIACCO LLP

19 Dated:

By:

ANDREW HILLIER and FRANCIS  
DIGIACCO, Attorneys for Plaintiff,  
MELISSA RUBLE, and all others  
similarly situated

O'HAGAN MEYER LLP

25 Dated:

By:

KATHERINE DEN BLEYKER,  
Attorneys for Defendant, REBORN  
CABINETS, INC.

## Exhibit 4



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

3     (case name: *Melissa Ruble v. Reborn Cabinets, Inc.* et al. and number 21STCV31721)

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

6     **You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Reborn Cabinets, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by one of Defendant’s employees Melissa Ruble (“Plaintiff”) and seeks payment of interest and penalties for a class of FLSA-exempt employees (“Class Members”) who worked for Defendant in California during the Class Period (August 27, 2017 to August 12, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all FLSA-exempt employees who worked for Defendant in California during the PAGA Period (August 26, 2020 to the date of the court order granting preliminary approval of the Settlement) (“Aggrieved Employees”).

11     The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

14     Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$\_\_\_ and your Individual PAGA Payment is estimated to be \$\_\_\_**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

18     The above estimates are based on Defendant’s records showing that **you worked \_\_\_ Class Workweeks** during the Class Period and **you worked \_\_\_ PAGA Pay Periods** during the PAGA Period. If you believe that you worked more Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

#### **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>You Don't Have to Do Anything to Participate in the Settlement</b>	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
<b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b>  <b>The Opt-out Deadline is</b> ____	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
<b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b>  <b>Written Objections Must be Submitted by</b> ____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

<p><b>You Can Participate in the ____ Final Approval Hearing</b></p>	<p>The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p><b>You Can Challenge the Calculation of Your Pay Period / Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by</b> _____</p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Pay Periods you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Pay Periods and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.</p>

## 1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of unlawful deductions, non-compliant wage statements and failure to maintain records, unreimbursed business expenses unreimbursed business expenses, and related violations of the Labor Code. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 26S98, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Andrew Hillier and Francis DiGiacco of Hillier DiGiacco LLP (“Class Counsel.”)

Defendant strongly denies violating any laws or failing to pay any wages, contend they complied with all applicable laws, and have entered into the Settlement solely for purposes of resolving this dispute.

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator who is a retired judge in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering

1 the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement  
2 is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily  
3 approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and  
4 scheduled a hearing to determine Final Approval.

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

5 1. Defendant will Pay \$337,500.00 as the Gross Settlement Amount (Gross  
6 Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by  
7 the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the  
8 Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment,  
9 Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be  
10 paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the  
11 Court grants Final Approval, Defendant will fund the Gross Settlement Amount by transmitting  
12 the funds to the Administrator by no later than 21 days after the Judgment entered by the Court  
13 becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date  
14 if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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

19 A. Up to \$112,500.00 (33.33% of the Gross Settlement) to Class Counsel for  
20 attorneys' fees and up to \$15,000 for their litigation expenses. To date, Class Counsel have  
21 worked and incurred expenses on the Action without payment.

22 B. Up to \$7,500.00 as a Class Representative Award for filing the Action,  
23 working with Class Counsel and representing the Class. A Class Representative Award will be  
24 the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any  
25 Individual PAGA Payment.

26 C. Up to \$13,000 to the Administrator for services administering the  
27 Settlement.

28 D. Up to \$30,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA  
Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their  
PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions  
in amounts approved by the Court, the Administrator will distribute the rest of the Gross  
Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class  
Members based on their Class Period workweeks.

1  
2 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking  
3 the Court to approve an allocation of 100% of each Individual Class Payment to interest and  
4 penalties. The Individual PAGA Payments are counted as penalties rather than wages for tax  
5 purposes. The Administrator will report the Individual PAGA Payments and the Individual Class  
6 Payments on IRS 1099 Forms.

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

12 5. Need to Promptly Cash Payment Checks. The front of every check issued for  
13 Individual Class Payments and Individual PAGA Payments will show the date when the check  
14 expires (the void date). If you don't cash it by the void date, your check will be automatically  
15 cancelled, and the monies will be deposited with the California Controller's Unclaimed Property  
16 Fund in your name.

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

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

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

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

8. Administrator. The Court has appointed a neutral company, Apex Class Action  
LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class  
Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges

1 over Work Weeks, mail and re-mail settlement checks and tax forms, and perform other tasks  
2 necessary to administer the Settlement. The Administrator's contact information is contained in  
3 Section 9 of this Notice.

4 9. Participating Class Members' Release. After the Judgment is final and Defendant  
5 has fully funded the Gross Settlement, Participating Class Members will be legally barred from  
6 asserting any of the claims released under the Settlement. This means that unless you opted out  
7 by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be  
8 part of any other lawsuit against Defendant or related entities for interest and penalties based on  
9 the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action  
10 and resolved by this Settlement.

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

12 All Participating Class Members, on behalf of themselves and their respective former and  
13 present representatives, agents, attorneys, heirs, administrators, successors, and assigns,  
14 release Released Parties from (i) all claims that were alleged, or reasonably could have  
15 been alleged, based on the Class Period facts stated in the Operative Complaint and  
16 ascertained in the course of the Action including but not limited to: Violation of California  
17 Labor Code §§210 and 221 (Unlawful Deductions), Violation of California Labor Code  
18 §§ 226(a), 1174(d) and 1198 (Non-Compliant Wage Statements and Failure to Maintain  
19 Records), Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid  
20 Upon Termination), Violation of California Labor Code § 2802 (Unreimbursed Business  
21 Expenses), ~~Civil Penalties for Violations of California Labor Code, Pursuant to PAGA,~~  
22 ~~§§ 2698, et seq.~~ and Violation of California Business & Professions Code §§ 17200, et  
23 seq. (Unlawful Business Practices), and all claims for unfair competition (Cal. Bus. &  
24 Prof. Code §§ 17200, et seq.). Except as set forth in Section 6.3 of this Agreement,  
25 Participating Class Members do not release any other claims, including claims for vested  
26 benefits, wrongful termination, violation of the Fair Employment and Housing Act,  
27 unemployment insurance, disability, social security, workers' compensation, or claims  
28 based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, all  
Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or  
not they exclude themselves from the Settlement. This means that all Aggrieved Employees,  
including those who are Participating Class Members and those who opt-out of the Class  
Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant  
or its related entities based on the PAGA Period facts alleged in the Action and resolved by this  
Settlement.

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

All Participating and Non-Participating Class Members who are Aggrieved Employees  
are deemed to release, on behalf of themselves and their respective former and present  
representatives, agents, attorneys, heirs, administrators, successors, and assigns, the

Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the Action including but not limited to claims for civil penalties for violations of Labor Code 201, 202, 210, 221, 226(a), 1174(d), 1198, 2802, and applicable Wage Orders of the Industrial Welfare Commission.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members, and (b) multiplying the result by the number of Pay Periods worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$7,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek Challenges. The number of Class Pay Periods you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until \_\_\_ to challenge the number of Class Pay Periods and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

#### **5. HOW WILL I GET PAID?**

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

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

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

4       **6.       HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

5       Submit a written and signed letter with your name, present address, telephone number,  
6 and a simple statement that you do not want to participate in the Settlement. The Administrator  
7 will exclude you based on any writing communicating your request be excluded. Be sure to  
8 personally sign your request, identify the Action as *Melissa Ruble vs. Reborn Cabinets, Inc.*, Case  
9 No. 21STCV31721, and include your identifying information (full name, address, telephone  
number, approximate dates of employment, and social security number for verification purposes).  
You must make the request yourself. If someone else makes the request for you, it will not be  
valid. **The Administrator must be sent your request to be excluded by \_\_\_, or it will be**  
**invalid.** Section 9 of the Notice has the Administrator's contact information.

10       **7.       HOW DO I OBJECT TO THE SETTLEMENT?**

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

18       A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for  
19 Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to  
20 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class  
21 Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the**  
**Administrator is \_\_\_.** Be sure to tell the Administrator what you object to, why you object, and  
22 any facts that support your objection. Make sure you identify the Action, *Melissa Ruble vs.*  
*Reborn Cabinets, Inc.*, Case No. 21STCV31721, and include your name, current address,  
telephone number, and approximate dates of employment for Defendant and sign the objection.  
Section 9 of this Notice has the Administrator's contact information.

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



1       **8.           CAN I ATTEND THE FINAL APPROVAL HEARING?**

2       You can, but don't have to, attend the Final Approval Hearing on \_\_\_\_ at (time) in Department 14  
3       of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 N Spring St,  
4       Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval  
5       of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff,  
6       and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense  
7       Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally  
8       or virtually via \_\_\_\_ ([https://www. \\_\\_\\_\\_](https://www. ____)). Check the Court's website for the most current  
9       information.

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

13       **9.           HOW CAN I GET MORE INFORMATION?**

14       The Agreement sets forth everything Defendant and Plaintiff have promised to do under the  
15       proposed Settlement. The easiest way to read the Agreement, the Judgment or any other  
16       Settlement documents is to go to (specify entity)'s website at (url). You can also telephone or send  
17       an email to Class Counsel or the Administrator using the contact information listed below, or  
18       consult the Superior Court website by going to ([http://www. \\_\\_\\_\\_](http://www. ____).aspx) and entering the Case  
19       Number for the Action, Case No. 21STCV31721. You can also make an appointment to  
20       personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling  
21       \_\_\_\_.

22       **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION  
23       ABOUT THE SETTLEMENT.**

24       Class Counsel:

25       Name of Attorney:           Andrew Hillier  
26                                       Francis DiGiacco  
27       Email Address:           andrew@hdlawllp.com  
28                                       frankie@hdlawllp.com  
29       Name of Firm:           Hillier DiGiacco LLP  
30       Mailing Address:       600 W. Broadway, Suite 700  
31                                       San Diego, CA 92101  
32       Telephone:               (619) 330-5120

33       Administrator:

34       Name of Company:       Apex Class Action LLC  
35       Email Address:           info@apexclassaction.com  
36       Mailing Address:       18 Technology Drive, Suite 164, Irvine, CA, 92618  
37       Telephone:               1 (800) 355-0700

Fax Number: (949) 878-3536

**10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund at [https://www.sco.ca.gov/search\\_upd.html](https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds.

**11. WHAT IF I CHANGE MY ADDRESS?**

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

## Exhibit 5



Frankie DiGiacco <frankie@hdlawllp.com>

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## Thank you for your Proposed Settlement Submission

1 message

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**DIR PAGA Unit** <no-reply@formassembly.com>  
To: frankie@hdlawllp.com

Tue, Sep 17, 2024 at 5:03 PM

09/17/2024 05:04:38 PM

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

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto: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](http://labor.ca.gov/Private_Attorneys_General_Act.htm)